



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AMENDED AGENDA

**SPECIAL MEETING
CLOSED SESSION**

**WEDNESDAY, MAY 17, 2023
6:30 P.M.**

**CITY HALL 2ND FLOOR, CITY MANAGER'S CONFERENCE ROOM
1414 MISSION STREET, SOUTH PASADENA, CA 91030**

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030. Pursuant to Assembly Bill 361 Government Code Section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference.

Public Comment regarding items on the Closed Session Meeting agenda will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting. A separate Zoom link will be provided for the Open Session for the public to attend.

Public participation may be made as follows:

- In-Person – City Hall 2nd Floor, City Manager's Conference Room, 1414 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **226 442 7248**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
[https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09](https://us06web.zoom.us/j/2264427248?pwd=aEFuSGszQ2I5WjJkemoTms0RTIVUT09;); or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

| | | |
|-----------------------|---------------|----------------------|
| CALL TO ORDER: | Mayor | Jon Primuth |
| ROLL CALL: | Mayor | Jon Primuth |
| | Mayor Pro Tem | Evelyn G. Zneimer |
| | Councilmember | Jack Donovan |
| | Councilmember | Michael A. Cacciotti |
| | Councilmember | Janet Braun |

PUBLIC COMMENT

CLOSED SESSION AGENDA ITEMS

A. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

1. Property Addresses:

- a. 215 Fairview Avenue, APN 5317-007-903
- b. 302 Fairview Avenue, APN 5317-012-903
- c. 529 Prospect Avenue, APN 5317-036-904
- d. 530 Orange Grove Avenue, APN 5317-036-900
- e. 534 Orange Grove Avenue, APN 5317-036-903
- f. 535 Meridian Avenue, APN 5317-036-903
- g. 540 Prospect Avenue, APN 5317-035-901
- h. 773 Bonita Drive, APN 5310-021-902
- i. 901 Bonita Drive, APN 5310-020-903
- j. 885 Oneonta Drive, APN 5310-022-902; 5310-022-901; 5310-022-903
- k. 1037 & 1039 Grevalia Avenue, APN 5315-012-903
- l. 808 Valley View Road, APN 5310-020-901
- m. 822 Valley View Road, APN 5310-020-902

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: CalTrans

Under Negotiation: Price and Terms

B. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Attorney

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)

Government Code Section 54956.9(d)(4))

Number of Potential Cases: 1

D. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

- 1. *Californians for Homeownership, Inc. v. City of South Pasadena* (LASC Case No. 22STCP01388)

E. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)

Government Code Section 54956.9(d)(2))

Number of Potential Cases: 1

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **May 17, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

05/16/2023

/S/

Date

Mark Perez, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**REGULAR MEETING
WEDNESDAY, MAY 17, 2023, AT 7:00 P.M.**

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and City employees with patience, civility, and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all City business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

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1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

| | | |
|------------------------------|---------------|----------------------|
| CALL TO ORDER: | Mayor | Jon Primuth |
| ROLL CALL: | Mayor | Jon Primuth |
| | Mayor Pro Tem | Evelyn G. Zneimer |
| | Councilmember | Jack Donovan |
| | Councilmember | Michael A. Cacciotti |
| | Councilmember | Janet Braun |
| PLEDGE OF ALLEGIANCE: | Councilmember | Jack Donovan |

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

CLOSED SESSION ANNOUNCEMENTS**1. CLOSED SESSION ANNOUNCEMENTS****PUBLIC COMMENT****2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who submit a Public Comment card within the first 30 minutes of Public Comment period will be queued up to speak.

PRESENTATION**3. PRESENTATION OF THE FESTIVAL OF BALLOONS POSTER WINNERS****4. PRESENTATION OF A PROCLAMATION DECLARING MAY 2023 AS “MILITARY APPRECIATION MONTH”****5. PRESENTATION OF A PROCLAMATION DECLARING MAY 21 – 27, 2023 AS “PUBLIC WORKS WEEK”****6. MERCHANT MINUTE – THE MAYA SALON
Azelle Santa Ana****7. PRESENTATION BY HDL ON REVENUE PROJECTIONS**

CHANGES TO THE AGENDA**8. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the Consent Calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$226,379.58; GENERAL CITY WARRANTS IN THE AMOUNT OF \$653,727.46; ONLINE PAYMENTS IN THE AMOUNT OF \$78,529.44; PAYROLL IN THE AMOUNT OF \$761,799.15Recommendation

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

10. MONTHLY INVESTMENT REPORTS FOR MARCH 2023Recommendation

It is recommended that the City Council receive and file the Monthly Investment Reports for March 2023.

11. PURCHASE AND REPLACEMENT OF CARBON MEDIA FROM CALGON CARBON CORPORATION FOR THE WILSON WELLHEAD TREATMENT SYSTEM FOR A TOTAL NOT-TO EXCEED AMOUNT OF \$500,000Recommendation

It is recommended that the City Council authorize the sole source purchase and replacement of carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$500,000 for the Wilson Water Reservoir Wellhead Treatment System, including \$283,200 for material, \$203,386 for freight and field services, and a \$13,414 contingency for price fluctuations, analysis, and acceptance testing required by the landfill.

12. AUTHORIZE CITY MANAGER TO EXECUTE A THIRD CONTRACT AMENDMENT WITH EUROFINS EATON ANALYTICAL, LLC FOR LABORATORY TESTING AND ANALYSIS OF POTABLE WATER SAMPLESRecommendation

It is recommended that the City Council authorize the City Manager to execute a third contract amendment with Eurofins Eaton Analytical, LLC (Eurofins) to increase the contract value by \$65,000 and extend the agreement for laboratory testing and analysis of potable water samples professional services until September 30, 2023.

13. INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES GENERALLY) OF THE SOUTH PASADENA MUNICIPAL CODE ADDING SECTION 2.12 (ELECTRONIC SUBMISSION OF DISCLOSURE STATEMENTS)Recommendation

It is recommended that the City Council:

1. Direct the City Clerk's Division to provide proper notice of the adoption of the ordinance; and
2. Introduce for first reading, by title only, the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES GENERALLY) OF THE SOUTH PASADENA MUNICIPAL CODE ADDING SECTION 2.12 (ELECTRONIC SUBMISSION OF DISCLOSURE STATEMENTS)

14. APPROVE A PROFESSIONAL SERVICES CONTRACT WITH RANGWALA ASSOCIATES TO COMPLETE THE GENERAL PLAN UPDATE AND DOWNTOWN SPECIFIC PLAN IN AN AMOUNT NOT-TO-EXCEED \$150,900

Recommendation

It is recommended that the City Council:

1. Allocate and appropriate \$150,900 from General Fund balance reserves, Account 101-0000-0000-3200-000 to fund the Community Development Department Professional Services appropriations in Account Number 101-7010-7011-8170-000; and
2. Authorize the City Manager to execute a Professional Services Agreement (PSA).

15. RECEIVE AND FILE THE 2022 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Recommendation

It is recommended that the City Council receive and file the 2022 Housing Element Annual Housing Report

16. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR APRIL 26, 2023, APRIL 29, 2023, AND MAY 3, 2023

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the April 26, 2023, Special Joint City Council Meeting with the Mobility and Transportation Infrastructure Commission; and
2. Approve the minutes for the April 29, 2023, Special Joint City Council Meeting with the Planning Commission; and
3. Approve the minutes for the May 3, 2023, Regular City Council Meeting; and
4. Approve the minutes for the May 3, 2023, Special Joint City Council Meeting with the Library Board of Trustees.

17. AMENDMENT TO AGREEMENT WITH ACORN TECHNOLOGY SERVICES FOR INFORMATION TECHNOLOGY SUPPORT SERVICES TO INCREASE ANNUAL AMOUNT BY \$37,108 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$306,808

Recommendation

It is recommended to authorize the City Manager or designee to execute an amendment to the agreement with Acorn Technology and increase the amount by \$37,108 annually, for a total amount not to exceed \$306,808 annually, for the continued services and management of the City's information technology infrastructure.

18. ADOPTION OF A RESOLUTION APPROVING THE FISCAL YEAR 2023-24 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE FY 2023-24 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FISCAL YEAR 2023-24 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2023-24 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2023-24 Lighting and Landscaping Maintenance District (LLMD) for June 21, 2023, at 7:00 p.m. in the Council Chambers.

PUBLIC HEARING**19. ADOPTION OF AN INTERIM URGENCY ORDINANCE ESTABLISHING A 45-DAY MORATORIUM ON NO-FAULT JUST CAUSE TERMINATIONS OF TENANCY****Recommendation**

It is recommended that the City Council:

1. Adopt an Interim Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy; and
2. Direct staff to study the issue of terminations of tenancy for substantial remodels and develop an ordinance to be adopted prior to the expiration of the moratorium.

ACTION/DISCUSSION**20. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR JULY 7, 2022, AND AUGUST 10, 2022****Recommendation**

It is recommended that the City Council:

1. Approve the minutes for the July 7, 2022, Special City Council Meeting; and
2. Approve the minutes for the August 10, 2022, Special Joint City Council and Planning Commission Meeting.

21. APPROVAL OF FISCAL YEAR 2022-23 BUDGET POLICY**Recommendation**

It is recommended that the City Council approve the City's Fiscal Year 2022-23 Budget Policy.

22. SALARY ADJUSTMENTS FOR FY 2023**RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH

PASADENA, CALIFORNIA, ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES FOR HR ANALYST AND SENIOR HR ANALYST, RECLASSIFICATION OF THE SENIOR MANAGEMENT ANALYST AS PART OF UNREPRESENTED MANAGEMENT AND ADJUSTING FOUR CLASSIFICATIONS SALARY RANGES

Recommendation

It is recommended that the City Council:

1. Adopt a resolution adopting salary schedule changes for twelve classifications;
2. Approve usage of State and Local Fiscal Recovery Funds from account 206-3010-3041-8020-000 in the amount of \$13,403 to transfer to the General Fund to cover the salary adjustments; and
3. Appropriate \$4,005 to account 101-8030-8031-7000-000 for Community Services Department Salaries, \$28 to account 101-4010-4011-7000-000 for Police Department Salaries, \$605 to account 101-6010-6011-7000-000 for Public Works Department Salaries, \$1,781 to account 101-3010-3011-7000-000 for Finance Department Salaries, \$5,508 to account 101-8010-8011-7000-000 for Library Department Salaries, \$1,010 to Management Services Department Salaries, and \$466 to account 500-6010-6710-7000-000 Water Department Salaries.

23. RECEIVE UPDATE AND PROVIDE DIRECTION ON NEXT STEPS FOR THE UPDATE OF THE CITY’S EXCLUSIVE REFUSE SERVICE AGREEMENT RELATED TO THE IMPLEMENTATION OF SB 1383 REQUIREMENTS

Recommendation

It is recommended that the City Council receive a staff presentation and provide direction on next steps for the update of the City’s Exclusive Refuse Service Agreement related to the implementation of SB 1383 requirements.

PUBLIC COMMENT – CONTINUED

24. CONTINUED PUBLIC COMMENT – GENERAL

This time is reserved for speakers in the Public Comment queue not heard during the first 30 minutes of Item No. 2. No new speakers will be accepted at this time.

COMMUNICATIONS

25. COUNCILMEMBER COMMUNICATIONS

Time allotted to speak per Councilmember is three minutes. Additional time will be allotted if necessary.

26. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

| | | |
|---------------|--|-----------|
| May 30, 2023 | Special City Council Meeting on Housing Element Adoption and Budget Workshop | 6:00 P.M. |
| June 7, 2023 | Regular City Council Meeting and Budget Workshop | 7:00 P.M. |
| June 21, 2023 | Regular City Council Meeting | 7:00 P.M. |

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

www.southpasadenaca.gov/CityCouncilMeetings2023

Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk’s Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS



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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **May 17, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

05/11/2023

/S/

Date

Mark Perez, Deputy City Clerk

PROCLAMATION



Declaring May 2023
as “Military Appreciation Month”
in the City of South Pasadena

- WHEREAS, the month of May has been designated as Military Appreciation Month, a time when we come together to pay tribute to our veterans, active-duty service members, and their families; and
- WHEREAS, the City of South Pasadena is proud to honor and recognize the contributions of our military service members and their families, who have sacrificed so much to protect our freedom and way of life; and
- WHEREAS, the individuals who serve in our nation’s armed forces are deserving of our utmost respect and gratitude; and
- WHEREAS, South Pasadena has a proud history of supporting the military, and maintaining our prestigious War Memorial including, continuing upkeep of the Veteran plaques and commemorative trees at the War Memorial grounds; and
- WHEREAS, we acknowledge the important role that the military plays in our community and we support programming and efforts that assist service members with civilian reintegration, affordable housing, and post-military employment placement; and
- WHEREAS, we also recognize the significant contributions that military families make to our community, and we are committed to providing them with the resources and support they need to thrive; and
- WHEREAS, City of South Pasadena employees have represented all branches of the military and we are proud to support our active-duty military service members and veterans; and
- WHEREAS, we recognize the important partnership between cities and our military installations, and the critical contributions that military personnel make to our communities.

NOW, THEREFORE, I, Jon Primuth, on behalf of the City Council of the City of South Pasadena, hereby declare May 2023, as “Military Appreciation Month” in the City of South Pasadena and further extend appreciation to our employee and resident Veterans for the vital services they perform and their exemplary dedication to serve. The City will continue to further our commitment to Veterans, Active Duty personnel, and their families, through our Social Services efforts.

Jon Primuth, Mayor

5/17/23
Date

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PROCLAMATION



Declaring May 21 through 27, 2023 as
"Public Works Week"
in the City of South Pasadena

- WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of South Pasadena; and
- WHEREAS, the infrastructure, facilities, and services could not be provided without the dedicated efforts of public works employees, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply & treatment, sewer, public buildings, parks, and other structures and facilities essential for our citizens; and
- WHEREAS, it is in the public interest for the citizens, civic leaders, and children in South Pasadena to gain knowledge and maintain ongoing interest and understanding of the importance of public works staff and public works programs in their respective communities; and
- WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Jon Primuth, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the week of May 21-27, 2023 as Public Works Week and to join with representatives of the American Public Works Association to pay tribute to our public works staff to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

Mayor, Jon Primuth

May 17, 2023

Date

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City Council Agenda Report

ITEM NO. 9

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$226,379.58; General City Warrants in the Amount of \$653,727.46; Online Payments in the Amount of \$78,529.44; Payroll in the Amount of \$761,799.15**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

| | | |
|-------------------------|----|------------|
| Warrant # 316492-316497 | \$ | 185,084.96 |
| ACH | \$ | 41,294.62 |
| Voids | \$ | 0 |

General City Warrants:

| | | |
|-------------------------|----|------------|
| Warrant # 316498-316609 | \$ | 372,742.60 |
| ACH | \$ | 280,984.86 |
| Voids | \$ | 0 |

Payroll Period Ending: 04/28/2023 \$ 761,799.15

Wire Transfers Out – To (LAIF) \$ 0

Wire Transfers In – From (LAIF) \$ 0

Wire Transfers (RSA) \$ 0

Wire Transfers Out – To (Acct # 2413) \$ 0

Wire Transfers Out – To (Acct # 1936) \$ 0

Online Payments \$ 78,529.44

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 1,720,435.63

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Key Performance Indicators

This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2022-2023 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

Explanation of Terms

Warrant – Directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants (payments) are only released after City Council approval.

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

Prepaid Warrant List - A Prepaid Warrant directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The Prepaid Warrants (payments) are released prior to City Council approval, however reported to City Council as a Prepaid. Prepayments are generally time sensitive and would incur additional charges if not paid within a specific time frame.

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.

Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee's portal (SCE, So Cal Gas, Amazon, etc.).

VOIDS – Checks that were issued and voided. Examples of such instances would be lost checks that were mailed out. Checks that were on a warrant that did not get approved by Council.

Payroll – All payments made related to payroll, such as payroll taxes, retirement benefits, CalPERS, Garnishments, payroll etc.

Approval of Warrants

May 17, 2023

Page 3 of 3

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Online Payments
5. Payroll

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ATTACHMENT 1
Warrant Summary

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**City of South Pasadena
Demand/Warrant Register
Recap by fund**

5/17/2023

| Fund No. | Amounts | |
|--------------------------------|-------------------|-------------------|
| | Prepaid | Written |
| General Fund | 24,052.34 | 540,292.75 |
| Insurance Fund | - | 1,430.04 |
| Street Improvement Program | - | - |
| Facilities & Equip.Cap. Fund | 163,803.91 | - |
| Programs and Projects | - | 3,548.00 |
| Local Transit Return "A" | - | 1,508.50 |
| Local Transit Return "C" | - | 1,725.99 |
| TEA/Metro | - | - |
| Sewer Fund | 589.10 | 410.43 |
| CTC Traffic Improvement | - | - |
| SB2 Planning Grant | - | - |
| Rogan HR5294 Grant | - | - |
| Street Lighting Fund | 60.97 | 33,749.30 |
| Public, Education & Govt Fund | - | - |
| Clean Air Act Fund | - | - |
| Business Improvement Tax | 21,100.00 | - |
| Gold Line Mitigation Fund | - | - |
| Mission Meridian Public Garage | - | - |
| Housing Authority Fund | - | - |
| State Gas Tax | 858.64 | 43.00 |
| County Park Bond Fund | - | 1,000.00 |
| Measure R | - | - |
| Measure M | - | - |
| Road Maint & Rehab (SB1) | - | - |
| MSRC Grant Fund | - | - |
| Measure W | - | - |
| Measure H | - | - |
| Prop C Exchange Fund | - | - |
| Bike & Pedestrian Paths | - | - |
| BTA Grants | - | - |
| Golden Street Grant | - | - |
| Capital Growth Fund | - | - |
| CDBG | - | - |
| Asset Forfeiture | - | - |
| Police Grants - State | - | - |
| Homeland Security Grant | - | - |
| Park Impact Fees | - | - |
| Historic Preservation Grant | - | - |
| HSIP Grant | - | - |
| Arroyo Seco Golf Course | - | - |
| Sewer Capital Projects Fund | - | - |
| Water Fund | 1,290.77 | 48,933.78 |
| Water Efficiency Fund | - | 1,579.97 |
| 2016 Water Revenue Bonds Fund | - | - |
| SRF Loan - Water | - | - |
| Water & Sewer Impact Fee | - | - |
| Public Financing Authority | - | - |
| Payroll Clearing Fund | 14,623.85 | 19,505.70 |
| | - | - |
| Column Totals: | 226,379.58 | 653,727.46 |

| Fund No. | Amounts | |
|----------------------------|----------|-------------------|
| | Prepaid | Written |
| RSA | - | - |
| RSA Report Totals: | - | - |
| City Report Totals: | | 880,107.04 |

| | |
|-------------------------------------|---------------------|
| Payroll Period Ending: 04/28/2023 | 761,799.15 |
| Wire Transfer Out - To LAIF | - |
| Wire Transfer In - From LAIF | - |
| Wire Transfer - RSA | - |
| Wire Transfer Out - To Acct. # 2413 | - |
| Wire Transfer Out - To Acct. # 1936 | - |
| Online Payments | 78,529.44 |
| Voids - Prepaid | - |
| Voids - General Warrant | - |
| Grand Report Total: | 1,720,435.63 |

Jon Primuth, Mayor

Hsiulee Tran, Deputy Finance Director

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ATTACHMENT 2
Prepaid Warrant List

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Accounts Payable

Check Detail

User: calvarez
Printed: 05/09/2023 - 1:40PM



| Check Number | Check Date | | Amount |
|------------------------------------|---|--|----------|
| CINTAS - Cintas Corporation | | | |
| 316492 | 05/01/2023 | | |
| Inv | 4142860287 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 01/09/2023 | Uniform Cleaning Services -Week of 1/9/2023 | | 448.49 |
| 01/09/2023 | Uniform Cleaning Services - Week of 1/9/2023 | | 187.40 |
| 01/09/2023 | Uniform Cleaning Services - Week of 1/9/2023 | | 97.00 |
| 01/09/2023 | Uniform Cleaning Services - Week of 1/9/2023 | | 192.39 |
| 01/09/2023 | Uniform Cleaning Services - Week of 1/9/2023 | | 567.15 |
| Inv 4142860287 Total | | | 1,492.43 |
| Inv | 4144954691 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 01/30/2023 | Uniform Cleaning Services - Week of 1/30/2023 | | 50.17 |
| 01/30/2023 | Uniform Cleaning Services - Week of 1/30/2023 | | 12.14 |
| 01/30/2023 | Uniform Cleaning Services -Week of 1/30/2023 | | 87.62 |
| 01/30/2023 | Uniform Cleaning Services - Week of 1/30/2023 | | 44.52 |
| 01/30/2023 | Uniform Cleaning Services - Week of 1/30/2023 | | 177.08 |
| Inv 4144954691 Total | | | 371.53 |
| Inv | 4145655775 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 02/06/2023 | Uniform Cleaning Services - Week of 2/6/2023 | | 41.01 |
| 02/06/2023 | Uniform Cleaning Services - Week of 2/6/2023 | | 14.41 |
| 02/06/2023 | Uniform Cleaning Services - Week of 2/6/2023 | | 11.92 |
| 02/06/2023 | Uniform Cleaning Services - Week of 2/6/2023 | | 16.02 |
| 02/06/2023 | Uniform Cleaning Services - Week of 2/6/2023 | | 27.71 |
| Inv 4145655775 Total | | | 111.07 |
| Inv | 4146356355 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 31.17 |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 41.01 |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 14.41 |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 25.79 |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 37.48 |
| 02/13/2023 | Uniform Cleaning Services - Week of 2/13/2023 | | 11.92 |
| Inv 4146356355 Total | | | 161.78 |

Inv 4148446625

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|-------|
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 10.06 |
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 15.52 |
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 5.96 |
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 41.01 |
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 11.92 |
| 03/06/2023 | Uniform Cleaning Services - Week of 3/6/2023 | 32.56 |

Inv 4148446625 Total 117.03

Inv 4151269705

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 10.06 |
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 11.92 |
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 5.96 |
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 152.32 |
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 40.27 |
| 04/03/2023 | Uniform Cleaning Services - Week of 4/3/2023 | 144.41 |

Inv 4151269705 Total 364.94

Inv 4151995624

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 41.01 |
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 38.52 |
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 10.06 |
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 11.92 |
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 15.52 |
| 04/10/2023 | Uniform Cleaning Services - Week of 4/10/2023 | 5.96 |

Inv 4151995624 Total 122.99

Inv 4152660090

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 15.52 |
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 38.52 |
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 41.01 |
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 5.96 |
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 10.06 |
| 04/17/2023 | Uniform Cleaning Services - Week of 4/17/2023 | 11.92 |

Inv 4152660090 Total 122.99

Inv 4153353414

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 5.96 |
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 41.01 |
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 11.92 |
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 38.52 |
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 10.06 |
| 04/24/2023 | Uniform Cleaning Services - Week of 4/24/2023 | 15.52 |

Inv 4153353414 Total 122.99

| Check Number | Check Date | Amount |
|--|---|-----------|
| 316492 Total: | | 2,987.75 |
| CINTAS - Cintas Corporation Total: | | 2,987.75 |
| PYROSPEC - Pyro Spectaculars, Inc. | | |
| 316493 | 05/01/2023 | |
| Inv 300 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/30/2023 | Fourth of July Fireworks Display Pre-Payment | 15,590.00 |
| Inv 300 Total | | 15,590.00 |
| 316493 Total: | | 15,590.00 |
| PYROSPEC - Pyro Spectaculars, Inc. Total: | | 15,590.00 |
| ROTH6010 - Roth Staffing Companies, L.P. | | |
| 0 | 05/01/2023 | |
| Inv 14334279 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/21/2023 | Front Desk & Clerical Services for Finance: W/E 4/16/23 | 661.50 |
| Inv 14334279 Total | | 661.50 |
| 0 Total: | | 661.50 |
| ROTH6010 - Roth Staffing Companies, L.P. Total: | | 661.50 |
| SPBK - Springbrook Holding Company, LLC | | |
| 0 | 05/01/2023 | |
| Inv TM INV-005276 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/13/2023 | Payroll Re-Implementation | 939.75 |
| Inv TM INV-005276 Total | | 939.75 |
| Inv TM INV-005294 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/13/2023 | PO / AP Workflows w/ Decentralization | 39.75 |
| Inv TM INV-005294 Total | | 39.75 |
| Inv TM INV-005587 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 08/30/2022 | Payroll Re-Implementation | 939.75 |

| Check Number | Check Date | Amount |
|---|--------------------------------|----------|
| Inv TM INV-005587 Total | | 939.75 |
| Inv TM INV-005817 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 11/15/2022 | Payroll Re-Implementation | 1,029.25 |
| Inv TM INV-005817 Total | | 1,029.25 |
| Inv TM INV-005908 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 12/15/2022 | Payroll Re-Implementation | 44.75 |
| Inv TM INV-005908 Total | | 44.75 |
| Inv TM INV-006067 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/14/2023 | ESS Add On | 170.00 |
| Inv TM INV-006067 Total | | 170.00 |
| Inv TM INV-006166 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/16/2023 | ESS Add On | 382.50 |
| Inv TM INV-006166 Total | | 382.50 |
| 0 Total: | | 3,545.75 |
| SPBK - Springbrook Holding Company, LLC Total: | | 3,545.75 |
| STA5219 - Staples Business Advantage | | |
| 0 | 05/01/2023 | |
| Inv 3524867026 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 12/03/2022 | Office Supplies for Department | 31.79 |
| Inv 3524867026 Total | | 31.79 |
| Inv 3525949466 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 12/20/2022 | Office Supplies for Department | 489.35 |
| Inv 3525949466 Total | | 489.35 |
| Inv 3525949467 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 12/20/2022 | Office Supplies for Department | 403.32 |
| Inv 3525949467 Total | | 403.32 |

| Check Number | Check Date | Amount |
|-----------------------|---|--------|
| Inv 352663005 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/09/2023 | Fire - Organizing Binders | 104.75 |
| Inv 352663005 Total | | 104.75 |
| Inv 3528778979 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/26/2023 | Credit Memo | -8.56 |
| Inv 3528778979 Total | | -8.56 |
| Inv 3529555776 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/31/2023 | Office Supplies for Department | 38.58 |
| Inv 3529555776 Total | | 38.58 |
| Inv 3529699913 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/01/2023 | City Manager Conference Room Heater | 72.08 |
| Inv 3529699913 Total | | 72.08 |
| Inv 3530047376 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/05/2023 | City Council Meeting Beverages | 64.80 |
| Inv 3530047376 Total | | 64.80 |
| Inv 3530119301 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> City | |
| 02/07/2023 | Manager Office Supplies | 39.52 |
| Inv 3530119301 Total | | 39.52 |
| Inv 3530187585 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/08/2023 | City Hall Authorized Personnel-Only Signs | 17.62 |
| Inv 3530187585 Total | | 17.62 |
| Inv 3530772336 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/16/2023 | Office Supplies for Department | 416.43 |
| Inv 3530772336 Total | | 416.43 |
| Inv 3531308776 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/24/2023 | Commissioner Name Badges | 85.58 |

| Check Number | Check Date | Amount |
|-----------------------|---|--------|
| Inv 3531308776 | Total | 85.58 |
| Inv 3532194290 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/02/2023 | Office Supplies for Department | 694.61 |
| Inv 3532194290 | Total | 694.61 |
| Inv 3532194291 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/02/2023 | PW Department- Operations Sewer Divison Office Supplies | 440.99 |
| Inv 3532194291 | Total | 440.99 |
| Inv 3532194292 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/06/2023 | Senior Center office supplies | 63.88 |
| Inv 3532194292 | Total | 63.88 |
| Inv 3532540017 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/07/2023 | City Manager Conference Room Beverages | 71.93 |
| Inv 3532540017 | Total | 71.93 |
| Inv 3532663005 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/09/2023 | Fire Supplies | 104.75 |
| Inv 3532663005 | Total | 104.75 |
| Inv 3533164412 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/16/2023 | City Manager Office Supplies | 50.37 |
| Inv 3533164412 | Total | 50.37 |
| Inv 3533164413 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/16/2023 | City Manager Office Supplies | 33.39 |
| Inv 3533164413 | Total | 33.39 |
| Inv 3533164414 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/16/2023 | PD Office Supplies | 220.49 |
| Inv 3533164414 | Total | 220.49 |

| Check Number | Check Date | Amount |
|--|--|-----------|
| Inv | 3533688523 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/23/2023 | fan, envelopes, name badges, swiffer cleaning products | 143.99 |
| Inv 3533688523 Total | | 143.99 |
| Inv | 3535115063 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/05/2023 | paper clips, tape, cardstock, toner, certificate holders, napkin | 277.79 |
| Inv 3535115063 Total | | 277.79 |
| Inv | 3535888789 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/10/2023 | PW Department- RETURN Operations Sewer Divison Office Suppli | -115.63 |
| Inv 3535888789 Total | | -115.63 |
| 0 Total: | | 3,741.82 |
| STA5219 - Staples Business Advantage Total: | | 3,741.82 |
| Total: | | 26,526.82 |

Accounts Payable

Check Detail

User: calvarez
 Printed: 05/09/2023 - 1:44PM



| Check Number | Check Date | Amount |
|---|--|----------|
| CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000 | | |
| 0 | 05/02/2023 | |
| Inv | April 2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 PART TIME ASSN. DUES / FEE | 224.00 |
| Inv April 2023 Total | | 224.00 |
| 0 Total: | | 224.00 |
| CEAP7000 - S.P. Public Service Employees Association-PT Total: | | 224.00 |
| CSD3014 - Ca. State Disbursement Unit | | |
| 316494 | 05/02/2023 | |
| Inv | PR 04.14.2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 - Garnishment Case# FAMSS-1406906 | 814.15 |
| Inv PR 04.14.2023 Total | | 814.15 |
| Inv | PR 04.28.2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | PR Batch 42823.04.2023 - Garnishment | 814.15 |
| Inv PR 04.28.2023 Total | | 814.15 |
| 316494 Total: | | 1,628.30 |
| CSD3014 - Ca. State Disbursement Unit Total: | | 1,628.30 |
| SOU5230 - S.P.Firefighters L-3657 | | |
| 0 | 05/02/2023 | |
| Inv | April 2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 Firefighters 3657 - Union | 1,800.00 |
| 04/12/2023 | PR Batch 41424.04.2023 FFA Fire Rec Fees | 90.00 |
| 04/12/2023 | PR Batch 41424.04.2023 Fire Assn. Insurance | 177.42 |
| Inv April 2023 Total | | 2,067.42 |

| Check Number | Check Date | Amount |
|---|--|----------|
| 0 Total: | | 2,067.42 |
| SOU5230 - S.P.Firefighters L-3657 Total: | | 2,067.42 |
| SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000 | | |
| 0 | 05/02/2023 | |
| Inv | April 2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 SPPOA - Union Dues | 3,683.55 |
| 04/12/2023 | PR Batch 41424.04.2023 SPPOA Insurance | 2,309.26 |
| Inv April 2023 Total | | 5,992.81 |
| 0 Total: | | 5,992.81 |
| SOU5435 - S.P. Police Officers Association Total: | | 5,992.81 |
| SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000 | | |
| 0 | 05/02/2023 | |
| Inv | April 2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 SPPSEA - Union Dues | 1,410.00 |
| Inv April 2023 Total | | 1,410.00 |
| 0 Total: | | 1,410.00 |
| SOU5451 - S.P. Public Service Employees Association Total: | | 1,410.00 |
| SSDV2018 - Sandoval, Sheila | | |
| 0 | 05/02/2023 | |
| Inv | PR 04.14.2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | PR Batch 41424.04.2023 - Garnishment | 956.03 |
| 04/12/2023 | PR Batch 41424.04.2023 - Garnishment | 338.63 |
| Inv PR 04.14.2023 Total | | 1,294.66 |
| Inv | PR 04.28.2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | PR Batch 42823.04.2023 - Garnishment | 300.63 |
| 04/26/2023 | PR Batch 42823.04.2023 - Garnishment | 956.03 |
| Inv PR 04.28.2023 Total | | 1,256.66 |
| 0 Total: | | 2,551.32 |

Check Number Check Date **Amount**

SSDV2018 - Sandoval, Sheila Total: 2,551.32

VRMZ7000 - Munoz, Valerie

316495 05/02/2023

Inv PR 04.14.2023

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--------------------------------------|--------|
| 04/12/2023 | PR Batch 41424.04.2023 - Garnishment | 750.00 |

Inv PR 04.14.2023 Total 750.00

316495 Total: 750.00

VRMZ7000 - Munoz, Valerie Total: 750.00

Total: 14,623.85

Accounts Payable

Check Detail

User: calvarez
Printed: 05/09/2023 - 1:45PM



| Check Number | Check Date | | Amount |
|--|---|--|------------|
| CHA3010 - SPCC Corporation | | | |
| 0 | 05/04/2023 | | |
| Inv | 8686 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/11/2023 | Business Improvement Tax Allocation - Payment 4/4 | | 21,100.00 |
| Inv 8686 Total | | | 21,100.00 |
| 0 Total: | | | 21,100.00 |
| CHA3010 - SPCC Corporation Total: | | | 21,100.00 |
| ENTERPRI - Enterprise FM Trust | | | |
| 316496 | 05/04/2023 | | |
| Inv | 4693215/4717154 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/03/2023 | Lease & Down Payment for Police Tesla's through April 2023 - FBN4639215/ FBN4717154 | | 163,803.91 |
| Inv 4693215/4717154 Total | | | 163,803.91 |
| 316496 Total: | | | 163,803.91 |
| ENTERPRI - Enterprise FM Trust Total: | | | 163,803.91 |
| Total: | | | 184,903.91 |

Accounts Payable

Check Detail

User: calvarez
Printed: 05/09/2023 - 3:48PM



| Check Number | Check Date | Amount |
|---|------------------------------|--------|
| GERCSTZA - Gerard Constanzo Music | | |
| 316497 | 05/09/2023 | |
| Inv | 04262023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Mother's Day entertainer | 325.00 |
| Inv 04262023 Total | | 325.00 |
| 316497 Total: | | 325.00 |
| GERCSTZA - Gerard Constanzo Music Total: | | 325.00 |
| Total: | | 325.00 |

ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
Printed: 05/10/2023 - 10:20AM



| Check Number | Check Date | | Amount |
|---|--|--|-----------|
| ABRGLYNN - Glynn, Abraham L. | | | |
| 316544 | 05/17/2023 | | |
| Inv | 9898 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/19/2023 | Fire - Command shared engravings | | 235.43 |
| Inv 9898 Total | | | 235.43 |
| | | | <hr/> |
| 316544 Total: | | | 235.43 |
| | | | <hr/> |
| ABRGLYNN - Glynn, Abraham L. Total: | | | |
| | | | 235.43 |
| ACMT2920 - All City Management Services, Inc. | | | |
| 316499 | 05/17/2023 | | |
| Inv | 85040 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Crossing Guard Services April 2-15, 2023 | | 11,631.96 |
| Inv 85040 Total | | | 11,631.96 |
| | | | <hr/> |
| 316499 Total: | | | 11,631.96 |
| | | | <hr/> |
| ACMT2920 - All City Management Services, Inc. Total: | | | |
| | | | 11,631.96 |
| AFLA7010 - AFLAC | | | |
| 0 | 05/17/2023 | | |
| Inv | 710420 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Payment for Employee Optional Insurance - April 2023 | | 1,326.65 |
| Inv 710420 Total | | | 1,326.65 |
| | | | <hr/> |
| 0 Total: | | | 1,326.65 |
| | | | <hr/> |
| AFLA7010 - AFLAC Total: | | | |
| | | | 1,326.65 |
| ALH0179 - Alhambra Car Wash | | | |
| 316498 | 05/17/2023 | | |

| Check Number | Check Date | Amount |
|---|--|----------|
| Inv | March 2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/10/2023 | PD Car Washes March 2023 | 65.00 |
| Inv March 2023 Total | | 65.00 |
| 316498 Total: | | 65.00 |
| ALH0179 - Alhambra Car Wash Total: | | 65.00 |
| ALH4011 - City of Alhambra | | |
| 316525 | 05/17/2023 | |
| Inv | 114029 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/30/2023 | Fire - Use of fire training facilities | 4,634.88 |
| Inv 114029 Total | | 4,634.88 |
| 316525 Total: | | 4,634.88 |
| ALH4011 - City of Alhambra Total: | | 4,634.88 |
| ALL0197 - All Star Fire Equipment, Inc. | | |
| 316500 | 05/17/2023 | |
| Inv | 246772 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/05/2023 | Fire - Fire helmets | 518.40 |
| Inv 246772 Total | | 518.40 |
| Inv | 246945 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/14/2023 | Fire - Replacement safety boots | 841.70 |
| Inv 246945 Total | | 841.70 |
| Inv | 246968 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/18/2023 | Fire - Folding Wheel Choc | 506.68 |
| Inv 246968 Total | | 506.68 |
| 316500 Total: | | 1,866.78 |
| ALL0197 - All Star Fire Equipment, Inc. Total: | | 1,866.78 |
| ALLAMEX - Lamourex, Alison | | |

| Check Number | Check Date | | Amount |
|---|--|--|----------|
| 316558 | 05/17/2023 | | |
| Inv | 130979 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Patron requested cancelation of gazebo. 50% refund to be issued. | | 67.00 |
| Inv 130979 Total | | | 67.00 |
| 316558 Total: | | | 67.00 |
| ALLAMEX - Lamourex, Alison Total: | | | 67.00 |
| ALPD4010 - City of Alhambra Police Department | | | |
| 316526 | 05/17/2023 | | |
| Inv | South Pas 03/23 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | Inmate housing for March 2023 | | 1,806.00 |
| Inv South Pas 03/23 Total | | | 1,806.00 |
| 316526 Total: | | | 1,806.00 |
| ALPD4010 - City of Alhambra Police Department Total: | | | 1,806.00 |
| AMAZONCP - Amazon Capital Services, Inc. | | | |
| 0 | 05/17/2023 | | |
| Inv | 1467-74XN-PHV4 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/03/2023 | Office Supplies for Finance Dept. | | 41.44 |
| Inv 1467-74XN-PHV4 Total | | | 41.44 |
| Inv | 16RQ-TGK7-MMQ7 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/17/2023 | Books for Library collection | | 67.75 |
| Inv 16RQ-TGK7-MMQ7 Total | | | 67.75 |
| Inv | 191W-1P3H-MNRG | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | DecoBros K-Cup Storage Drawer Holder for City Hall. | | 91.32 |
| Inv 191W-1P3H-MNRG Total | | | 91.32 |
| Inv | 1KHD-7LXG-M1VF | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | 2 ft. 12 volt replacement cigarette lighter | | 14.03 |
| Inv 1KHD-7LXG-M1VF Total | | | 14.03 |

| Check Number | Check Date | | Amount |
|--|---|--|----------|
| Inv | IRCF-7V7R-NVGD | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Office Supplies & Department upgrades | | 701.22 |
| Inv | IRCF-7V7R-NVGD Total | | 701.22 |
| 0 Total: | | | 915.76 |
| AMAZONCP - Amazon Capital Services, Inc. Total: | | | 915.76 |
| AME0229 - Ameritas | | | |
| 0 | 05/17/2023 | | |
| Inv | April | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/30/2023 | EE Vision Plan Premiums from Ameritas VSP-Coverage April 2023 | | 3,121.20 |
| Inv | April Total | | 3,121.20 |
| 0 Total: | | | 3,121.20 |
| AME0229 - Ameritas Total: | | | 3,121.20 |
| AMPM5011 - AMPM Door, Inc. | | | |
| 0 | 05/17/2023 | | |
| Inv | 55726 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/17/2023 | PW Serve Yard Sewer Gargage Door Repair Assessment | | 350.00 |
| Inv | 55726 Total | | 350.00 |
| Inv | 55806 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/22/2023 | Fire - Emergency services for door maintenance | | 1,410.00 |
| Inv | 55806 Total | | 1,410.00 |
| 0 Total: | | | 1,760.00 |
| AMPM5011 - AMPM Door, Inc. Total: | | | 1,760.00 |
| AT&T5011 - AT&T | | | |
| 316503 | 05/17/2023 | | |
| Inv | 24813461002105 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/01/2023 | AN 24813461002105 Services for 04/01/2023 through 04/30/2023 | | 18.82 |
| Inv | 24813461002105 Total | | 18.82 |

Inv 33184107563432

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| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/07/2023 | AN 33184107563432 Services for 04/07/2023 through 05/06/2023 | 90.65 |

Inv 33184107563432 Total 90.65

Inv 33184108023436

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|-----------------------|--|--------|
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/07/2023 | AN 33184108023436 Services for 04/07/2023 through 05/06/2023 | 100.47 |

Inv 33184108023436 Total 100.47

Inv 62644164973570

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|-----------------------|--|----------|
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/13/2023 | AN 62644164973570 Services for 04/13/2023 through 05/12/2023 | 1,208.92 |

Inv 62644164973570 Total 1,208.92

316503 Total: 1,418.86

AT&T5011 - AT&T Total: 1,418.86

ATCN9011 - AT&T

316504 05/17/2023

Inv 000019557728

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|-----------------------|---|----------|
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/27/2023 | BAN 9391036943 Service for 1/27 - 2/26/2023 | 1,581.00 |

Inv 000019557728 Total 1,581.00

Inv 000019699811

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| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/27/2023 | AN CLAPDSOPAS Service for 2/27 - 3/26/2023 - Police Dept | 323.63 |

Inv 000019699811 Total 323.63

Inv 000019723720

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|-----------------------|---|----------|
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/27/2023 | BAN 9391036943 Service for 2/27 - 3/26/2023 | 1,498.95 |

Inv 000019723720 Total 1,498.95

Inv 000019830569

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|-----------------------|---|-----------|
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | BAN 9391062308 Service for 3/20 - 4/19/2023 | 17,262.15 |

Inv 000019830569 Total 17,262.15

| Check Number | Check Date | Amount |
|--|--|-----------|
| Inv | 000019830895 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | BAN 9391081369 Service for 3/20 - 4/19/2023 | 61.37 |
| Inv 000019830895 Total | | 61.37 |
| 316504 Total: | | 20,727.10 |
| ATCN9011 - AT&T Total: | | 20,727.10 |
| ATFR4011 - Fierro, Anthony | | |
| 316539 | 05/17/2023 | |
| Inv | 04/20/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Fierro | 13.36 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Fierro | 32.63 |
| Inv 04/20/2023 Total | | 45.99 |
| 316539 Total: | | 45.99 |
| ATFR4011 - Fierro, Anthony Total: | | 45.99 |
| ATGC8530 - CU Technology | | |
| 0 | 05/17/2023 | |
| Inv | 10168 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/01/2023 | Support & Technical Srvcs May 2023 | 25,450.00 |
| Inv 10168 Total | | 25,450.00 |
| 0 Total: | | 25,450.00 |
| ATGC8530 - CU Technology Total: | | 25,450.00 |
| BCTS918 - BC Traffic Specialist | | |
| 316506 | 05/17/2023 | |
| Inv | 008992 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/29/2023 | Cones,Stop Signs, A-Frames for street lighting,& Traffic Signals | 3,995.21 |
| 03/29/2023 | Cones,Stop Signs, A-Frames for street lighting,&Traffic Signals | 3,995.22 |
| Inv 008992 Total | | 7,990.43 |
| 316506 Total: | | 7,990.43 |

| Check Number | Check Date | | Amount |
|--|--|--|-----------|
| BCTS918 - BC Traffic Specialist Total: | | | 7,990.43 |
| BENYEH - Yeh, Ben | | | |
| 316608 | 05/17/2023 | | |
| Inv | 1901 Hill | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Refund for Parcel Merger - 1901 Hill Drive | | 2,468.40 |
| Inv 1901 Hill Total | | | 2,468.40 |
| 316608 Total: | | | 2,468.40 |
| BENYEH - Yeh, Ben Total: | | | 2,468.40 |
| BLJD2920 - Bell, Jordan | | | |
| 316508 | 05/17/2023 | | |
| Inv | 1708861 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/19/2023 | Senior Prom reimbursement for event catering | | 496.06 |
| Inv 1708861 Total | | | 496.06 |
| 316508 Total: | | | 496.06 |
| BLJD2920 - Bell, Jordan Total: | | | 496.06 |
| BRPRTRNT - BR Party Rental | | | |
| 316511 | 05/17/2023 | | |
| Inv | 10391 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Spring Eggstravaganza event on April 8 interactive game rental | | 651.52 |
| Inv 10391 Total | | | 651.52 |
| 316511 Total: | | | 651.52 |
| BRPRTRNT - BR Party Rental Total: | | | 651.52 |
| BSHL6710 - Base Hill, Inc., dba Jan Point | | | |
| 0 | 05/17/2023 | | |
| Inv | 22895 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/27/2023 | Citywide Janitorial Services: March 2023 | | 900.00 |
| 03/27/2023 | Citywide Janitorial Services: March 2023 | | 1,000.00 |
| 03/27/2023 | Citywide Janitorial Services: March 2023 | | 14,985.00 |
| Inv 22895 Total | | | 16,885.00 |

| Check Number | Check Date | Amount |
|---|---|-----------|
| 0 Total: | | 16,885.00 |
| BSHL6710 - Base Hill, Inc., dba Jan Point Total: | | 16,885.00 |
| BUR4018 - Burro Canyon Shooting Park | | |
| 316515 | 05/17/2023 | |
| Inv 2908 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/10/2023 | PD range fees | 20.00 |
| Inv 2908 Total | | 20.00 |
| 316515 Total: | | 20.00 |
| BUR4018 - Burro Canyon Shooting Park Total: | | 20.00 |
| CAL5236 - CA Linen Services | | |
| 316516 | 05/17/2023 | |
| Inv 2104450 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Fire Department Linen Rental and Cleaning Services: FY22-23 | 118.02 |
| Inv 2104450 Total | | 118.02 |
| Inv 2106974 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | Fire Department Linen Rental and Cleaning Services: FY22-23 | 106.77 |
| Inv 2106974 Total | | 106.77 |
| 316516 Total: | | 224.79 |
| CAL5236 - CA Linen Services Total: | | 224.79 |
| CAN0607 - Cantu Graphics Inc. | | |
| 316521 | 05/17/2023 | |
| Inv 21491 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/19/2023 | Volunteer Recognition Booklets | 413.44 |
| Inv 21491 Total | | 413.44 |
| Inv 21505 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/02/2023 | City's 135th Birthday Celebration | 159.86 |

| Check Number | Check Date | Amount |
|---|--|--------|
| Inv 21505 Total | | 159.86 |
| | | <hr/> |
| 316521 Total: | | 573.30 |
| | | <hr/> |
| CAN0607 - Cantu Graphics Inc. Total: | | 573.30 |
| CAORGPLS - Californians Organized for Police Support | | |
| 316519 | 05/17/2023 | |
| Inv 0529 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Memorial Day Program Music | 300.00 |
| Inv 0529 Total | | 300.00 |
| | | <hr/> |
| 316519 Total: | | 300.00 |
| | | <hr/> |
| CAORGPLS - Californians Organized for Police Support Total: | | 300.00 |
| CAPTEV - California Association for Property & Evidence | | |
| 316518 | 05/17/2023 | |
| Inv 12113 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Full Membership for Ca Association For Property/Evidence | 50.00 |
| Inv 12113 Total | | 50.00 |
| | | <hr/> |
| 316518 Total: | | 50.00 |
| | | <hr/> |
| CAPTEV - California Association for Property & Evidence Total: | | 50.00 |
| CHRMDLA - Mandala, Chris | | |
| 316563 | 05/17/2023 | |
| Inv 04242023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Misc/Office Supplies | 11.01 |
| Inv 04242023 Total | | 11.01 |
| | | <hr/> |
| 316563 Total: | | 11.01 |
| | | <hr/> |
| CHRMDLA - Mandala, Chris Total: | | 11.01 |
| CHWP2010 - Colantuono,Highsmith & Whatley,PC | | |
| 0 | 05/17/2023 | |
| Inv 55655 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |

| Check Number | Check Date | Amount |
|-----------------------|---------------------------------|-----------|
| 04/24/2023 | General Services - March 2023 | 10,037.73 |
| Inv 55655 Total | | 10,037.73 |
| Inv 55656 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Labor & Employment - March 2023 | 5,413.50 |
| Inv 55656 Total | | 5,413.50 |
| Inv 55658 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Water & Utilities- March 2023 | 980.00 |
| Inv 55658 Total | | 980.00 |
| Inv 55660 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 392.00 |
| Inv 55660 Total | | 392.00 |
| Inv 55661 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 49.00 |
| Inv 55661 Total | | 49.00 |
| Inv 55662 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 3,047.50 |
| Inv 55662 Total | | 3,047.50 |
| Inv 55663 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 3,356.50 |
| Inv 55663 Total | | 3,356.50 |
| Inv 55664 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 122.50 |
| Inv 55664 Total | | 122.50 |
| Inv 55665 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 274.55 |
| Inv 55665 Total | | 274.55 |

| Check Number | Check Date | Amount |
|-----------------------|-------------------------------------|-----------|
| Inv 55666 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 1,254.25 |
| Inv 55666 Total | | 1,254.25 |
| Inv 55667 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 931.00 |
| Inv 55667 Total | | 931.00 |
| Inv 55668 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 2,278.50 |
| Inv 55668 Total | | 2,278.50 |
| Inv 55669 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 3,008.00 |
| Inv 55669 Total | | 3,008.00 |
| Inv 55670 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Public Records Request - March 2023 | 21,038.50 |
| Inv 55670 Total | | 21,038.50 |
| Inv 55671 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 974.50 |
| Inv 55671 Total | | 974.50 |
| Inv 55672 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Litigation - March 2023 | 3,228.50 |
| Inv 55672 Total | | 3,228.50 |
| Inv 55718 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Special Projects - March 2023 | 18,232.05 |
| Inv 55718 Total | | 18,232.05 |
| 0 Total: | | 74,618.58 |

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| CHWP2010 - Colantuono,Highsmith & Whatley,PC Total: | 74,618.58 |
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CIN4011 - AT&T Mobility

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| 316505 | 05/17/2023 | |
| Inv | 287288006612x04 | |

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|----------|
| 04/02/2023 | AN 287288006612 Consolidated Invoice for Cell Phones Citywide | 2,270.46 |

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|---------------------------|----------|
| Inv 287288006612x04 Total | 2,270.46 |
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Inv 287312118886x04

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|----------|
| 04/02/2023 | AN 287312118886 Consolidated Inv Citywide Cell Phones Mar & Apr '23 | 8,770.05 |

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| Inv 287312118886x04 Total | 8,770.05 |
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| 316505 Total: | 11,040.51 |
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| CIN4011 - AT&T Mobility Total: | 11,040.51 |
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CINTAS - Cintas Corporation

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| 316523 | 05/17/2023 | |
| Inv | 5144203466 | |

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.31 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.32 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.32 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.31 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.31 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.32 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.32 |
| 02/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-Feb 2023 | 22.31 |

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| Inv 5144203466 Total | 178.52 |
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Inv 5148333921

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.68 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.69 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.69 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.68 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.69 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.68 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.69 |
| 03/06/2023 | First Aid Cabinets and Public Works Vehicle Kits-March 2023 | 20.69 |

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| Inv 5148333921 Total | 165.49 |
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| 316523 Total: | 344.01 |
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| Check Number | Check Date | | Amount |
|--|--|--|-----------|
| CINTAS - Cintas Corporation Total: | | | 344.01 |
| CITI1021 - Cities Digital Inc. | | | |
| 316524 | 05/17/2023 | | |
| Inv | 57108 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | Laserfiche Annual Maintenance and Upgrades for Records Mgmt. | | 29,907.03 |
| Inv 57108 Total | | | 29,907.03 |
| 316524 Total: | | | 29,907.03 |
| CITI1021 - Cities Digital Inc. Total: | | | 29,907.03 |
| CNPO4011 - Pacheco, Cynthia | | | |
| 316572 | 05/17/2023 | | |
| Inv | 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Pacheco | | 12.16 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Pacheco | | 32.63 |
| Inv 04/20/2023 Total | | | 44.79 |
| 316572 Total: | | | 44.79 |
| CNPO4011 - Pacheco, Cynthia Total: | | | 44.79 |
| COBR7131 - The Advantage Group | | | |
| 0 | 05/17/2023 | | |
| Inv | 156329 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/02/2023 | HRA April Admin Fee | | 306.00 |
| Inv 156329 Total | | | 306.00 |
| Inv | April | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | HRA Retiree Reimbursement - April 2023 | | 17,240.24 |
| Inv April Total | | | 17,240.24 |
| Inv | May | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/02/2023 | HRA Retiree Reimbursement - May 2023 | | 16,433.18 |
| Inv May Total | | | 16,433.18 |

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| 0 Total: | | 33,979.42 |
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| COBR7131 - The Advantage Group Total: | | 33,979.42 |
|--|--|-----------|

COR7788 - Cornforth, Robert Darren

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|---|------------|--|
| 0 | 05/17/2023 | |
|---|------------|--|

Inv 9595

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - ADULT TENNIS INTERMEDIATE | 390.00 |

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|----------------|--|--------|
| Inv 9595 Total | | 390.00 |
|----------------|--|--------|

Inv 9648

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - YOUTH TENNIS BEG 12PM | 624.00 |

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| Inv 9648 Total | | 624.00 |
|----------------|--|--------|

Inv 9670

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - YOUTH TENNIS INTERMEDIATE | 624.00 |

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| Inv 9670 Total | | 624.00 |
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Inv 9683

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - YOUTH TENNIS BEG 9AM | 546.00 |

| | | |
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| Inv 9683 Total | | 546.00 |
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| 0 Total: | | 2,184.00 |
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| COR7788 - Cornforth, Robert Darren Total: | | 2,184.00 |
|--|--|----------|

CRHY8067 - Hartney, Corey

| | | |
|---|------------|--|
| 0 | 05/17/2023 | |
|---|------------|--|

Inv 9656

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/24/2023 | APRIL -BASKETBALL BEGINNER-CONTRACT INSTRUCTOR | 786.50 |

| | | |
|----------------|--|--------|
| Inv 9656 Total | | 786.50 |
|----------------|--|--------|

Inv 9659

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|-------|
| 04/24/2023 | APRIL -BASKETBALL INT-CONTRACT INSTRUCTOR | 71.50 |

| | | |
|----------------|--|-------|
| Inv 9659 Total | | 71.50 |
|----------------|--|-------|

| Check Number | Check Date | Amount |
|---|--|----------|
| 0 Total: | | 858.00 |
| CRHY8067 - Hartney, Corey Total: | | 858.00 |
| CUR7778 - L.N. Curtis & Sons | | |
| 316557 | 05/17/2023 | |
| Inv | PINV801051 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Crew Safety Gear Set & Turnout | 5,522.59 |
| Inv PINV801051 Total | | 5,522.59 |
| 316557 Total: | | 5,522.59 |
| CUR7778 - L.N. Curtis & Sons Total: | | 5,522.59 |
| CWNC2501 - Carl Warren & Company | | |
| 0 | 05/17/2023 | |
| Inv | 2031851-2031883 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/02/2023 | Legal Matters | 1,430.04 |
| Inv 2031851-2031883 Total | | 1,430.04 |
| 0 Total: | | 1,430.04 |
| CWNC2501 - Carl Warren & Company Total: | | 1,430.04 |
| DABN8267 - Bohan, Diana 101-8030-8021-8267-000 | | |
| 0 | 05/17/2023 | |
| Inv | 9869 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | APRIL YOGA MONTHLY-CONTRACT CLASS INSTRUCTOR | 195.20 |
| Inv 9869 Total | | 195.20 |
| Inv | 9870 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | APRIL YOGA WALK IN-CONTRACT CLASS INSTRUCTOR | 100.00 |
| Inv 9870 Total | | 100.00 |
| 0 Total: | | 295.20 |
| DABN8267 - Bohan, Diana Total: | | 295.20 |

| Check Number | Check Date | | Amount |
|--|--|--|----------|
| DACA4011 - Calderon, David | | | |
| 316517 | 05/17/2023 | | |
| Inv | 04/11-13/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Criminal Interdiction Training Reimbursement for Calderon | | 264.59 |
| Inv 04/11-13/2023 Total | | | 264.59 |
| Inv | 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Calderon | | 32.63 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Calderon | | 27.00 |
| Inv 04/20/2023 Total | | | 59.63 |
| 316517 Total: | | | 324.22 |
| DACA4011 - Calderon, David Total: | | | 324.22 |
| DARL7000 - Russell, Diana | | | |
| 316583 | 05/17/2023 | | |
| Inv | 04/14/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Dispatcher Customer Service Training Reimbursement for Russell | | 46.78 |
| 04/25/2023 | Dispatcher Customer Service Training Reimbursement for Russell | | 27.00 |
| Inv 04/14/2023 Total | | | 73.78 |
| 316583 Total: | | | 73.78 |
| DARL7000 - Russell, Diana Total: | | | 73.78 |
| DBAR3011 - Brink's Incorporated | | | |
| 316512 | 05/17/2023 | | |
| Inv | 12256931 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/01/2023 | Armored Car Transportation (April Monthly Services) | | 1,570.04 |
| Inv 12256931 Total | | | 1,570.04 |
| Inv | 5627980 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/31/2023 | Armored Car Transportation (March excess) | | 50.64 |
| Inv 5627980 Total | | | 50.64 |
| 316512 Total: | | | 1,620.68 |

| Check Number | Check Date | | Amount |
|--|--|--|-----------|
| DBAR3011 - Brink's Incorporated Total: | | | 1,620.68 |
| DEL0771 - Delta Dental of California | | | |
| 316529 | 05/17/2023 | | |
| Inv | BE005488504 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Employee Dental Premiums for May 2023 | | 12,158.20 |
| Inv | BE005488504 Total | | 12,158.20 |
| 316529 Total: | | | 12,158.20 |
| DEL0771 - Delta Dental of California Total: | | | 12,158.20 |
| DEL4000 - Dell Marketing L.P. | | | |
| 0 | 05/17/2023 | | |
| Inv | 10640401369 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 12/23/2022 | Dell XPS 13 2in1 PO 1414 CO 03-60 | | 2,004.73 |
| Inv | 10640401369 Total | | 2,004.73 |
| Inv | 10641931414 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 12/30/2022 | OptiPlex 5000 Small Form Factor and Dell 24 Monitor | | 2,746.71 |
| Inv | 10641931414 Total | | 2,746.71 |
| Inv | 10645875260 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 01/18/2023 | Dell Mobile Precision Workstation 5570 BTX | | 2,861.43 |
| Inv | 10645875260 Total | | 2,861.43 |
| Inv | 10648694447 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 01/31/2023 | Dell Latitude 7530 Laptop PO 23018 CO 03-72 | | 1,999.55 |
| Inv | 10648694447 Total | | 1,999.55 |
| Inv | 10649096157 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 02/01/2023 | Dell Latitude 9430 BTX Base, OptiPlex 7000 Micro, & 22 Monitor | | 5,105.42 |
| Inv | 10649096157 Total | | 5,105.42 |
| Inv | 10654123402 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 02/22/2023 | Dell Latitude 5330 XCTO Base, 5430 BTX Base, & OptiPlex 5000 | | 4,494.62 |

| Check Number | Check Date | Amount |
|---|--|-----------|
| Inv 10654123402 | Total | 4,494.62 |
| Inv 10656752414 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/06/2023 | Laptop Screen Repair | 280.20 |
| Inv 10656752414 | Total | 280.20 |
| Inv 10658952120 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/15/2023 | Advanced Gateway Security Suite for NSA 3650 1 Year | 2,587.44 |
| Inv 10658952120 | Total | 2,587.44 |
| Inv 106622939486 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/02/2023 | XPS 17 (9720) | 3,831.12 |
| Inv 106622939486 | Total | 3,831.12 |
| Inv 10662387477 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/30/2023 | Dell Latitude 5430 XCTO Base, 7530 BTX, & Laptop | 6,404.52 |
| Inv 10662387477 | Total | 6,404.52 |
| 0 Total: | | 32,315.74 |
| DEL4000 - Dell Marketing L.P. Total: | | 32,315.74 |
| DRLL2051 - Dapeer, Rosenblit & Litvak, LLP | | |
| 316528 | 05/17/2023 | |
| Inv 21204 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/31/2023 | Specialized Legal Services for period of 1/19/23 - 1/31/23 | 4,348.80 |
| Inv 21204 | Total | 4,348.80 |
| Inv 21330 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 02/28/2023 | Specialized Legal Services for period of 2/10/23 - 2/28/23 | 1,034.50 |
| Inv 21330 | Total | 1,034.50 |
| Inv 21431 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/31/2023 | Specialized Legal Services for period of 3/16/23 - 3/31/23 | 4,964.04 |
| Inv 21431 | Total | 4,964.04 |

| Check Number | Check Date | Amount |
|--|---|-----------|
| 316528 Total: | | 10,347.34 |
| <hr/> | | |
| DRLL2051 - Dapeer, Rosenblit & Litvak, LLP Total: | | 10,347.34 |
| <hr/> | | |
| DROW8010 - D & R Office Works, Inc. | | |
| 316527 | 05/17/2023 | |
| Inv 0127530-IN | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/07/2023 | Eight Workstations for Library Support Services | 33,840.00 |
| 04/07/2023 | Eight Workstations for Library Support Services | 8,381.46 |
| Inv 0127530-IN Total | | 42,221.46 |
| <hr/> | | |
| 316527 Total: | | 42,221.46 |
| <hr/> | | |
| DROW8010 - D & R Office Works, Inc. Total: | | 42,221.46 |
| <hr/> | | |
| ECMS5010 - ECMS, Inc. | | |
| 316534 | 05/17/2023 | |
| Inv INV691653 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/31/2023 | Fire - Safety equipment | 1,443.59 |
| Inv INV691653 Total | | 1,443.59 |
| Inv INV691690 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/31/2023 | Fire - Safety equipment | 2,091.73 |
| Inv INV691690 Total | | 2,091.73 |
| <hr/> | | |
| 316534 Total: | | 3,535.32 |
| <hr/> | | |
| ECMS5010 - ECMS, Inc. Total: | | 3,535.32 |
| <hr/> | | |
| ELL1017 - Ellen's Silkscreening | | |
| 316535 | 05/17/2023 | |
| Inv 80880 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | City's 135th Birthday shirts | 314.21 |
| Inv 80880 Total | | 314.21 |
| Inv EE80758 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/14/2023 | Employee Engagement Team Polos | 577.77 |

| Check Number | Check Date | Amount |
|--|--|--------|
| Inv EE80758 Total | | 577.77 |
| 316535 Total: | | 891.98 |
| ELL1017 - Ellen's Silkscreening Total: | | 891.98 |
| ELVZPEHT - Earnhart, Elva Zepada | | |
| 316532 | 05/17/2023 | |
| Inv 131114 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Partial refund for class cancelation due to rain and no make up. | 46.66 |
| Inv 131114 Total | | 46.66 |
| 316532 Total: | | 46.66 |
| ELVZPEHT - Earnhart, Elva Zepada Total: | | 46.66 |
| EMRS4010 - Emergency Response Crime Scene Cleaning | | |
| 316536 | 05/17/2023 | |
| Inv T2022-326 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/17/2023 | Cleanup for DR23-09826 | 750.00 |
| Inv T2022-326 Total | | 750.00 |
| 316536 Total: | | 750.00 |
| EMRS4010 - Emergency Response Crime Scene Cleaning Total: | | 750.00 |
| ENT5426 - Entenmann-Rovin | | |
| 316537 | 05/17/2023 | |
| Inv 0171514-IN | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/16/2023 | Badges for Parking Control, Dispatch, and Cadets | 756.09 |
| Inv 0171514-IN Total | | 756.09 |
| 316537 Total: | | 756.09 |
| ENT5426 - Entenmann-Rovin Total: | | 756.09 |
| ERCARRYO - Arroyo, Eric Jason | | |
| 316502 | 05/17/2023 | |

| Check Number | Check Date | | Amount |
|---|---|--|----------|
| Inv 3008 | | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/22/2023 | As-needed background investigations for employment | | 1,500.00 |
| Inv 3008 Total | | | 1,500.00 |
| | | | <hr/> |
| 316502 Total: | | | 1,500.00 |
| | | | <hr/> |
| ERCARRYO - Arroyo, Eric Jason Total: | | | 1,500.00 |
| ESTLAUFR - East L.A. Uniforms | | | |
| 316533 | 05/17/2023 | | |
| Inv 112103 | | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/11/2023 | Uniform and equipment for new Officer Gruenewald | | 1,038.28 |
| Inv 112103 Total | | | 1,038.28 |
| Inv 112105 | | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/11/2023 | Uniform and equipment for new Officer Gruenewald | | 157.00 |
| Inv 112105 Total | | | 157.00 |
| | | | <hr/> |
| 316533 Total: | | | 1,195.28 |
| | | | <hr/> |
| ESTLAUFR - East L.A. Uniforms Total: | | | 1,195.28 |
| FDBC8025 - Fast Deer Bus Charter Inc. | | | |
| 316538 | 05/17/2023 | | |
| Inv 159130 | | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | Senior Excursion to Aquarium of the Pacific | | 1,368.50 |
| Inv 159130 Total | | | 1,368.50 |
| | | | <hr/> |
| 316538 Total: | | | 1,368.50 |
| | | | <hr/> |
| FDBC8025 - Fast Deer Bus Charter Inc. Total: | | | 1,368.50 |
| FUNEXPRS - Fun Express, LLC | | | |
| 316541 | 05/17/2023 | | |
| Inv 723585095-01 | | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Spring Eggstravaganza event supplies and decorations. | | 606.07 |
| Inv 723585095-01 Total | | | 606.07 |

| Check Number | Check Date | Amount |
|---|--|--------|
| 316541 Total: | | 606.07 |
| FUNEXPRS - Fun Express, LLC Total: | | 606.07 |
| GALL5011 - Galls, LLC | | |
| 316542 | 05/17/2023 | |
| Inv | 024082637 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Flashlight for Gruenewald and stripes for FTOs | 289.52 |
| Inv 024082637 Total | | 289.52 |
| Inv | 23179748-1 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/13/2023 | Fire - Command share uniforms | 399.56 |
| Inv 23179748-1 Total | | 399.56 |
| 316542 Total: | | 689.08 |
| GALL5011 - Galls, LLC Total: | | 689.08 |
| GAR5011 - Garvey Equipment Co | | |
| 316543 | 05/17/2023 | |
| Inv | 150601 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/17/2023 | Street Tree Parks Division-Pruning Saw and Chainsaw Chains | 50.38 |
| 01/17/2023 | Street Tree Parks Division-Pruning Saw and Chainsaw Chains | 161.21 |
| Inv 150601 Total | | 211.59 |
| Inv | 150666 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 01/18/2023 | Street Tree Parks Division-Stump Grinder | 392.10 |
| Inv 150666 Total | | 392.10 |
| Inv | 152548 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Street Tree Parks Division- Chainsaw Chains | 99.18 |
| Inv 152548 Total | | 99.18 |
| 316543 Total: | | 702.87 |
| GAR5011 - Garvey Equipment Co Total: | | 702.87 |

| Check Number | Check Date | Amount |
|--|--|-----------|
| GBCL4010 - Carrillo, Gilbert | | |
| 316522 | 05/17/2023 | |
| Inv | 04/10-14/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Motorola Summit 2023 For Cpl. Carrillo | 518.22 |
| Inv 04/10-14/2023 Total | | 518.22 |
| 316522 Total: | | 518.22 |
| GBCL4010 - Carrillo, Gilbert Total: | | 518.22 |
| GEMT5550 - Department of Health Care Services - GEMT QAF | | |
| 316531 | 05/17/2023 | |
| Inv | GEM0423BY14 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/01/2023 | Fire - GEMT 2022 Q3 | 7,654.50 |
| Inv GEM0423BY14 Total | | 7,654.50 |
| 316531 Total: | | 7,654.50 |
| GEMT5550 - Department of Health Care Services - GEMT QAF Total: | | 7,654.50 |
| GRAN2032 - Granicus | | |
| 0 | 05/17/2023 | |
| Inv | 164645 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/28/2023 | GovQa - Digital Public Records Request Mgmt. Software System. | 11,500.00 |
| Inv 164645 Total | | 11,500.00 |
| 0 Total: | | 11,500.00 |
| GRAN2032 - Granicus Total: | | 11,500.00 |
| GRYKLLY - Kelly, Gary | | |
| 316555 | 05/17/2023 | |
| Inv | 131115 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Partial refund for class cancelation, due to rain and no make up | 46.66 |
| Inv 131115 Total | | 46.66 |
| 316555 Total: | | 46.66 |

| Check Number | Check Date | | Amount |
|--|---|--|----------|
| GRYKLLY - Kelly, Gary Total: | | | 46.66 |
| HAFR7000 - The Hartford | | | |
| 316594 | 05/17/2023 | | |
| Inv | 085031428409 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Life Insurance Benefit - May 2023 | | 965.25 |
| Inv | 085031428409 Total | | 965.25 |
| Inv | 085033632043 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/01/2023 | Life Insurance Benefit - April 2023 | | 924.75 |
| Inv | 085033632043 Total | | 924.75 |
| 316594 Total: | | | 1,890.00 |
| HAFR7000 - The Hartford Total: | | | 1,890.00 |
| HDLC3010 - Hinderliter deLlamas & Associates | | | |
| 316549 | 05/17/2023 | | |
| Inv | SIN026423 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/30/2023 | Contract Services - Sales Tax (Jan-Mar 2023) | | 1,293.02 |
| 03/30/2023 | Contract Services - Audit Services | | 48.76 |
| Inv | SIN026423 Total | | 1,341.78 |
| Inv | SIN026584 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/30/2023 | Contract Services - Transaction Tax & Audit Services | | 372.76 |
| Inv | SIN026584 Total | | 372.76 |
| 316549 Total: | | | 1,714.54 |
| HDLC3010 - Hinderliter deLlamas & Associates Total: | | | 1,714.54 |
| HDLC3011 - HdL Coren & Cone | | | |
| 316547 | 05/17/2023 | | |
| Inv | SIN027499 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | Contract Services - Property Tax: Quarterly (April - June 2023) | | 3,424.72 |
| Inv | SIN027499 Total | | 3,424.72 |

| Check Number | Check Date | Amount |
|--|--|----------|
| 316547 Total: | | 3,424.72 |
| HDLC3011 - HdL Coren & Cone Total: | | 3,424.72 |
| HNKFRZER - Friezer, Henk J. | | |
| 316540 | 05/17/2023 | |
| Inv | 04/24/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Photography for 4/20/23 Volunteer Recognition Event | 110.25 |
| Inv 04/24/2023 Total | | 110.25 |
| 316540 Total: | | 110.25 |
| HNKFRZER - Friezer, Henk J. Total: | | 110.25 |
| HOM1515 - Home Depot Credit Services | | |
| 316550 | 05/17/2023 | |
| Inv | 1010490 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/12/2023 | Fire - lumber | 86.92 |
| Inv 1010490 Total | | 86.92 |
| 316550 Total: | | 86.92 |
| HOM1515 - Home Depot Credit Services Total: | | 86.92 |
| HTHWILMS - Williams, Heather | | |
| 316605 | 05/17/2023 | |
| Inv | 1253 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | 24/7 Critical Incident Stress Debriefing Services for Fire Dept. | 300.00 |
| Inv 1253 Total | | 300.00 |
| 316605 Total: | | 300.00 |
| HTHWILMS - Williams, Heather Total: | | 300.00 |
| ICPS8060 - ICMA | | |
| 316552 | 05/17/2023 | |
| Inv | 1112663 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/19/2023 | ICMA Membership Renewal: Domenica Megerdichian | 1,200.00 |

| Check Number | Check Date | Amount |
|--|---|----------|
| Inv 1112663 Total | | 1,200.00 |
| | | <hr/> |
| 316552 Total: | | 1,200.00 |
| | | <hr/> |
| ICPS8060 - ICMA Total: | | 1,200.00 |
| ISGU4011 - Gutierrez, Issac | | |
| 316546 | 05/17/2023 | |
| Inv | 04/18/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Response Tactics Training Reimbursement for Gutierrez | 43.87 |
| Inv 04/18/2023 Total | | 43.87 |
| | | <hr/> |
| 316546 Total: | | 43.87 |
| | | <hr/> |
| ISGU4011 - Gutierrez, Issac Total: | | 43.87 |
| JCRS5011 - Jones Coffee Roasters | | |
| 316554 | 05/17/2023 | |
| Inv | 59957 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Coffee Supplies for Fire Dept. | 162.68 |
| Inv 59957 Total | | 162.68 |
| | | <hr/> |
| 316554 Total: | | 162.68 |
| | | <hr/> |
| JCRS5011 - Jones Coffee Roasters Total: | | 162.68 |
| JENHKKER - Hooker, Jennifer | | |
| 316551 | 05/17/2023 | |
| Inv | 131082 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Partial refund for class cancelation due to rain & no makeup. | 46.66 |
| Inv 131082 Total | | 46.66 |
| | | <hr/> |
| 316551 Total: | | 46.66 |
| | | <hr/> |
| JENHKKER - Hooker, Jennifer Total: | | 46.66 |
| JHMS8020 - JHM Supply | | |
| 0 | 05/17/2023 | |
| Inv | 322459/1 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |

| Check Number | Check Date | | Amount |
|--------------------------------------|------------|---|----------|
| 04/30/2023 | | Water Distribution Supplies | 98.27 |
| Inv 322459/1 | | Total | 98.27 |
| Inv 322463/1 | | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/30/2023 | | Straw wattle rolls used to contain sediment/protect storm drain | 432.47 |
| Inv 322463/1 | | Total | 432.47 |
| 0 Total: | | | 530.74 |
| JHMS8020 - JHM Supply Total: | | | 530.74 |
| JOEPARK - Park, Joseph | | | |
| 316573 | 05/17/2023 | | |
| Inv 6292 | | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/19/2023 | | Uniform, Safety Belts, and Customized Painting for Fire Dept. | 4,132.50 |
| Inv 6292 | | Total | 4,132.50 |
| 316573 Total: | | | 4,132.50 |
| JOEPARK - Park, Joseph Total: | | | 4,132.50 |
| JSAR4011 - Jack's Auto Repair | | | |
| 316553 | 05/17/2023 | | |
| Inv 18237 | | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/20/2023 | | 45 Day Inspection of Dial-a-Ride # 78 | 137.93 |
| Inv 18237 | | Total | 137.93 |
| Inv 18238 | | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/24/2023 | | Replacement of front shocks on #80 | 561.78 |
| Inv 18238 | | Total | 561.78 |
| Inv 18821 | | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/17/2023 | | 45 Day Inspection of Dial-a-Ride # 80 | 66.00 |
| Inv 18821 | | Total | 66.00 |
| 316553 Total: | | | 765.71 |

| Check Number | Check Date | Amount |
|---|--|--------|
| JSAR4011 - Jack's Auto Repair Total: | | 765.71 |
| KMTM4011 - Kim, Timothy | | |
| 316556 | 05/17/2023 | |
| Inv | 04/18/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Response Tactics Training Reimbursement for Kim | 54.52 |
| Inv 04/18/2023 Total | | 54.52 |
| 316556 Total: | | 54.52 |
| KMTM4011 - Kim, Timothy Total: | | 54.52 |
| LBBM4010 - Long Beach BMW Motorcycles | | |
| 316562 | 05/17/2023 | |
| Inv | 46361 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/28/2023 | Replace takedown light and front light VIN 39602 | 62.27 |
| Inv 46361 Total | | 62.27 |
| 316562 Total: | | 62.27 |
| LBBM4010 - Long Beach BMW Motorcycles Total: | | 62.27 |
| LEBE8032 - Betts, Lemar | | |
| 316509 | 05/17/2023 | |
| Inv | 9665 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | APRIL BEG SKATESIDE-CONTRACT INSTRUCTOR | 522.90 |
| Inv 9665 Total | | 522.90 |
| Inv | 9672 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | APRIL INTERMEDIATE SKATESIDE-CONTRACT INSTRUCTOR | 174.30 |
| Inv 9672 Total | | 174.30 |
| Inv | 9681 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | APRIL AFTER SCHOOL SKATESIDE-CONTRACT INSTRUCTOR | 490.01 |
| Inv 9681 Total | | 490.01 |
| Inv | 9808 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |

| Check Number | Check Date | Amount |
|--|--|----------|
| 04/24/2023 | SPRING BREAK APRIL 3-7 SKATESIDE-CONTRACT INSTRUCTOR | 1,313.20 |
| Inv 9808 Total | | 1,313.20 |
| 316509 Total: | | 2,500.41 |
| LEBE8032 - Betts, Lemar Total: | | 2,500.41 |
| LFSVRTM - Lifesaver Team | | |
| 316561 | 05/17/2023 | |
| Inv 909 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/18/2023 | HEARTSAVER FIRST AID CPR AED | 350.00 |
| 04/18/2023 | HEARTSAVER FIRST AID CPR AED -SENIOR CENTER | 280.00 |
| Inv 909 Total | | 630.00 |
| 316561 Total: | | 630.00 |
| LFSVRTM - Lifesaver Team Total: | | 630.00 |
| LIFE822 - Life-Assist Inc. | | |
| 316560 | 05/17/2023 | |
| Inv 1310821 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/14/2023 | Fire Department Medical Supplies - Oral/Nasal Cannula w/O2 | 527.00 |
| Inv 1310821 Total | | 527.00 |
| Inv 1310935 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/16/2023 | Fire Department Medical Supplies - Lancets, IV's, Catheter, Wipe | 1,177.70 |
| Inv 1310935 Total | | 1,177.70 |
| Inv 1310936 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/16/2023 | Fire Department Medical Supplies - Deluxe Obstetrical Kit w/Cap | 119.20 |
| Inv 1310936 Total | | 119.20 |
| Inv 1313307 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/16/2023 | Fire Department Medical Supplies - Lancets, Dual 18 box of 100 | 47.69 |
| Inv 1313307 Total | | 47.69 |
| 316560 Total: | | 1,871.59 |

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| LIFE822 - Life-Assist Inc. Total: | | 1,871.59 |
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MARCLVLO - Calvillo, Marisela

316520 05/17/2023

Inv 131007

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/26/2023 | Refundable deposit for the reservation of WMB. | 561.00 |

| | | |
|------------------|--|--------|
| Inv 131007 Total | | 561.00 |
|------------------|--|--------|

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|---------------|--|--------|
| 316520 Total: | | 561.00 |
|---------------|--|--------|

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|---|--|--------|
| MARCLVLO - Calvillo, Marisela Total: | | 561.00 |
|---|--|--------|

MCPSTI - Pusateri, Michele

0 05/17/2023

Inv 9601

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - APRIL PICKLEBALL - TUESDAY | 572.00 |

| | | |
|----------------|--|--------|
| Inv 9601 Total | | 572.00 |
|----------------|--|--------|

Inv 9721

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|--|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - APRIL PICKLEBALL - WEDNESDAY | 845.00 |

| | | |
|----------------|--|--------|
| Inv 9721 Total | | 845.00 |
|----------------|--|--------|

Inv 9724

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|--------|
| 04/24/2023 | CONTRACT INSTRUCTOR - APRIL PICKLEBALL - SATURDAY | 676.00 |

| | | |
|----------------|--|--------|
| Inv 9724 Total | | 676.00 |
|----------------|--|--------|

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|----------|--|----------|
| 0 Total: | | 2,093.00 |
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| MCPSTI - Pusateri, Michele Total: | | 2,093.00 |
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MER4010 - Meridian Medical Technologies

316566 05/17/2023

Inv 00031636

| <u>Line Item Date</u> | <u>Line Item Description</u> | |
|-----------------------|---|----------|
| 03/28/2023 | Fire - Medical supplies (DuoDote restock) | 2,126.10 |

| | | |
|--------------------|--|----------|
| Inv 00031636 Total | | 2,126.10 |
|--------------------|--|----------|

| Check Number | Check Date | Amount |
|---|---|----------|
| 316566 Total: | | 2,126.10 |
| MER4010 - Meridian Medical Technologies Total: | | 2,126.10 |
| MERN1011 - Manny's Rentals & Catering | | |
| 316564 | 05/17/2023 | |
| Inv 000287 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/15/2023 | Rental of tables, linens, cups, and saucers for 4/20/23 Volunteer Event | 312.39 |
| Inv 000287 Total | | 312.39 |
| 316564 Total: | | 312.39 |
| MERN1011 - Manny's Rentals & Catering Total: | | 312.39 |
| MHSM4011 - Smith, Michael | | |
| 316590 | 05/17/2023 | |
| Inv 04/18/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Response Tactics Training Reimbursement for Off. Smith | 54.52 |
| Inv 04/18/2023 Total | | 54.52 |
| 316590 Total: | | 54.52 |
| MHSM4011 - Smith, Michael Total: | | 54.52 |
| MICH4011 - Sanchez, Michael | | |
| 316585 | 05/17/2023 | |
| Inv 04/06/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Mental Health Decision Training Reimbursement for Cpl. Sanchez | 22.97 |
| 04/25/2023 | Mental Health Decision Training Reimbursement for Cpl. Sanchez | 50.05 |
| Inv 04/06/2023 Total | | 73.02 |
| Inv 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Sanchez | 7.75 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Sanchez | 32.63 |
| Inv 04/20/2023 Total | | 40.38 |
| 316585 Total: | | 113.40 |

| Check Number | Check Date | | Amount |
|---|--|--|-----------|
| MICH4011 - Sanchez, Michael Total: | | | 113.40 |
| MINBRKIN - Bruskin, Michael | | | |
| 316513 | 05/17/2023 | | |
| Inv | 130928 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | 50% refund for gazebo reservation cancellation | | 45.00 |
| Inv 130928 Total | | | 45.00 |
| 316513 Total: | | | 45.00 |
| MINBRKIN - Bruskin, Michael Total: | | | 45.00 |
| MLSN8264 - Snyder, Melissa | | | |
| 316591 | 05/17/2023 | | |
| Inv | 04282023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Reimbursement for Cinco de Mayo special event supplies | | 182.60 |
| Inv 04282023 Total | | | 182.60 |
| 316591 Total: | | | 182.60 |
| MLSN8264 - Snyder, Melissa Total: | | | 182.60 |
| MNBL8170 - Crestline Software, LLC | | | |
| 0 | 05/17/2023 | | |
| Inv | INV1328 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/03/2023 | Contract Services (April) | | 26,754.60 |
| Inv INV1328 Total | | | 26,754.60 |
| Inv | INV1656 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/14/2023 | Lock Box (March 2023) | | 775.50 |
| 04/10/2023 | Credit Card & Return Fees (March 2023) | | 9,107.91 |
| Inv INV1656 Total | | | 9,883.41 |
| Inv | INV1771 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/14/2023 | Printing & Postage Fees (March 2023) | | 2,568.34 |
| Inv INV1771 Total | | | 2,568.34 |

| Check Number | Check Date | Amount |
|---|---|-----------|
| 0 Total: | | 39,206.35 |
| MNBL8170 - Crestline Software, LLC Total: | | 39,206.35 |
| MOTISFIR - Motis Fire Rescue Inc. | | |
| 316567 | 05/17/2023 | |
| Inv | SO220474 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Motis Vehicle Kits for Fire Department | 3,389.80 |
| Inv SO220474 Total | | 3,389.80 |
| 316567 Total: | | 3,389.80 |
| MOTISFIR - Motis Fire Rescue Inc. Total: | | 3,389.80 |
| MVCH3011 - MV Cheng & Associates Inc. | | |
| 316568 | 05/17/2023 | |
| Inv | 04/30/2023 A | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Temporary Staffing Serivces - Senior Level Accountant | 4,050.00 |
| Inv 04/30/2023 A Total | | 4,050.00 |
| Inv | 04/30/2023 B | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Temporary Staffing Serivces - Finance Consulting Services | 1,140.00 |
| Inv 04/30/2023 B Total | | 1,140.00 |
| Inv | 04/30/2023 C | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Temporary Staffing Serivces - Finance Consulting Services | 9,840.00 |
| Inv 04/30/2023 C Total | | 9,840.00 |
| Inv | 04/30/2023 D | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Temporary Staffing Serivces - Finance Director | 24,395.00 |
| Inv 04/30/2023 D Total | | 24,395.00 |
| 316568 Total: | | 39,425.00 |
| MVCH3011 - MV Cheng & Associates Inc. Total: | | 39,425.00 |
| NCGY7000 - Godoy, Nicholas | | |

| Check Number | Check Date | | Amount |
|---|--|--|----------|
| 316545 | 05/17/2023 | | |
| Inv | 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Cultural Diversity Reimbursement Training for Off. Godoy | | 32.63 |
| 04/26/2023 | Cultural Diversity Reimbursement Training for Off. Godoy | | 20.00 |
| Inv 04/20/2023 Total | | | 52.63 |
| 316545 Total: | | | 52.63 |
| NCGY7000 - Godoy, Nicholas Total: | | | 52.63 |
| OLNP8010 - Outlook Newspapers Group | | | |
| 316571 | 05/17/2023 | | |
| Inv | 35551 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/30/2023 | RFP Public Notice: Urban Forestry, Janitorial and City Landscape | | 2,280.00 |
| Inv 35551 Total | | | 2,280.00 |
| 316571 Total: | | | 2,280.00 |
| OLNP8010 - Outlook Newspapers Group Total: | | | 2,280.00 |
| OMEG4011 - Omega Polygraph | | | |
| 316570 | 05/17/2023 | | |
| Inv | 01934 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Polygraph Services for Multiple Applicants | | 1,600.00 |
| Inv 01934 Total | | | 1,600.00 |
| 316570 Total: | | | 1,600.00 |
| OMEG4011 - Omega Polygraph Total: | | | 1,600.00 |
| OVIDU - Simion, Ovidiu Adrian | | | |
| 316589 | 05/17/2023 | | |
| Inv | 458 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Notary services for cadet applicant reyna | | 50.00 |
| Inv 458 Total | | | 50.00 |
| Inv | 459 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Notary services for cadet applicant Zeng | | 50.00 |

| Check Number | Check Date | Amount |
|---|---|----------|
| Inv 459 Total | | 50.00 |
| | | <hr/> |
| 316589 Total: | | 100.00 |
| | | <hr/> |
| OVIDU - Simion, Ovidiu Adrian Total: | | 100.00 |
| PAKH5011 - Parkhouse Tire, Inc. | | |
| 316574 | 05/17/2023 | |
| Inv 4010188523 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/28/2023 | Road / Emergency Services for Fire Engine | 6,399.45 |
| Inv 4010188523 Total | | 6,399.45 |
| | | <hr/> |
| 316574 Total: | | 6,399.45 |
| | | <hr/> |
| PAKH5011 - Parkhouse Tire, Inc. Total: | | 6,399.45 |
| PEAK8030 - Peak Software Systems Inc. | | |
| 316577 | 05/17/2023 | |
| Inv 025704 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | CSD- POS -Membership/subscription software renewal -6 mos | 628.25 |
| 04/26/2023 | CSD- POS -Membership/subscription software renewal -6 mos | 628.25 |
| 04/26/2023 | CSD- POS -Membership/subscription software renewal -6 mos | 596.25 |
| 04/26/2023 | CSD- POS -Membership/subscription software renewal -6 mos | 628.25 |
| Inv 025704 Total | | 2,481.00 |
| | | <hr/> |
| 316577 Total: | | 2,481.00 |
| | | <hr/> |
| PEAK8030 - Peak Software Systems Inc. Total: | | 2,481.00 |
| PEG4590 - NUFIC | | |
| 316569 | 05/17/2023 | |
| Inv April | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Premium for EE Benefits of AD&D - April 2023 Invoice | 1,009.65 |
| Inv April Total | | 1,009.65 |
| | | <hr/> |
| 316569 Total: | | 1,009.65 |
| | | <hr/> |
| PEG4590 - NUFIC Total: | | 1,009.65 |
| PHOE4610 - Phoenix Group Information Systems | | |

| Check Number | Check Date | | Amount |
|--|---|--|----------|
| 316578 | 05/17/2023 | | |
| Inv | 032023184 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Citations processed March 2023 | | 4,988.15 |
| Inv 032023184 Total | | | 4,988.15 |
| 316578 Total: | | | 4,988.15 |
| PHOE4610 - Phoenix Group Information Systems Total: | | | 4,988.15 |
| PMAB8021 - Budka, Pamela Avry | | | |
| 316514 | 05/17/2023 | | |
| Inv | 10019 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | CONTRACT INSTRUCTOR - SENIOR MONTHLY CHAIR YOGA | | 136.00 |
| Inv 10019 Total | | | 136.00 |
| Inv | 9859 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | CONTRACT INSTRUCTOR - SENIOR MONTHLY MEDITATION WALK-IN | | 56.00 |
| Inv 9859 Total | | | 56.00 |
| Inv | 9985 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | CONTRACT INSTRUCTOR - SENIOR MONTHLY MEDITATION | | 51.20 |
| Inv 9985 Total | | | 51.20 |
| Inv | 9986 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/27/2023 | CONTRACT INSTRUCTOR - SENIOR MONTHLY CHAIR YOGA | | 25.60 |
| Inv 9986 Total | | | 25.60 |
| 316514 Total: | | | 268.80 |
| PMAB8021 - Budka, Pamela Avry Total: | | | 268.80 |
| POR4707 - United Site Services, Inc. | | | |
| 316600 | 05/17/2023 | | |
| Inv | INV-01529878 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Portable toilet services for Skatside Period 03.21.23 -04.17.23 | | 368.64 |
| Inv INV-01529878 Total | | | 368.64 |

| Check Number | Check Date | Amount |
|---|--|----------|
| 316600 Total: | | 368.64 |
| POR4707 - United Site Services, Inc. Total: | | 368.64 |
| PRCFCA - Parks Coffee California | | |
| 316575 | 05/17/2023 | |
| Inv 80002646 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/14/2023 | Senior Center Coffee | 120.91 |
| Inv 80002646 Total | | 120.91 |
| Inv 80002951 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/14/2023 | Senior Center Coffee | 42.32 |
| Inv 80002951 Total | | 42.32 |
| 316575 Total: | | 163.23 |
| PRCFCA - Parks Coffee California Total: | | 163.23 |
| PSLSV802 - Pasadena Live Scan Service | | |
| 316576 | 05/17/2023 | |
| Inv 1180 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/31/2023 | Live Scan Services - March 2023 | 869.00 |
| Inv 1180 Total | | 869.00 |
| 316576 Total: | | 869.00 |
| PSLSV802 - Pasadena Live Scan Service Total: | | 869.00 |
| PSOMAS - PSOMAS | | |
| 316579 | 05/17/2023 | |
| Inv 195401 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/24/2023 | Assistance with General Plan & Downtown Specific Plan Update | 3,548.00 |
| Inv 195401 Total | | 3,548.00 |
| 316579 Total: | | 3,548.00 |
| PSOMAS - PSOMAS Total: | | 3,548.00 |

PUFG8267 - Wong, Pauline Sam

| | | |
|-----------------------|---|--------|
| 0 | 05/17/2023 | |
| Inv | 10023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | CONTRACT CLASS INSTRUCTOR - ADULT LINE DANCE APRIL WALK-IN | 201.50 |
| Inv 10023 Total | | 201.50 |
| Inv | 9588 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | CONTRACT CLASS INSTRUCTOR - ADULT LINE DANCE APRIL MONTHLY | 26.00 |
| Inv 9588 Total | | 26.00 |
| Inv | 9589 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | CONTRACT CLASS INSTRUCTOR- ADULT ADV LINE DANCE APRIL MONTHLY | 13.00 |
| Inv 9589 Total | | 13.00 |
| Inv | 9876 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | CONTRACT CLASS INSTRUCTOR - SR LINE DANCE APRIL MONTHLY | 16.00 |
| Inv 9876 Total | | 16.00 |
| Inv | 9877 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | CONTRACT CLASS INSTRUCTOR - SR LINE DANCE APRILWALK-IN | 192.00 |
| Inv 9877 Total | | 192.00 |
| 0 Total: | | 448.50 |

PUFG8267 - Wong, Pauline Sam Total: 448.50

PUWA8020 - Pure Water

| | | |
|-----------------------|--------------------------------|-------|
| 0 | 05/17/2023 | |
| Inv | 2024310 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 05/01/2023 | Fire - Drinking Water 2023 May | 66.24 |
| Inv 2024310 Total | | 66.24 |
| 0 Total: | | 66.24 |

PUWA8020 - Pure Water Total: 66.24

QUI5869 - Quill Corporation

| Check Number | Check Date | | Amount |
|--|---|--|-----------|
| 316580 | 05/17/2023 | | |
| Inv | 31915938 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/12/2023 | Webcam and headset | | 57.31 |
| Inv 31915938 Total | | | 57.31 |
| Inv | 31942818 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/13/2023 | Thermal laminated pouches | | 72.09 |
| Inv 31942818 Total | | | 72.09 |
| 316580 Total: | | | 129.40 |
| QUI5869 - Quill Corporation Total: | | | 129.40 |
| RAMS3041 - Rogers Anderson, Malody & Scott LLP | | | |
| 0 | 05/17/2023 | | |
| Inv | 72489 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/31/2023 | Preparation of GANN Limit Report | | 700.00 |
| Inv 72489 Total | | | 700.00 |
| 0 Total: | | | 700.00 |
| RAMS3041 - Rogers Anderson, Malody & Scott LLP Total: | | | 700.00 |
| RCLE4011 - Lee, Rachel | | | |
| 316559 | 05/17/2023 | | |
| Inv | 04/14/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Dispatcher Customer Service Training Reimbursement for P.A. Lee | | 46.78 |
| 04/25/2023 | Dispatcher Customer Service Training Reimbursement for P.A. Lee | | 21.04 |
| Inv 04/14/2023 Total | | | 67.82 |
| 316559 Total: | | | 67.82 |
| RCLE4011 - Lee, Rachel Total: | | | 67.82 |
| RFCI8180 - Raftelis Financial Consultants, Inc. | | | |
| 316581 | 05/17/2023 | | |
| Inv | 28024 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 05/01/2023 | Police Department Assessment | | 34,375.00 |

| Check Number | Check Date | Amount |
|--|--|-----------|
| Inv 28024 Total | | 34,375.00 |
| | | <hr/> |
| 316581 Total: | | 34,375.00 |
| | | <hr/> |
| RFI8180 - Raftelis Financial Consultants, Inc. Total: | | 34,375.00 |
| RIAL6501 - Arriola, Richard | | |
| 316501 | 05/17/2023 | |
| Inv | 4/16/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Mileage Reimbursement | 17.42 |
| Inv 4/16/2023 Total | | 17.42 |
| | | <hr/> |
| 316501 Total: | | 17.42 |
| | | <hr/> |
| RIAL6501 - Arriola, Richard Total: | | 17.42 |
| RIHZ6601 - Hernandez, Ricardo | | |
| 316548 | 05/17/2023 | |
| Inv | 3/28/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Mileage Reimbursement | 9.95 |
| Inv 3/28/2023 Total | | 9.95 |
| | | <hr/> |
| 316548 Total: | | 9.95 |
| | | <hr/> |
| RIHZ6601 - Hernandez, Ricardo Total: | | 9.95 |
| RTPC5500 - Regional TAP Service Center | | |
| 316582 | 05/17/2023 | |
| Inv | 6019306 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Metro 30 Day Senior Bus Pass subsidy for March | 140.00 |
| Inv 6019306 Total | | 140.00 |
| | | <hr/> |
| 316582 Total: | | 140.00 |
| | | <hr/> |
| RTPC5500 - Regional TAP Service Center Total: | | 140.00 |
| SAN1111 - Sandoval, Fernando | | |
| 316586 | 05/17/2023 | |
| Inv | 04/20/2023 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |

| Check Number | Check Date | | Amount |
|---|-----------------|--|----------|
| 04/25/2023 | | Cultural Diversity Training Reimbursement for Offcr. Sandoval | 9.23 |
| 04/25/2023 | | Cultural Diversity Training Reimbursement for Offcr. Sandoval | 32.63 |
| Inv 04/20/2023 Total | | | 41.86 |
| 316586 Total: | | | 41.86 |
| SAN1111 - Sandoval, Fernando Total: | | | 41.86 |
| SAN4958 - San Marino Security System | | | |
| 316584 | 05/17/2023 | | |
| Inv | 40435 | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/26/2023 | | Security System for Eddie Park House, Garfiled Park House, WMB | 1,035.00 |
| 04/26/2023 | | Security System for Orange Grove Recreation Building | 207.00 |
| Inv 40435 Total | | | 1,242.00 |
| 316584 Total: | | | 1,242.00 |
| SAN4958 - San Marino Security System Total: | | | 1,242.00 |
| SCRR4010 - Superior Court of California, County of LA | | | |
| 316592 | 05/17/2023 | | |
| Inv | February 2023-2 | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/18/2023 | | Previous short pay \$0.50 for February citations | 0.50 |
| Inv February 2023-2 Total | | | 0.50 |
| Inv | March 2023 | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 04/18/2023 | | Citations processed for the month of March 2023 | 3,400.00 |
| Inv March 2023 Total | | | 3,400.00 |
| 316592 Total: | | | 3,400.50 |
| SCRR4010 - Superior Court of California, County of LA Total: | | | 3,400.50 |
| SGMC2013 - St. George's Medical Clinic | | | |
| 0 | 05/17/2023 | | |
| Inv | 100629 | | |
| <u>Line Item Date</u> | | <u>Line Item Description</u> | |
| 03/01/2023 | | Pre-Employment and/or Medical Exam | 120.00 |
| Inv 100629 Total | | | 120.00 |

| Check Number | Check Date | Amount |
|-----------------------|------------------------------------|----------|
| Inv 141145 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/03/2023 | Pre-Employment and/or Medical Exam | 250.00 |
| Inv 141145 Total | | 250.00 |
| Inv 141184 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/07/2023 | Pre-Employment and/or Medical Exam | 175.00 |
| Inv 141184 Total | | 175.00 |
| Inv 141235 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/10/2023 | Pre-Employment and/or Medical Exam | 75.00 |
| Inv 141235 Total | | 75.00 |
| Inv 141315 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/15/2023 | Pre-Employment and/or Medical Exam | 175.00 |
| Inv 141315 Total | | 175.00 |
| Inv 141341 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/17/2023 | Pre-Employment and/or Medical Exam | 650.00 |
| Inv 141341 Total | | 650.00 |
| Inv 141351 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/17/2023 | Pre-Employment and/or Medical Exam | 75.00 |
| Inv 141351 Total | | 75.00 |
| Inv 141454 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/24/2023 | Pre-Employment and/or Medical Exam | 175.00 |
| Inv 141454 Total | | 175.00 |
| Inv 90607 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/29/2023 | Pre-Employment and/or Medical Exam | 120.00 |
| Inv 90607 Total | | 120.00 |
| 0 Total: | | 1,815.00 |

| Check Number | Check Date | | Amount |
|---|---|--|----------|
| SGMC2013 - St. George's Medical Clinic Total: | | | 1,815.00 |
| SHBE8032 - Bee, Shuny | | | |
| 316507 | 05/17/2023 | | |
| Inv | 9684 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | CONTRACT INSTRUCTOR - APRIL TAEKWONDO @ 4:30PM | | 390.00 |
| Inv 9684 Total | | | 390.00 |
| Inv | 9685 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | CONTRACT INSTRUCTOR - APRIL TAEKWONDO @ 5:15PM | | 97.50 |
| Inv 9685 Total | | | 97.50 |
| 316507 Total: | | | 487.50 |
| SHBE8032 - Bee, Shuny Total: | | | 487.50 |
| SHRASNDV - Sandoval, Sharae | | | |
| 316587 | 05/17/2023 | | |
| Inv | 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Sandoval | | 9.23 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for P.A. Sandoval | | 8.00 |
| Inv 04/20/2023 Total | | | 17.23 |
| 316587 Total: | | | 17.23 |
| SHRASNDV - Sandoval, Sharae Total: | | | 17.23 |
| SPBK - Springbrook Holding Company, LLC | | | |
| 0 | 05/17/2023 | | |
| Inv | INV-012421 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/11/2023 | CivicPay Pad Transaction Fees (Mar 2022) | | 95.00 |
| Inv INV-012421 Total | | | 95.00 |
| 0 Total: | | | 95.00 |
| SPBK - Springbrook Holding Company, LLC Total: | | | 95.00 |
| STA5219 - Staples Business Advantage | | | |
| 0 | 05/17/2023 | | |

| Check Number | Check Date | Amount |
|--|--|----------|
| Inv | 3533552720 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Recreation Office & Camp Med Supplies | 44.49 |
| 04/26/2023 | Recreation Office & Camp Med Supplies | 48.17 |
| 04/26/2023 | Recreation Office & Camp Med Supplies | 114.35 |
| Inv 3533552720 Total | | 207.01 |
| Inv | 3536259201 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/22/2023 | Office Supplies & Budget Supplies | 182.18 |
| Inv 3536259201 Total | | 182.18 |
| Inv | 3536259202 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/22/2023 | Office Supplies & Budget Supplies | 3.97 |
| Inv 3536259202 Total | | 3.97 |
| Inv | 3536259203 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/22/2023 | Office Supplies & Budget Supplies | 189.59 |
| Inv 3536259203 Total | | 189.59 |
| Inv | 3536530473 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/27/2023 | PD Office Supplies | 72.73 |
| Inv 3536530473 Total | | 72.73 |
| 0 Total: | | 655.48 |
| STA5219 - Staples Business Advantage Total: | | 655.48 |
| SUZMNTL - Mantell, Suzanne | | |
| 316565 | 05/17/2023 | |
| Inv | DT/NT0423-01/03 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Residential Rebate for Native Trees and Water Efficient Plants | 1,579.97 |
| Inv DT/NT0423-01/03 Total | | 1,579.97 |
| 316565 Total: | | 1,579.97 |
| SUZMNTL - Mantell, Suzanne Total: | | 1,579.97 |
| SWCAINC - SWCA, Incorporated | | |

| Check Number | Check Date | | Amount |
|--|---|--|-----------|
| 316593 | 05/17/2023 | | |
| Inv | 165418 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/21/2023 | 250 Saint Albans - HRE | | 4,676.50 |
| 04/21/2023 | 250 Saint Albans - HRE | | 4,676.50 |
| 04/21/2023 | 250 Saint Albans - HRE | | -4,676.50 |
| Inv 165418 Total | | | 4,676.50 |
| 316593 Total: | | | 4,676.50 |
| SWCAINC - SWCA, Incorporated Total: | | | 4,676.50 |
| TDDNSN - Denson, Todd | | | |
| 316530 | 05/17/2023 | | |
| Inv | 131006 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/26/2023 | Refundable deposit for the reservation of GYPH. | | 280.00 |
| Inv 131006 Total | | | 280.00 |
| 316530 Total: | | | 280.00 |
| TDDNSN - Denson, Todd Total: | | | 280.00 |
| THES8267 - Siegel, Theodore | | | |
| 316588 | 05/17/2023 | | |
| Inv | 4172023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/17/2023 | Presatation & screening" Rebecca" for senior center | | 150.00 |
| Inv 4172023 Total | | | 150.00 |
| 316588 Total: | | | 150.00 |
| THES8267 - Siegel, Theodore Total: | | | 150.00 |
| TIM4011 - Time Warner Cable | | | |
| 316596 | 05/17/2023 | | |
| Inv | 0029763032723 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/27/2023 | AN 8448208990029763 Srvc 3/16 - 4/15/23 1422 Mission Street | | 326.38 |
| Inv 0029763032723 Total | | | 326.38 |
| Inv | 0052005032623 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/26/2023 | AN 8448208990052005 Srvc 3/11 - 4/10/23 1414 Mission Street | | 3,474.49 |

| Check Number | Check Date | Amount |
|------------------------------------|---|----------|
| Inv 0052005032623 | Total | 3,474.49 |
| Inv 0070193040123 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/01/2023 | AN 8448300080070193 Srvc 4/1 - 4/30/23 660 Stoney Drive | 83.95 |
| Inv 0070193040123 | Total | 83.95 |
| Inv 0224964040823 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/08/2023 | AN 8448300080224964 Srvc 4/8 - 5/7/23 1414 Mission Street | 54.11 |
| Inv 0224964040823 | Total | 54.11 |
| Inv 0251967032223 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/22/2023 | AN 8448300080251967 Srvc 3/22 - 4/21/23 1102 Oxley Street | 254.11 |
| Inv 0251967032223 | Total | 254.11 |
| Inv 0355990040223 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/02/2023 | AN 8448300080355990 Srvc 4/2 - 5/1/23 416 Garfield Ave | 436.21 |
| Inv 0355990040223 | Total | 436.21 |
| Inv 0357905040523 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | Account # 8448 30 008 0357905 (04/05/23-05/04/23) | 130.52 |
| Inv 0357905040523 | Total | 130.52 |
| 316596 | Total: | 4,759.77 |
| TIM4011 - Time Warner Cable | Total: | 4,759.77 |
| TMOB4010 - T-Mobile | | |
| 316597 | 05/17/2023 | |
| Inv 988212311 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/21/2023 | AN 988212311 Services for 02/21/2023 through 03/20/2023 | 39.65 |
| Inv 988212311 | Total | 39.65 |
| 316597 | Total: | 39.65 |
| TMOB4010 - T-Mobile | Total: | 39.65 |

| Check Number | Check Date | Amount |
|---|---|-----------|
| TRA5998 - Transtech Engineers, Inc. | | |
| 316598 | 05/17/2023 | |
| Inv 20232295 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/31/2023 | Transtech Staff Services: (March 2023) | 26,325.00 |
| Inv 20232295 Total | | 26,325.00 |
| 316598 Total: | | 26,325.00 |
| TRA5998 - Transtech Engineers, Inc. Total: | | 26,325.00 |
| TSA8011 - Tsai Fong Books, Inc. | | |
| 316599 | 05/17/2023 | |
| Inv 14966 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/12/2023 | Books for Library Collection | 174.64 |
| Inv 14966 Total | | 174.64 |
| 316599 Total: | | 174.64 |
| TSA8011 - Tsai Fong Books, Inc. Total: | | 174.64 |
| TYBL7000 - Borrello, Tyler | | |
| 316510 | 05/17/2023 | |
| Inv 04/06/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Mental Health Decision Training Reimbursement for Cpl. Borrello | 50.05 |
| 04/25/2023 | Mental Health Decision Training Reimbursement for Cpl. Borrello | 24.59 |
| Inv 04/06/2023 Total | | 74.64 |
| Inv 04/20/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Off. Borrello | 10.93 |
| 04/25/2023 | Cultural Diversity Training Reimbursement for Off. Borrello | 32.63 |
| Inv 04/20/2023 Total | | 43.56 |
| 316510 Total: | | 118.20 |
| TYBL7000 - Borrello, Tyler Total: | | 118.20 |
| UPP7789 - Upper San Gabriel Valley MWD | | |
| 316601 | 05/17/2023 | |

| Check Number | Check Date | Amount |
|---|--|----------|
| Inv | 2/03-23 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Water Purchased from MWD March 2023 | 89.35 |
| Inv 2/03-23 Total | | 89.35 |
| Inv | 2023Q2 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Water Capacity Charge 2nd QTR 2023 | 3,445.00 |
| Inv 2023Q2 Total | | 3,445.00 |
| 316601 Total: | | 3,534.35 |
| UPP7789 - Upper San Gabriel Valley MWD Total: | | 3,534.35 |
| UQMS8010 - Unique Management Services, Inc. | | |
| 0 | 05/17/2023 | |
| Inv | 6111202 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/01/2023 | Library Agency Recovery Services: March 2023 | 337.85 |
| Inv 6111202 Total | | 337.85 |
| 0 Total: | | 337.85 |
| UQMS8010 - Unique Management Services, Inc. Total: | | 337.85 |
| URBP8035 - The Urban Pet | | |
| 316595 | 05/17/2023 | |
| Inv | 20001082371 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/01/2023 | Food for K9 Zaggy | 159.98 |
| Inv 20001082371 Total | | 159.98 |
| Inv | 20001107469 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Food for K9 Zaggy | 159.98 |
| Inv 20001107469 Total | | 159.98 |
| 316595 Total: | | 319.96 |
| URBP8035 - The Urban Pet Total: | | 319.96 |
| VERW6711 - Verizon Wireless | | |

| Check Number | Check Date | | Amount |
|--|--|--|-----------|
| 316602 | 05/17/2023 | | |
| Inv | 9931078285 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/26/2023 | AN 2700619951-00004 Services for 2/27/2023 through 3/26/2023 | | 517.94 |
| Inv 9931078285 Total | | | 517.94 |
| Inv | 9931463701 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/01/2023 | AN 642443919-00001 Services for 3/2/2023 through 4/1/2023 | | 1,224.79 |
| Inv 9931463701 Total | | | 1,224.79 |
| 316602 Total: | | | 1,742.73 |
| VERW6711 - Verizon Wireless Total: | | | 1,742.73 |
| WES4152 - West Coast Arborists, Inc. | | | |
| 0 | 05/17/2023 | | |
| Inv | 195158 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 01/15/2023 | St Tree Maint Annual Tree Planting & Removal 1/1/23-1/15/23 | | 16,715.00 |
| 01/15/2023 | Street Maintenance Contract Services Week of 1/1/23-1/15/23 | | 3,205.00 |
| Inv 195158 Total | | | 19,920.00 |
| Inv | 198444 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/31/2023 | Street Maintenance Contract Services 3/16/23-3/31/23 | | 1,800.00 |
| 03/31/2023 | Str Tr Maint Annual Tree Planting & Removal 3/16/23-3/31/23 | | 3,080.00 |
| Inv 198444 Total | | | 4,880.00 |
| Inv | 198445 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 03/31/2023 | Street Maintenance Contract Services 3/16/23-3/31/23 | | 170.00 |
| Inv 198445 Total | | | 170.00 |
| 0 Total: | | | 24,970.00 |
| WES4152 - West Coast Arborists, Inc. Total: | | | 24,970.00 |
| WES6711 - Western Water Works Support Ctr. | | | |
| 316604 | 05/17/2023 | | |
| Inv | 1238162-00 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/30/2023 | 6in repair clamps purchased to repair water main breaker | | 681.78 |

| Check Number | Check Date | Amount |
|--|---|--------|
| Inv 1238162-00 Total | | 681.78 |
| | | <hr/> |
| 316604 Total: | | 681.78 |
| | | <hr/> |
| WES6711 - Western Water Works Support Ctr. Total: | | 681.78 |
| WLHD8020 - Westlake Hardware | | |
| 0 | 05/17/2023 | |
| Inv 14303396 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Masking tape for detective bureau | 10.74 |
| Inv 14303396 Total | | 10.74 |
| Inv 14303519 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | 4 Crown Vic keys, 30 armory keys | 120.90 |
| Inv 14303519 Total | | 120.90 |
| Inv 14303526 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/03/2023 | Fire - Station supplies | 93.67 |
| Inv 14303526 Total | | 93.67 |
| Inv 14303527 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Keys for unit 1121 & storage box for WC office; | 55.03 |
| Inv 14303527 Total | | 55.03 |
| Inv 14303540 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Tape measures for Parking Control Officers | 46.27 |
| Inv 14303540 Total | | 46.27 |
| Inv 14303541 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/20/2023 | Batteries for PD | 32.61 |
| Inv 14303541 Total | | 32.61 |
| Inv 14303548 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/06/2023 | Fire - Station supplies | 83.33 |
| Inv 14303548 Total | | 83.33 |

| Check Number | Check Date | Amount |
|---|--|----------|
| Inv | 14303602 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Salt Purchase for Wilson onsite Chlorine generator | 2,496.30 |
| Inv 14303602 Total | | 2,496.30 |
| Inv | 14303607 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/30/2023 | Water Div. Supplies - Pumps, Joints, Compound. | 488.26 |
| Inv 14303607 Total | | 488.26 |
| 0 Total: | | 3,427.11 |
| WLHD8020 - Westlake Hardware Total: | | 3,427.11 |
| XIWNG - Wang, Xi | | |
| 316603 | 05/17/2023 | |
| Inv | 130912 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/26/2023 | participate requested refund for rec class. admin fee applied | 84.00 |
| Inv 130912 Total | | 84.00 |
| 316603 Total: | | 84.00 |
| XIWNG - Wang, Xi Total: | | 84.00 |
| RRXF5010 - Xerox Financial Services | | |
| 316606 | 05/17/2023 | |
| Inv | 3941228 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 03/22/2023 | Cntrct 010-0061587-004 City Facilities Copiers-12/22/22-3/21/23 | 6,696.07 |
| Inv 3941228 Total | | 6,696.07 |
| Inv | 4069923 | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | |
| 04/02/2023 | Cntrct 010-0061587-004 City Facilities Copiers-3/22/23 - 4/21/23 | 2,204.46 |
| Inv 4069923 Total | | 2,204.46 |
| 316606 Total: | | 8,900.53 |
| RRXF5010 - Xerox Financial Services Total: | | 8,900.53 |
| YTI1023 - Y Tire Performance LLC | | |

| Check Number | Check Date | | Amount |
|--|--------------------------------------|--|------------|
| 316607 | 05/17/2023 | | |
| Inv | 35407 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | Water Production Unit 10 Tire Repair | | 30.00 |
| Inv 35407 Total | | | 30.00 |
| Inv | 35408 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/24/2023 | PD tire replacement unit #1121 | | 528.97 |
| Inv 35408 Total | | | 528.97 |
| 316607 Total: | | | 558.97 |
| YTH1023 - Y Tire Performance LLC Total: | | | 558.97 |
| ZAVA4011 - Zavala, Jeanette | | | |
| 316609 | 05/17/2023 | | |
| Inv | 04/10-14/2023 | | |
| <u>Line Item Date</u> | <u>Line Item Description</u> | | |
| 04/25/2023 | Motorola Summit 2023 For P.A. Zavala | | 402.52 |
| Inv 04/10-14/2023 Total | | | 402.52 |
| 316609 Total: | | | 402.52 |
| ZAVA4011 - Zavala, Jeanette Total: | | | 402.52 |
| Total: | | | 653,727.46 |

ATTACHMENT 4

Online Payments

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City of
SOUTH PASADENA

| Online Payment Log | | | |
|--------------------|---------------|-------------|---|
| Date | Vendor | Amount | Description |
| 4/20/2023 | So Cal Edison | \$9,612.61 | Online Payment for City Owned Electric Accounts. |
| 4/25/2023 | UMPQUA Bank | \$25,511.07 | Online Payment for City's March 2023 CC Expenses. |
| 5/8/2023 | So Cal Edison | \$41,726.51 | Online Payment for City Owned Electric Account #3859. |
| 5/9/2023 | So Cal Gas | \$1,679.25 | Online Payment for City's Gas Bills from 03/16/2023-04/14/2023. |

Total: **\$78,529.44**

City of
SOUTH PASADENA

| March 2023 Credit Card Expense Summary | | |
|--|--|------------|
| Date | Description | Amount |
| 03.01.2023 | Community Development - American Planning Conference | \$785.00 |
| 03.01.2023 | City Manager's Office - Quick and Clean - City's Business Networking Event 02/28/23 | \$195.00 |
| 03.01.2023 | City Manager's Office - Vons - Business Networking Event Refreshments | \$49.99 |
| 03.01.2023 | City Manager's Office - La Monarca Bakery - Networking Event Refreshments | \$104.40 |
| 03.01.2023 | City Manager's Office - La Monarca Bakery - Networking Event Coffee | \$24.19 |
| 03.01.2023 | City Manager's Office - Senior Fish - Working Business Lunch | \$56.94 |
| 03.01.2023 | City Manager's Office - Quick and Clean - City Networking Event Dry Clean Tablecloths | \$150.00 |
| 03.01.2023 | Mamma's Brick Oven Pizza - Analyst Cohort Meeting | \$186.28 |
| 03.01.2023 | Management Services - Shakers South Pasadena - City Council Meeting Dinner | \$70.28 |
| 03.01-03.29.23 | Motor Officers - Tesla - Charging for Motor | \$456.76 |
| 03.01-03.30.23 | Motor Officers - Chevron - Fuel for Motor Officers | \$295.06 |
| 03.02.2023 | City Manager's Office - Gio's Bakery & Café - Executive Team Birthday's | \$47.00 |
| 03.02.2023 | Community Services - Richard Nixon Foundation - Deposit for Senior Trip | \$315.00 |
| 03.02.2023 | Police Department - Starbucks - Meeting with PD Assessment Consultants | \$80.00 |
| 03.02.2023 | Community Services - Smart And Final - Teen Center Snacks | \$191.63 |
| 03.02.2023 | Community Services - Smart And Final - Camp Med Supplies | \$69.92 |
| 03.03.2023 | Library - COSUGI - Virtual Conference for Barb Posner | \$100.00 |
| 03.03.2023 | Police Department - Grammarly Annual Subscription for Police Department | \$2,610.00 |
| 03.03.2023 | Community Services - In *Outlook Newspaper | \$510.00 |
| 03.05.2023 | Community Development - American Airlines (Airfare) Angelica F. Lupo | \$280.70 |
| 03.05.2023 | Fire Department - AutoZone - Chain, Volt Truck 15lb Cable | \$164.85 |
| 03.05.2023 | City Manager's Office - Constant Contact - Citywide Marketing Tool Fee | \$200.00 |
| 03.05.2023 | City Manager's Office - Southwest Airlines - Flight for T. Binns Legislative Action Day | \$134.00 |
| 03.05.2023 | City Manager's Office - Vons - Economic Partnership Meeting | \$10.99 |
| 03.05.2023 | City Manager's Office - Vons - Economic Partnership Meeting | \$68.24 |
| 03.05.2023 | Community Services - Imagen Inc - Staff Jackets | \$294.22 |
| 03.05.2023 | Community Services - Netflix.Com - Senior Center Movies | \$15.49 |
| 03.06.2023 | Community Development - American Airlines (Airfare) Angelica F. Lupo | \$270.70 |
| 03.06.2023 | City Manager's Office - Staples - Economic Development Meeting Supplies | \$47.38 |
| 03.07.2023 | Police - Hotels.com - Hotel Expense for Jeanette Zavala for Motorola Conference | \$1,092.65 |
| 03.07.2023 | Police - Hotels.com - Hotel Expense for Gilberto Carrillo for Motorola Conference | \$1,092.65 |
| 03.07.2023 | Police Department - Motorola Manual for Jeanette Zavala | \$1,050.00 |
| 03.07.2023 | Police Department - Motorola Manual for Gilberto Carrillo | \$1,050.00 |
| 03.07.2023 | Police - Southwest Airlines Flight - Flight for Jeanette Zavala for Motorola Conference | \$587.46 |
| 03.07.2023 | Police - Southwest Airlines Flight - Flight for Gilberto Carrillo for Motorola Conference | \$453.76 |
| 03.08.2023 | Community Development - Zoom.US - Monthly Zoom Expense | \$17.19 |
| 03.08.2023 | Police Department - Gus's BBQ - Meeting with PD Consultants | \$155.17 |
| 03.08.2023 | City Manager's Office - Berry Opera - Meeting with Liz Calvert (Woman's Club) | \$26.82 |
| 03.08.2023 | City Manager's Office - Berry Opera - Meeting with Liz Calvert (Woman's Club) | \$3.25 |
| 03.08.2023 | Finance - LSL CPAS - Training for Albert Trinh and Hsiulee Tran | \$190.00 |
| 03.08.2023 | City Manager's Office - Vons - Meeting Snacks | \$39.98 |
| 03.08.2023 | Community Services - Vons #3075 - Coffee and Treats | \$53.47 |
| 03.09.2023 | Community Services - Smart And Final 370 - Teen Center Snacks | \$325.49 |
| 03.09.2023 | Community Services - Smart And Final 370 - Camp Snacks | \$21.86 |
| 03.09.2023 | Management Services - Association of Workplace Investigators | \$225.00 |
| 03.10.2023 | Community Services - Smart & Final - Event Supplies for Senior Center | \$95.13 |
| 03.12.2023 | Community Services - Smart And Final 370 - Spring Camp Supplies | \$93.23 |
| 03.12.2023 | Community Services - Michaels Stores - Spring Camp Supplies | \$67.80 |
| 03.12.2023 | Community Services - Sq *Ultrazone - Teen Center Trips | \$240.00 |
| 03.13.2023 | Public Works - Fred Pryor Seminar | \$99.00 |
| 03.13.2023 | Public Works - APWA National - Construction Inspection Workshop | \$700.00 |
| 03.13.2023 | Community Services - Sprouts Farmers Market - Centerpieces for Luncheon | \$44.10 |
| 03.14.2023 | Community Development - O'Riley Auto Parts | \$70.53 |
| 03.14.2023 | Public Works - SP BNI Building News 2021 Edition Book/eBook | \$272.40 |
| 03.14.2023 | FedEx - Fire Department | \$20.57 |
| 03.14.2023 | Community Services - Lowes - Senior Center Supplies | \$143.30 |
| 03.15.2023 | Library - Gotprint.com - Invitations for Volunteer Recognition Event | \$71.55 |
| 03.15.2023 | Community Services - Pavilions - Luncheon Deserts | \$99.95 |
| 03.15.2023 | Community Services - Aquarium Of Pacific - Senior Trip | \$344.25 |
| 03.15.2023 | Management Services - Gus's BBQ - City Council Meeting Dinner | \$94.41 |
| 03.16.2023 | Public Works - ICMA Online Registration for Mark Anthony Jimenez | \$200.00 |
| 03.16.2023 | Community Services - Target - Snacks | \$63.43 |
| 03.19.2023 | Community Services - Joann Stores - Spring Camp Med Craft Supplies | \$36.79 |
| 03.19.2023 | Community Services - Vons - After School Lunch | \$59.90 |
| 03.19.2023 | Community Services - Costco - Senior Event Supplies | \$66.13 |
| 03.19.2023 | Community Services - Michaels Stores - Egg Hunt Supplies | \$126.77 |
| 03.19.2023 | Community Services - Michaels Stores - Senior Center Egg Hunts | \$137.79 |
| 03.20.2023 | Fire Department - Terry's Mobile - Equipment Labeling for Helmet | \$7.62 |
| 03.20.2023 | City Manager's Office - Southwest Airlines - Conference for Mary Jerejian | \$217.97 |
| 03.20.2023 | City Manager's Office - Southwest Airlines - Conference for D. Megerdichian | \$217.97 |
| 03.20.2023 | Community Services - Hobby Lobby - Senior Center Crafts | \$274.97 |
| 03.20.2023 | Community Services - Hobby Lobby - Egg Hunt Supplies | \$71.75 |
| 03.21.2023 | Public Works - Redwing (Altus GTS, Inc.) - PW Uniform Supplies Vendor Fee | \$123.27 |
| 03.21.2023 | Fire Department - Direct TV - News Coverage for EOC | \$208.46 |
| 03.22.2023 | City Manager's Office - Municipal Management Association Meeting - Attendance for 6 People | \$210.00 |
| 03.22.2023 | Community Services - Hobby Lobby - Egg Hunt Supplies | \$207.12 |
| 03.23.2023 | Community Services - AutoZone - Dash Board Clamp | \$24.62 |
| 03.24.2023 | Community Services - Provenance Rentals - Senior Center & Egg Hunt Chair Rentals | \$179.33 |
| 03.24.2023 | Community Services - CA Park and Rec Society - Conference for L. Hakobian | \$50.00 |
| 03.24.2023 | Community Services - Fiesta Fantastic Entertainment - Deposit for Train Egg Hunt | \$100.00 |
| 03.25.2023 | Library - Gotprint.com - Printing of Strategic Plan Brochure and Book Group Kit Bookmarks | \$442.18 |
| 03.26.2023 | Community Services - Facebook - Marketing | \$7.00 |
| 03.26.2023 | Community Services - Alin Party Supply Co - Table Clothes and Supplies for Cinco De Mayo | \$319.33 |
| 03.26.2023 | Community Services - Facebook - Marketing | \$7.00 |
| 03.26.2023 | Community Services - Target 00001958 - Senior Center Supplies for Egg hunt | \$59.54 |
| 03.27.2023 | Fire Department - Tokoro Restaurant - Lunch for Interviews | \$155.88 |
| 03.27.2023 | Library - Apple - iPad Screen Cover | \$87.10 |
| 03.27.2023 | Library - Apple - iPad Screen Cover | \$87.10 |
| 03.27.2023 | Police Department - Real Avid - Range Equipment | \$149.99 |
| 03.27.2023 | Police Department - Tesla - Electric Vehicle Charging Adapters | \$192.94 |
| 03.27.2023 | Police Department - Tesla - Electric Vehicle Charging Adapters | \$192.94 |
| 03.27.2023 | Police Department - Tesla - Electric Vehicle Charging Adapters | \$192.94 |
| 03.27.2023 | Police Department - Tesla - Electric Vehicle Charging Adapters | \$192.94 |
| 03.27.2023 | Police Department - Tesla - Electric Vehicle Charging Adapters | \$192.94 |
| 03.27.2023 | Police Department - Savage Training - Tactical Scenario Training Program | \$489.00 |
| 03.27.2023 | Community Services - Hobby Lobby - Decorations | \$100.27 |
| 03.27.2023 | Community Services - Facebook - Marketing | \$7.00 |
| 03.27.2023 | Management Services - Municipal Management Association - Membership Renewal | \$90.00 |
| 03.28.2023 | Community Development - American Airlines (Change Flight Fee) | \$96.50 |

| | | |
|---------------|---|--------------------|
| 03.28.2023 | Public Works - Charlies Coffee House - City Meeting with Project Partners | \$31.34 |
| 03.28.2023 | Fire Department - Chipotle - Lunch for Interviews | \$19.35 |
| 03.28.2023 | Community Services - Grocery Outlet - Camp Med Snacks | \$87.98 |
| 03.28.2023 | Library - Apple - iPad Keyboard | \$274.52 |
| 03.28.2023 | Police Department - SP Fix IT Sticks - Range Equipment Torque Driver and Limiter | \$246.60 |
| 03.29.2023 | Community Development - American Planning Membership | \$197.00 |
| 03.29.2023 | Community Services - Warner Bros. Studio - Camp Med Fieldtrip Tickets | \$506.00 |
| 03.29.2023 | Library - Apple - Apple Care for iPad | \$69.00 |
| 03.29.2023 | Library - Apple - iPad | \$499.02 |
| 03.29.2023 | Library - Apple - Apple Care for iPad | \$69.00 |
| 03.29.2023 | Library - Apple - iPad | \$499.02 |
| 03.29.2023 | Police Department - Pacific Cascade Parking - Chalking Sticks for Parking Control | \$118.13 |
| 03.29.2023 | City Manager's Office - Zoom.us - CM Office Subscription | \$161.14 |
| 03.29.2023 | City Manager's Office - Zoom.us - CM Office Standard Pro Annual | \$161.14 |
| 03.29.2023 | Community Services - Amzn Mktp - Bug Zapper | \$51.80 |
| 03.29.2023 | Community Services - Sq *Akw Locksmith Inc - Van Key Duplication | \$275.62 |
| 03.30.2023 | Community Services - Www.Staygoldenpb.Com - Photo Booth for Prom | \$100.00 |
| 03.31.2023 | Community Services - Smart And Final - Spring Camp Snacks | \$50.82 |
| 03.31.2023 | Community Services - Dollar Tree - Camp Med Supplies | \$15.06 |
| Total: | | \$25,511.07 |

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ATTACHMENT 5
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 4/28/2023 Regular

| | | |
|---------------------|-----------|-------------------|
| Checks | \$ | 522.89 |
| Direct Deposits | \$ | 487,873.67 |
| IRS Payments | \$ | 101,093.03 |
| EDD - State of CA | \$ | 30,205.53 |
| PERS Pension | \$ | 116,923.22 |
| Deferred Comp | \$ | 25,180.81 |
| PERS Health | \$ | - |
| Subtotal: | \$ | 761,799.15 |
| Grand Total: | \$ | 761,799.15 |

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City Council Agenda Report

ITEM NO. 10

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: John Downs, Interim Finance Director
Hsiulee Tran, Deputy Finance Director/Controller
Albert Trinh, Finance Manager

SUBJECT: **Monthly Investment Reports for March 2023**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Reports for March 2023.

Background

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

The reports reflect all investments at the above-referenced date and conform to the California Government Code, Section 53600 et. seq., and the City Investment Policy adopted by Resolution No. 7635. A copy of the Resolution is available in the City Clerk's Office.

Analysis

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report reflects that the City complies with the reporting requirements of California Government Code Section 53646, whereby the agency must describe the investments made, indicate monies under the management of contracted parties, discuss compliance with local investment policy, and discuss whether the agency can meet its expenditure requirements for the next six months. Investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Key Performance Indicators and Strategic Plan

This item is in line with the Finance Department's Key Performance Indicator. The Monthly Investment Report is prepared in a timely manner.

Fiscal Impact

There is no fiscal impact associated with this recommendation.

Commission Review and Recommendation

Item not required to be reviewed by a commission.

Attachment:

1. City Investment Report for March 2023

ATTACHMENT 1
City Investment Reports for March 2023

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Exhibit A

City of South Pasadena
INVESTMENT REPORT
 March 31, 2023

Investment Balances at Month End

| INSTITUTION NAME | MATURITY DATE | YIELD ¹ | PERCENT OF PORTFOLIO | COST | CURRENT MARKET VALUE * |
|--------------------------------------|-----------------|--------------------|----------------------|-------------------------|-------------------------|
| LOCAL AGENCY INVESTMENT FUND: | | | | | |
| LAIF City | ON DEMAND | 2.831% | 24.29% | 15,745,127.85 | 15,745,127.85 |
| SUBTOTAL | | | 24.29% | \$ 15,745,127.85 | \$ 15,745,127.85 |
| ZIONS BANK | | | | | |
| Money Market | See Exhibit B-1 | 4.210% | 0.58% | 378,018.83 | 378,018.83 |
| Corporate Bonds | See Exhibit B-1 | 5.113% | 22.14% | 14,353,532.36 | 13,743,584.50 |
| U.S. Obligations | See Exhibit B-1 | 4.700% | 1.82% | 1,180,800.00 | 1,201,660.01 |
| U.S. Treasury Notes & Bonds | See Exhibit B-1 | 4.725% | 49.52% | 32,096,041.83 | 31,288,954.12 |
| U.S. Obligations Variable | See Exhibit B-1 | 4.920% | 1.65% | 1,066,455.34 | 1,064,726.30 |
| SUBTOTAL | | | 75.71% | \$ 49,074,848.36 | \$ 47,676,943.76 |
| TOTAL INVESTMENTS | | | 100.00% | \$ 64,819,976.21 | \$ 63,422,071.61 |

BANK ACCOUNTS:

| | |
|---|------------------|
| Bank of the West Accounts Balance | \$ 13,294,151.10 |
| BNY Mellon Uninvested Cash Balance ² | \$ 162,008.80 |

Footnotes:

¹ Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio 599 DAYS

Average weighted total yield of the portfolio 4.249%

Projected Expenditures for the next 6 months:

Projected with Prior Year Same Period: \$ 24,093,958

Projected with FY 2023 Adopted Budget: \$ 36,749,639

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

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

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


 Zhen Tao, City Treasurer

5/11/2023
 Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
March 31, 2023

| Issuer | CUSIP | Par Value | Coupon Rate | Maturity Date | Cost | Market Value | Yield or YTW ¹ |
|--|-----------|----------------------|-------------|---------------|----------------------|----------------------|---------------------------|
| Money Market | | | | | | | |
| Fidelity Gov Port III FCGXX | | 378,018.83 | N/A | N/A | 378,018.83 | 378,018.83 | 4.2100% |
| Subtotal Corporate Bonds | | 378,018.83 | | | 378,018.83 | 378,018.83 | 4.2100% |
| Corporate Bonds | | | | | | | |
| General Dynamics Corp | 369550BD9 | 470,000.00 | 3.375% | 5/15/2023 | 476,093.05 | 469,035.33 | 5.210% |
| Burlington Northn Santa Fe | 12189LAQ4 | 466,000.00 | 3.850% | 9/1/2023 | 471,247.13 | 464,236.37 | 5.210% |
| Cisco Systems Inc | 17275RBH4 | 237,000.00 | 2.200% | 9/20/2023 | 235,410.30 | 234,413.95 | 5.040% |
| Deere John Capital Corp | 24422EUM9 | 473,000.00 | 3.650% | 10/12/2023 | 482,792.76 | 469,134.13 | 5.110% |
| Caterpillar Finl Svcs | 14912L5X5 | 469,000.00 | 3.750% | 11/24/2023 | 488,541.36 | 464,136.35 | 5.020% |
| Truist Finl Corp | 05531FBF9 | 594,000.00 | 3.750% | 12/6/2023 | 610,589.30 | 582,877.15 | 5.060% |
| 3M Co | 88579YBB6 | 237,000.00 | 3.250% | 2/14/2024 | 233,641.71 | 234,096.18 | 5.540% |
| Blackrock Inc | 09247XAL5 | 467,000.00 | 3.500% | 3/18/2024 | 471,794.13 | 460,564.64 | 5.110% |
| MetLife Inc | 59156RBH0 | 235,000.00 | 3.600% | 4/10/2024 | 242,189.29 | 231,178.75 | 5.630% |
| Comcast Corp New | 20030NCR0 | 468,000.00 | 3.700% | 4/15/2024 | 486,999.46 | 462,459.60 | 5.360% |
| Ace Ina Hldgs Inc | 00440EAR8 | 470,000.00 | 3.350% | 5/15/2024 | 455,881.20 | 462,107.58 | 5.330% |
| Texas Instruments Inc | 882508BB9 | 478,000.00 | 2.625% | 5/15/2024 | 484,080.02 | 466,883.22 | 5.150% |
| Paccar Financial Corp | 69371RQ25 | 242,000.00 | 2.150% | 8/15/2024 | 245,945.38 | 233,328.32 | 5.270% |
| Unitedhealth Group Inc | 91324PDR0 | 598,000.00 | 2.375% | 8/15/2024 | 612,447.46 | 578,921.22 | 5.260% |
| United Parcel Svcs Inc | 911312BT2 | 241,000.00 | 2.200% | 9/1/2024 | 242,165.57 | 232,724.32 | 5.180% |
| Coca Cola Co | 191216CL2 | 490,000.00 | 1.750% | 9/6/2024 | 490,801.14 | 475,825.83 | 4.510% |
| PNC Finl Svcs Group Inc | 693475AY1 | 610,000.00 | 2.200% | 11/1/2024 | 612,034.86 | 579,733.82 | 5.090% |
| Pepsico Inc | 713448EQ7 | 483,000.00 | 2.250% | 3/19/2025 | 494,354.84 | 464,075.74 | 4.970% |
| Target Corp | 87612EBL9 | 487,000.00 | 2.250% | 4/15/2025 | 494,519.29 | 467,618.34 | 5.020% |
| US Bancorp | 91159HHZ6 | 504,000.00 | 1.450% | 5/12/2025 | 498,297.09 | 463,787.75 | 5.210% |
| JPMorgan Chase & Co | 46625HMN7 | 827,000.00 | 3.900% | 7/15/2025 | 873,558.57 | 813,149.63 | 5.190% |
| Bank Of America Corp | 06051GFS3 | 585,000.00 | 3.875% | 8/1/2025 | 624,331.14 | 571,895.84 | 5.140% |
| Home Depot Inc | 437076BK7 | 472,000.00 | 3.350% | 9/15/2025 | 499,974.23 | 461,648.71 | 5.010% |
| Bristol-Myers Squibb Co | 110122DN5 | 513,000.00 | 0.750% | 11/13/2025 | 473,796.54 | 468,249.98 | 4.910% |
| Prudential Finl Inc | 74432QCH6 | 257,000.00 | 1.500% | 3/10/2026 | 249,874.41 | 234,227.07 | 5.050% |
| Procter & Gamble Co | 742718FP9 | 523,000.00 | 1.000% | 4/23/2026 | 501,840.38 | 478,174.04 | 4.770% |
| Schwab Charles Corp | 808513BR5 | 524,000.00 | 1.150% | 5/13/2026 | 503,714.96 | 459,630.87 | 5.150% |
| Intel Corp | 458140AU4 | 485,000.00 | 2.600% | 5/19/2026 | 497,799.65 | 460,351.71 | 5.040% |
| Bank New York Mellon Corp | 06406RBJ5 | 477,000.00 | 4.414% | 7/24/2026 | 475,693.02 | 470,284.69 | 5.470% |
| Amazon Com Inc | 023135CP9 | 351,000.00 | 4.550% | 12/1/2027 | 353,148.12 | 356,044.17 | 4.820% |
| State Street Corp | 857477BS1 | 520,000.00 | 2.203% | 2/7/2028 | 469,976.00 | 472,789.20 | 5.050% |
| Subtotal Corporate Bonds | | 14,253,000.00 | | | 14,353,532.36 | 13,743,584.50 | 5.1126% |
| U.S. Obligations | | | | | | | |
| Federal Home Loan Banks | 3130AUU36 | 1,200,000.00 | 4.125% | 3/13/2026 | 1,180,800.00 | 1,201,660.01 | 4.700% * |
| Subtotal U.S. Obligations | | 1,200,000.00 | | | 1,180,800.00 | 1,201,660.01 | 4.7000% |
| U.S. Treasury Notes & Bonds | | | | | | | |
| U.S. Treasury Notes | 91282CDA6 | 1,471,000.00 | 0.250% | 9/30/2023 | 1,446,948.50 | 1,439,511.77 | 5.130% |
| U.S. Treasury Notes | 9128285P1 | 2,133,000.00 | 2.875% | 11/30/2023 | 2,179,603.78 | 2,107,088.32 | 5.120% |
| U.S. Treasury Notes | 912828W71 | 2,036,000.00 | 2.125% | 3/31/2024 | 2,034,316.55 | 1,986,451.90 | 5.180% |
| U.S. Treasury Notes | 912828X70 | 2,888,000.00 | 2.000% | 4/30/2024 | 2,893,472.33 | 2,808,242.10 | 5.160% |
| U.S. Treasury Notes | 91282CDB4 | 2,753,000.00 | 0.625% | 10/15/2024 | 2,688,117.38 | 2,602,661.42 | 4.980% |
| U.S. Treasury Notes | 91282CGG0 | 2,500,000.00 | 4.125% | 1/31/2025 | 2,475,782.50 | 2,498,047.50 | 4.840% |
| U.S. Treasury Notes | 912828ZF0 | 2,539,000.00 | 0.500% | 3/31/2025 | 2,466,140.98 | 2,367,023.37 | 4.760% |
| U.S. Treasury Notes | 912828ZW3 | 2,320,000.00 | 0.250% | 6/30/2025 | 2,213,630.56 | 2,136,847.60 | 4.640% |
| U.S. Treasury Notes | 91282CAZ4 | 2,077,000.00 | 0.375% | 11/30/2025 | 1,972,491.75 | 1,893,152.27 | 4.550% |
| U.S. Treasury Notes | 91282CBH3 | 2,215,000.00 | 0.375% | 1/31/2026 | 2,109,604.43 | 2,009,246.44 | 4.500% |
| U.S. Treasury Notes | 91282CBT7 | 2,062,000.00 | 0.750% | 3/31/2026 | 1,982,404.35 | 1,884,958.74 | 4.440% |
| U.S. Treasury Notes | 91282CCW9 | 2,598,000.00 | 0.750% | 8/31/2026 | 2,485,764.10 | 2,345,913.46 | 4.410% |
| U.S. Treasury Notes | 91282CFM8 | 2,900,000.00 | 4.125% | 9/30/2027 | 2,902,567.40 | 2,951,654.80 | 4.340% * |
| U.S. Treasury Notes | 91282CGH8 | 2,272,000.00 | 3.500% | 1/31/2028 | 2,245,197.22 | 2,258,154.43 | 4.190% |
| Subtotal Treasury Notes & Bonds | | 32,764,000.00 | | | 32,096,041.83 | 31,288,954.12 | 4.7246% |

| Issuer | CUSIP | Par Value | Coupon Rate | Maturity Date | Cost | Market Value | Yield or YTW¹ |
|---|--------------|----------------------|--------------------|----------------------|----------------------|----------------------|---------------------------------|
| U.S. Obligations Variable | | | | | | | |
| U S Treasury Notes Adj Rt | 91282CDE8 | 1,065,000 | 4.61% | 10/31/2023 | 1,066,455.34 | 1,064,726.30 | 4.9200% |
| Subtotal U.S. Obligations Variable | | 1,065,000.00 | | | 1,066,455.34 | 1,064,726.30 | 4.9200% |
| Grand Total | | 49,660,018.83 | | | 49,074,848.36 | 47,676,943.76 | 4.8027% |

* Any new investments are italicized and marked with an asterix to the right.

| Issuer | CUSIP | Par Value | Coupon Rate | Maturity Date | Cost |
|---------------------|--------------|------------------|--------------------|----------------------|--------------|
| Maturities | | | | | |
| None | | | | | |
| Withdrawals | | | | | |
| None | | | | | |
| Sales/Calls | | | | | |
| U.S. Treasury Notes | 912828S35 | 2,648,000.00 | 1.375% | 6/30/2023 | 2,640,009.54 |

¹ YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
March 31, 2023**

2016 Water Revenue Bonds

| Investment Type | Issuer | Settlement Date | Par Value | Coupon Rate | Market Value | Current YTM | Maturity Date | Days to Maturity | CUSIP Account Number |
|-----------------|--------|-----------------|-----------|-------------|--------------|-------------|---------------|------------------|----------------------|
|-----------------|--------|-----------------|-----------|-------------|--------------|-------------|---------------|------------------|----------------------|

BNY Mellon Project Fund

| | | | | | | | | | |
|---|-----------------------------------|-------|-------------------|---------------|-------------------|---------------|--|---|--|
| 1 | Cash | | 362.53 | 0.010% | 362.53 | 0.010% | | 1 | |
| 2 | Morgan Stanley Treasury Portfolio | | 161,646.27 | 0.250% | 161,646.27 | 0.250% | | 1 | |
| Subtotal Cash & Cash Equivalents | | 0.52% | 162,008.80 | 0.249% | 162,008.80 | 0.249% | | 1 | |
| Total Project Fund | | | 162,008.80 | 0.249% | 162,008.80 | 0.249% | | 1 | |

Exhibit C

**March 31, 2023
Investment Report**

Summary of Invested Funds -- Last Day of the Month

| MONTH | FY 2013-14 | FY 2014-15 | FY 2015-16 | FY 2016-17 | FY 2017-18 | FY 2018-19 | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| JULY | 17,332,153 | 20,958,651 | 26,306,572 | 28,541,631 | 74,033,803 | 33,187,829 | 34,119,395 | 39,309,559 | 47,220,730 | 62,091,716 |
| AUGUST | 17,330,985 | 12,658,088 | 26,294,151 | 28,405,544 | 73,122,925 | 31,258,493 | 34,245,197 | 35,205,219 | 47,188,874 | 62,035,853 |
| SEPTEMBER | 16,331,557 | 19,715,369 | 22,058,959 | 27,049,892 | 70,952,657 | 31,219,168 | 34,211,588 | 35,108,138 | 50,651,612 | 62,025,768 |
| OCTOBER | 13,841,158 | 17,221,779 | 22,325,114 | 27,023,005 | 70,917,973 | 26,989,542 | 30,424,551 | 32,530,753 | 47,647,956 | 62,066,381 |
| NOVEMBER | 13,836,635 | 17,221,849 | 22,287,418 | 73,246,265 | 26,547,176 | 26,916,772 | 30,394,571 | 36,836,391 | 47,638,933 | 62,383,437 |
| DECEMBER | 16,837,192 | 20,603,990 | 22,253,300 | 71,499,585 | 28,949,643 | 27,028,835 | 30,398,333 | 36,824,546 | 51,976,067 | 62,346,272 |
| JANUARY | 18,846,359 | 26,309,319 | 27,399,997 | 71,229,735 | 32,878,042 | 35,305,506 | 30,183,446 | 43,433,939 | 56,735,289 | 63,037,830 |
| FEBRUARY | 18,845,663 | 26,260,788 | 30,108,605 | 71,084,575 | 33,013,420 | 34,571,287 | 35,784,459 | 43,636,405 | 44,768,920 | 62,673,423 |
| MARCH | 13,145,894 | 26,315,158 | 28,939,924 | 72,604,964 | 32,833,141 | 32,568,840 | 35,894,036 | 43,608,698 | 53,763,388 | 63,422,072 |
| APRIL | 13,153,853 | 26,326,876 | 28,276,276 | 75,018,330 | 33,064,100 | 32,242,202 | 36,081,161 | 42,158,002 | 53,442,475 | |
| MAY | 23,452,878 | 26,310,240 | 28,429,928 | 76,053,277 | 32,879,674 | 36,925,478 | 34,133,626 | 42,180,215 | 53,637,240 | |
| JUNE | 22,452,628 | 29,289,712 | 26,594,581 | 75,918,587 | 33,102,349 | 38,922,757 | 34,218,755 | 42,164,581 | 53,485,809 | |

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City Council Agenda Report

ITEM NO. 11

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works
Anteneh Tesfaye, Deputy Director of Public Works
Victor Magana, Water Operations Manager

SUBJECT: **Purchase and Replacement of Carbon Media from Calgon Carbon Corporation for the Wilson Wellhead Treatment System for a Total Not-to Exceed Amount of \$500,000**

Recommendation

It is recommended that the City Council authorize the sole source purchase and replacement of carbon media from Calgon Carbon Corporation (Calgon) for a total not-to-exceed amount of \$500,000 for the Wilson Water Reservoir Wellhead Treatment System, including \$283,200 for material, \$203,386 for freight and field services, and a \$13,414 contingency for price fluctuations, analysis, and acceptance testing required by the landfill.

Executive Summary

Purchase and replacement of Granular Activated Carbon (GAC) is required at the City's Wilson Water Reservoir Wellhead Treatment System every 12 months to ensure the facility can continue producing safe and clean drinking water. Calgon is the only authorized manufacturer and supplier of GAC media for the Wilson treatment system.

Background

The Wilson Wellhead Treatment System, located at the City's water production facility in San Gabriel, consists of eight 20,000-pound Granular Activated Carbon (GAC) Vessels. The GAC Vessels remove pollutants, such as 1,2,3-Trichloropropane (1,2,3-TCP), from the ground water that is pumped, treated and stored at Wilson Reservoir, before it is pumped into the City's drinking water system. Over 85% of the City's water supply is pumped from the Wilson Wells through this treatment system. The GAC system ensures this water meets State Water Resources Control Board Division of Drinking Water (SWRCB-DDW) regulatory requirements and is safe to drink. The carbon media inside the GAC vessels must be replaced periodically in order for the system to continue providing a high level of treatment that exceeds State requirements.

Analysis

In accordance with the City's Purchasing Policy, and South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XI Purchasing, Section 2.99-29 Purchasing system, procurement of the GAC and related services is in the 'Goods and/or General Services' purchase category. In this category, at a value of over \$30,000, sealed bidding is required and City Council is the awarding authority. However, as Calgon is the only authorized manufacturer and supplier of GAC media for the Wilson treatment system approved for use by the SWRCB-DDW, this is a non-competitive sole source procurement, per SPMC 2.99-29(19), as the purchase can only be obtained from a single source. Sole sourced purchases of goods and services greater than \$30,000 must be approved by the City Council.

The proposed cost includes purchase of the material, delivery of the material to the site, removal of the existing material, disposal of the existing material to the landfill, and loading of the new material to the GAC Vessels. The existing GAC media cannot be reactivated and therefore material must be disposed to a landfill. This is due to pollutants present in the treated groundwater that became concentrated in the GAC media and prevent reuse of the material.

Fiscal Impact

This item is included in the City's Fiscal Year 2022-2023 annual budget for \$450,000 under Water Production Contracts Services Account No. 500-6010-6711-8180-000. Upon approval of this item, half of the GAC system (four vessels) will be serviced and replaced, and the other four will be serviced and replaced in six months' time. Therefore, \$250,000 will be paid from the current Fiscal Year 2022-2023 budget, and another \$250,000 will be paid from the next Fiscal Year 2023-2024 budget. The account currently has sufficient funds available for the initial purchase, and next fiscal year's purchase will also be appropriately budgeted.

Key Performance Indicators (KPIs) and Strategic Plan

This item is in line with the department's KPI to produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually, as it allows the Wilson Well System to stay in service producing water year-round.

Public Notification

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

Attachment

Calgon Carbon Quote

ATTACHMENT
Calgon Carbon Quote

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South Pasadena city of, CA

February 10, 2023

Dear Mr. Magana ,

Thank you for your interest in the products and services of Calgon Carbon Corporation. We are pleased to respond to your request for quotation. Note that we are planning to do this work the same as the last exchange with the roll offs to minimize the noise and time on site.

Product/Packaging: FILTRASORB 400 - BULK
Quantity: 160,000 LBS
Total Price: \$283,200 USD

Product/Packaging: Freight for virgin material delivery, freight for spent material to landfill, Field service to remove the spent material and bag it and field service to load the new material.
Price: \$203,386 USD

Total Price: \$486,586 USD

INCOTerm: Prepaid Shipping & Handling

PAYMENT TERMS: Net30

Sales Tax (10.25%) is not included that is why we have broken out the taxable carbon from the non-taxable freight and field service.

This quote does not include any applicable taxes. Standard lead time is 7-10 business days after receipt of a purchase order.

CARBON ACCEPTANCE FEE: This does not apply for any impregnated activated carbons.

We are required by our operating permits to sample and analyze all spent carbons prior to their initial shipment to ensure a safe and environmentally friendly reactivation process. Each approval is then required to be revalidated through submittal of a new profile and sample for testing at a frequency of not less than once every five years. The standard fees for initial approval and project revalidation are as follows:

**Non-Hazardous Reactivation Testing Fee (Liquid Phase) 1,000.00
USD**

Additional analyses may also be required for acceptance of spent carbons from certain applications (e.g., wood

treating applications, DBCP or PCB treatment, TCLP analysis, metals testing, etc).

Contact your Technical Sales Representative or the Carbon Acceptance Department for current pricing.

Carbon Acceptance testing will take approximately 3-4 weeks once the sample and paperwork are received by Calgon Carbon Corporation.

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified non hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee in the amount of TWENTY-FIVE CENTS (.25 USD) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

Quote is valid for 90 days from today

Shipment must take place within 90 days after receipt of a purchase order.

Pricing beyond the terms stated above is subject to change. Calgon Carbon Corporation Terms and Conditions apply.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information to customer relations at 412-787-6323 or customerrelations@calgoncarbon-us.com. **Be sure to include your shipping address, delivery date, and reference the above quotation number on your purchase order.** Please contact me with any additional questions.

Sincerely,

Timothy Brekke
Senior Technical Sales Representative



City Council Agenda Report

ITEM NO. 12

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Director of Public Works
Anteneh Tesfaye, Deputy Director of Public Works
Victor Magana, Water Operations Manager
Mark Jimenez, Management Analyst

SUBJECT: **Authorize City Manager to execute a Third Contract Amendment with Eurofins Eaton Analytical, LLC for Laboratory Testing and Analysis of Potable Water Samples**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a third contract amendment with Eurofins Eaton Analytical, LLC (Eurofins) to increase the contract value by \$65,000 and extend the agreement for laboratory testing and analysis of potable water samples professional services until September 30, 2023.

Executive Summary

Laboratory testing and analysis of the City's water system is required to ensure the City is producing safe and clean drinking water. This is a proposed bridge agreement amendment for the current water quality analysis provider, Eurofins, through September 30, 2023, while staff finalizes a new contract for City Council approval.

Background

The U.S. Environmental Protection Agency (USEPA) and the California State Water Resources Control Board, Division of Drinking Water (SWRCB-DDW) require the City to monitor the water quality at the sources of the City's drinking water supply, and at designated locations throughout the water distribution system, in accordance with the Federal Safe Drinking Water Act and Title 22 of the California Code of Regulations. To comply with these requirements, the City collects over 1,000 water samples annually, and submits the samples to a certified laboratory, which provides the results directly to SWRCB-DDW.

Analysis

Eurofins is the water quality sampling and analysis certified laboratory that is currently utilized by the City. In 2017, the City executed a three-year contract with Eurofins for \$67,358, approximately \$23,000 per year, which terminated on September 18, 2020

(Attachment 2). On October 7, 2020, the City Council approved the first amendment to the contract through September 30, 2021, utilizing the same fees, terms, and conditions, and increasing the contract amount by \$33,000. On September 15, 2021 the agreement was amended a second time to extend the contract termination date to June 30, 2022, with all other terms and conditions remaining the same, for an additional \$33,000 compensation. Both the first and second executed amendments are included in Attachment 3. With this third amendment, the total value of this contract with Eurofins will be \$198,358.

In late 2022, City staff started utilizing the recently reconstructed Graves Reservoir with new wellhead treatment systems, after receiving an amended permit from SWRCB-DDW to operate the reconstructed reservoir. The amended permit significantly increased the monitoring requirements for the Graves facility, and staff have been working with the State and Eurofins since late 2022 to modify operations to comply with the new requirements. Staff are now prepared to issue a Request for Proposal (RFP) for a new water quality sampling and analysis contract. This third contract amendment would provide laboratory testing services through the first quarter of Fiscal Year (FY) 2023-24, while staff finalizes a new contract for City Council approval. Eurofins Eaton Analytical, LLC has agreed to continue the testing services at the current fee schedule under the same term and conditions through September 30, 2023. However, as the volume and types of sampling have increased under the amended SWRCB-DDW permit, there is an increase to the aggregate cost of sampling to the City.

Fiscal Impact

This item is included in the City's Fiscal Year 2022-2023 annual budget for \$65,000 under Water Production Professional Services Account No. 500-6010-6711-8170-000. The account currently has sufficient funds available for these services.

Key Performance Indicators (KPIs) and Strategic Plan

This item is in line with the department's KPI to produce sufficient water for South Pasadena, approximately 4,000 acre-feet annually, as it is related to analyzing the City's drinking water to ensure it is safe and clean, and meets State requirements.

Public Notification

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

Attachments

1. Proposed Third Amendment to Eurofins Eaton Analytical, LLC Professional Services Agreement
2. Executed Eurofins Eaton Analytical, LLC Professional Services Agreement
3. Executed First and Second Amendments to Eurofins Eaton Analytical, LLC Professional Services Agreement

ATTACHMENT 1

Proposed Third Amendment to Eurofins Eaton Analytical,
Inc. Professional Services Agreement

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**THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This AMENDMENT (“Amendment”) is made on this 17th day of May 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and EUROFINS EATON ANALYTICAL, LLC (“CONSULTANT”).

RECITALS

WHEREAS, on October 4, 2017, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for Consultant to provide laboratory services for analysis of portable water samples in the amount of \$67,358; and

WHEREAS, on October 7, 2020 the agreement was amended (“Amendment 1”) to extend the contract termination date to September 30, 2021, with all other terms and conditions remaining the same, for an additional \$33,000 compensation; and

WHEREAS, on September 15, 2021 the agreement was amended (“Amendment 2”) to extend the contract termination date to June 30, 2022, with all other terms and conditions remaining the same, for an additional \$33,000 compensation; and

WHEREAS, the City is required to adhere to regulations from the U.S. Environmental Protection Agency (USEPA) and the California State Water Resources Control Board, Division of Drinking Water (SWRCB-DDW), necessitating continuous monitoring and sample collection for water testing; and

WHEREAS, it is recommended Consultant continues to provide professional services through September 30, 2023; and

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. **PAYMENT FOR SERVICES.** That Section 3 of the Agreement is hereby amended to read as follows:

The maximum amount payable under the terms of this Agreement, including expenses, for the period from July 1, 2022 to September 30, 2023 shall not exceed \$65,000.

2. SCOPE OF SERVICES. That scope of work of the Agreement is to remain unchanged.
3. TERM. The term of the Agreement shall be extended to September 30, 2023.
4. That Section 14 "Notices" is amended to read:

If to City:

H. Ted Gerber, Public Works Director
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Camila Gadotti
Eurofins Eaton Analytical, LLC
750 Royal Oaks Drive, #100
Monrovia, CA 91016
Telephone: (612) 214-7362

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

5. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement of the Amendment. Consultant agrees that this Amendment extends to all causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its Attorneys, agents, representatives, successors and assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of Civil Code, which states:
"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing

the release, which if known by him or her must have material affected his or her settlement with the debtor.”

- 6. PROVISIONS OF AGREEMENT.** All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
Eurofins Eaton Analytical, LLC

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Mark Perez, Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

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ATTACHMENT 2

Executed Eurofins Eaton Analytical, Inc. Professional
Services Agreement

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Eurofins Eaton Analytical, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and Eurofins Eaton Analytical, Inc., (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: To provide laboratory service for potable water analysis of water sample required by Federal and State Drinking Water Standards.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s August 24, 2017 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Paul Toor, Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is sixty seven thousand and three hundred fifth eight Dollars (\$67,358.00).
- 3.5. “Commencement Date”: September 18, 2017.
- 3.6. “Termination Date”: September 18, 2020.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Rick Zimmer shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time

during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

Eurofins Eaton Analytical, Inc. Professional Services Agreement – Consultant Services

Page 5 of 15

Approved For Use 11/15/16

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant

shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: City of South Pasadena, 1414 Mission St., South Pasadena, CA 91030
 - Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Paul Toor, 1414 Mission Street, South Pasadena, CA 91030.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.
- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Paul Toor
City of South Pasadena
Department of Public Works
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Bosco Ramirez
Eurofins Eaton Analytical, Inc.
750 Royal Oaks Drive, #100
Monrovia, CA 91016
Telephone: (626) 386-1100
Facsimile: (626) 386-1101

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of

Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

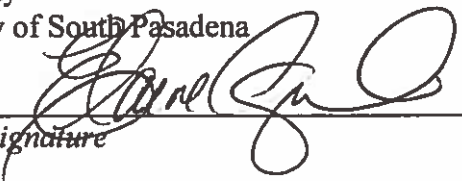
18. GENERAL PROVISIONS

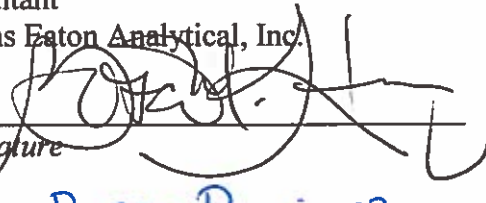
- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.


“City”
City of South Pasadena
By: 
Signature
Printed: ELAINE AGUILAR
Title: INTERIM CITY MANAGER
Date: 10/04/2017

“Consultant”
Eurofins Eaton Analytical, Inc.
By: 
Signature
Printed: Bosco Ramirez
Title: President
Date: 9/18/17

Attest:

By: 
Evelyn G. Zneimer, City Clerk
Date: 10/04/2017

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney
Date: 10/04/2017



Eaton Analytical

August 24, 2017

Mr. Anteneh Tesfaye
City of South Pasadena
825 Mission Street
South Pasadena, CA 91030

Dear Anteneh:

Eurofins Eaton Analytical, Inc. presently serves as the City's contract laboratory for water quality testing. Your selection of Eurofins to serve as your contract laboratory is based on several service and performance criteria critical to the successful implementation of your State Water Board compliance requirements: These criteria include:

- **One-Stop Shopping** to avoid delays/costs associated with subcontracting of your samples
- **Knowledgeable Staff** to minimize your time required to manage schedules & compliance
- **User-Friendly Sampling Instructions/Kits** to reduce your time needed for field collections
- **Sample Collection As Needed** to offer flexibility in scheduling & resource allocation
- **Free Sample Pick-Ups** by our own couriers for your convenience 7 days a week
- **Extensive Capacity** to facilitate processing of your samples within holding times
- **Dedicated Drinking Water Facility** to reduce contamination & re-sampling
- **Dedicated Instrumentation** to each method to eliminate test changeover delays
- **Rush Analysis without surcharge** so we report results prior to 10th of the month deadline
- **Write-On Automated Uploads** to ensure correct data submissions to [Regulator Name].
- **Routine In-Person Meetings** to maintain our accountability to your needs

To continue our successful collaboration and support the City's efforts to achieve drinking water system compliance, Eurofins proposes to offer the current agreement's prices, services, terms and conditions without change or increase under a new, multi-year contractual agreement for laboratory services. The analytical price schedule utilized for our current contract is enclosed.

We greatly appreciate the opportunity to work for the City and hope to continue to serve as your laboratory contractor in the future.

Sincerely,
EUROFINS EATON ANALYTICAL, INC.

Rick Zimmer
Senior Account Manager

Eurofins Eaton Analytical, Inc.

750 Royal Oaks Drive, Suite 100
Monrovia, CA 91016-3629

T | 626-386-1100
F | 626-386-1101
www.EatonAnalytical.com

LABORATORY CONTRACT FEES

| CONSTITUENT | TEST METHOD | RL | TAT work days | UNIT PRICE | ANALYZING LAB |
|------------------------|--------------------|--------------------|----------------------|-------------------|----------------------|
| Coliform P/A | SM 9223 | +/- | 10 | \$ 10 | Eurofins |
| HPC | SM 9215 | 1 CFU/ml | 10 | \$ 15 | Eurofins |
| Color, Odor, Turbidity | various | various | 10 | \$ 9 | Eurofins |
| General Mineral | various | various | 10 | \$ 100 | Eurofins |
| Nitrate as N | EPA 300.0 | 0.1 | 10 | \$ 10 | Eurofins |
| Perchlorate | EPA 314 | 2 ug/L | 10 | \$ 25 | Eurofins |
| Lead and Copper | EPA 200.8 | 0.5ug/L and 2 ug/L | 10 | \$ 20 | Eurofins |
| VOCs (Reg/Unreg) | EPA 524.2 | 0.5 ug/L | 10 | \$ 50 | Eurofins |
| 1,2,3-Trichloropropane | EPA 524.2m | 0.005 ug/L | 10 | \$ 60 | Eurofins |
| UCMR3 EP List I | various | various | 15 | \$ - | Eurofins |
| UCMR3 MR | various | various | 15 | \$ - | Eurofins |
| Courier Pick Up | | | | \$ - | Eurofins |

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ATTACHMENT 3

Executed First and Second Amendments to Eurofins
Eaton Analytical, Inc. Professional Services Agreement

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AMENDMENT TO
AGREEMENT FOR LABORATORY TESTING AND ANALYSIS OF POTABLE WATER
SAMPLES

THIS AMENDMENT (“Amendment”) is made as of this 7th day of October, 2020, by and between the CITY OF SOUTH PASADENA (“City”) and Eurofins Eaton Analytical, LLC, (“Consultant”).

RECITALS

WHEREAS, on October 4, 2017, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for the Consultant to provide laboratory services for analysis of potable water samples; and

WHEREAS, Eurofins Eaton Analytical, LLC agreed to maintain the existing fees, term and conditions of the current contract and continuity of water quality testing services for the City in the future; and

WHEREAS, the costs for said services shall be in an amount not to exceed \$33,000.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 2 of the Agreement is hereby amended to read as follows:

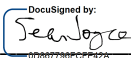
The maximum amount payable under the terms of this Agreement, including expenses, shall not exceed **\$33,000**.
2. SCOPE OF SERVICES. That the scope of work of the Agreement is to remain unchanged:
3. TERM. The term of this Agreement shall be extended to September 30, 2021.
4. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement or the Amendment. Consultant agrees that this Amendment extends to all causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its attorneys, agents, representatives, successors and

assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of the Civil Code, which states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

- 5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

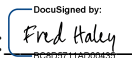
By: 
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 12/17/2020

“Consultant”
Eurofins Eaton Analytical, LLC

By: 
Signature

Printed: Fred Haley

Title: laboratory Director


Date: 11/9/2020

Attest:

By: 
Maria Ayala, Chief City Clerk

Date: 12/17/2020

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 12/16/2020

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR LABORATORY TESTING AND
ANALYSIS OF POTABLE WATER SAMPLES

THIS AMENDMENT (“Amendment”) is made as of this 15th day of September 2021, by and between the CITY OF SOUTH PASADENA (“City”) and Eurofins Eaton Analytical, LLC, (“Consultant”).

RECITALS

WHEREAS, on October 4, 2017, the City and Consultant entered into an Agreement for Consultant Services (“Agreement”) for Consultant to provide laboratory services for analysis of potable water samples in the amount of \$67,358; and

WHEREAS, on October 7, 2020, the Agreement was amended (“Amendment 1”) to extend the contract termination date to September 30, 2021, with all other terms and conditions remaining the same, for an additional \$33,000 compensation; and

WHEREAS, City and Consultant desire to further amend the term of the Agreement through June 30, 2022, on the same terms and conditions of the Agreement.

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PAYMENT FOR SERVICES. That Section 3 of the Agreement is hereby amended to read as follows:

The maximum amount payable under the terms of this Agreement, including expenses, for the period from September 15, 2021 to June 30, 2022 shall not exceed **\$33,000**.

2. SCOPE OF SERVICES. That scope of work of the Agreement is to remain unchanged.

3. TERM. The term of the Agreement shall be extended to June 30, 2022.


4. Consultant represents and agrees that payment of the amounts set forth in Paragraph 1 of this Amendment constitutes payment in full and that Consultant has no other claims of any kind whatsoever related in any way to the Agreement of the Amendment. Consultant agrees that this Amendment extends to all causes of action or claims which Consultant does not know of, which if known by Consultant, may have materially affected this Agreement and Amendment. Accordingly, Consultant and its Attorneys, agents, representatives, successors and

assigns, and all persons or entities acting by, through, under or in concert with Consultant, waive the provisions of Section 1542 of Civil Code, which states: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have material affected his or her settlement with the debtor.”**

5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
Eurofins Eaton Analytical, LLC

By: 
Signature

By: *Colin Walters*
Signature

Printed: Armine Chaparyan

Printed: Colin Walters

Title: City Manager

Title: President

Date: 9/30/2021

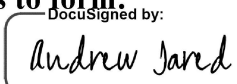
Date: 09/22/2021

ATTEST:

By: 

Lucie Colombo, City Clerk Christina Munoz, Acting Deputy City Clerk

Approved as to form:

By: 
Andrew Jared, City Attorney

Date: 9/28/2021



City Council Agenda Report

ITEM NO. 13

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Mark Perez, Deputy City Clerk

SUBJECT: Introduction and First Reading of an Ordinance Amending Chapter 2 (Administration), Article II (Officers and Employees Generally) of the South Pasadena Municipal Code Adding Section 2.12 (Electronic Submission of Disclosure Statements)

Recommendation

It is recommended that the City Council:

1. Direct the City Clerk's Division to provide proper notice of the adoption of the ordinance; and
2. Introduce for first reading, by title only, the following ordinance:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES GENERALLY) OF THE SOUTH PASADENA MUNICIPAL CODE ADDING SECTION 2.12 (ELECTRONIC SUBMISSION OF DISCLOSURE STATEMENTS)

Executive Summary

Staff is requesting that the City Council introduce for first reading an ordinance that would mandate the electronic filing of required campaign filings. This would allow for staff to implement a campaign filing component to the City's established Netfile system while also promoting public transparency and accessibility to City records.

Background

The Political Reform Act recognizes campaigns that spend or raise more than \$2,000 as "Controlled Committees." Under the Act, these committees are obligated to file detailed campaign finance statements, also known as Fair Political Practices Commission (FPPC) Form 460s. The City Clerk is the local filing officer for the City of South Pasadena, and is responsible for receiving, reviewing, and storing campaign disclosure information, as well as making it accessible to the public.

First Reading of Ordinance on E-File Disclosure Statements

May 17, 2023

Page 2 of 3

On April 22, 2016, the City Clerk's Office acquired NetFile and currently accepts Form 700s through the system. Netfile is an electronic/paperless filing system that accommodates online filing of several types of FPPC forms, including Forms 460, 470, 496, 497, and 700, and meets the requirements of the Secretary of State. NetFile is also compliant with AB 2151, providing more transparency to the public, and offering an easier way for all filers to complete their required filings.

Effective January 1, 2021, Assembly Bill (AB) 2151 requires cities to post any campaign statement, report, or other document required by the Political Reform Act to its city website within 72 hours of its filing. The City Clerk's office currently accepts paper filings of such documents.

Analysis

Government Code section 84615 allows local government agencies to require an elected and appointed official, candidate, or committee to file FPPC campaign statements, reports, or other documents online or electronically with a local filing officer.

In order for the City of South Pasadena to accept electronically filed campaign statements, the City Council must adopt an ordinance (Attachment 1) approving the use of an online or electronic filing system for campaign filings, which shall include the legislative finding that the online or electronic system will operate securely and effectively and will not unduly burden filers.

In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at three separate locations, creating the essential safety measures and redundancy that allows for recovery of information in the event of an emergency or disaster.

Implementation of the Campaign filing component of the NetFile system will promote transparency and provide convenience for committees, individuals, and the public. It provides 24-hour filing and viewing accessibility of campaign finance information from any computer, anywhere. In certain instances, the NetFile system will also increase the accuracy of filed campaign statements by prohibiting any filings that may have inadvertently omitted information required under the Political Reform Act.

To ensure a smooth transition, NetFile and the City Clerk will offer extensive training to all filers.

Statement of Economic Interests (Form 700)

The Form 700 component of NetFile does not require an ordinance and has been in use by the City since 2016. However, with the transition to electronic filing of campaign disclosure statements, staff recommends all future reports and other documents filed on behalf of Statement of Economic Interest filers be filed electronically. The City Clerk is

responsible for the annual filing of Form 700s by 87200 Filers (City Council, Planning Commission, City Manager, City Treasurer, and City Attorney) and designated City staff, boards, commissions, and consultants. Form 700s occasionally need amendments or are submitted incomplete or without appropriate schedules attached. The Form 700 electronic filing system incorporates an initial review process that alerts the filer of errors at the time they enter their information, thereby minimizing the need for the City Clerk to request amendments. There are currently 215 cities and 50 counties in California using electronic filing systems for Form 700 filings.

Key Performance Indicators and Strategic Plan

This item is in line with the Management Services Department's Key Performance Indicator to provide quick access of information and accountability ensuring public transparency.

Fiscal Impact

The NetFile system cost is approximately \$4,700 per year. Funds have been appropriated in the Fiscal Year 2022-2023 City Clerk's Division budget and will be budgeted going forward. All costs have been paid for the current fiscal year.

Attachment: Draft Ordinance

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ATTACHMENT 1

Draft Ordinance

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**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 2 (ADMINISTRATION), ARTICLE II (OFFICERS AND EMPLOYEES GENERALLY) OF THE SOUTH PASADENA MUNICIPAL CODE ADDING SECTION 2.12 (ELECTRONIC SUBMISSION OF DISCLOSURE STATEMENTS)

WHEREAS, Government Code Section 84615 currently provides that a local agency may adopt an ordinance to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Section 84100 of the Government Code), except an elected officer, candidate, committee, or other person who receives contributions totaling less than \$2,000 and who makes independent expenditures totaling less than \$2,000 in a calendar year, to file those statements, reports, or other documents online or electronically with the local filing officer; and

WHEREAS, the City has entered into an agreement with NetFile, Inc., a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for campaign disclosure statements and Statements of Economic Interest forms; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings; and

WHEREAS, the City of South Pasadena desires to amend the South Pasadena Municipal Code to add a new Section relating to electronic filing of Campaign Disclosure Statements and Statements of Economic Interests;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2 of the South Pasadena Municipal Code is hereby amended to add new Section 2.12 to read as follows:

2.12 Electronic Submission of Disclosure Statements

(a) Any elected officer, candidate, commission, committee, or other person required to file statements, reports, or other documents required by Government Code Chapter 4 – Political Reform Act (commencing with Section 84100) shall file those statements, reports, or other documents online or electronically with the City Clerk.

Elected officers, candidates, or committees required to file statements must file such Statements using the City Clerk's online system, unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee receives less than \$2,000 in contributions and makes less than \$2,000 in expenditures in a calendar year. All other individuals required to file Statements of Economic Interest according to the City's adopted Code of Conflict of Interest must file electronically using the City Clerk's online system.

(b) Any person holding a position listed in Government Code Section 87200 or designated in the city's local conflict of interest code adopted pursuant to Government Code section 87300, shall file any required Statement of Economic Interest reports (Form 700) online or electronically with the City Clerk.

(c) In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.

(d) The online filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

(e) The online filing system shall only accept a filing in the standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

(f) The online filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

(g) Any elected officer, candidate, or committee who has electronically filed a statement using the City Clerk's online system is not required to file a copy of that document in paper format with the City Clerk.

(h) The City Clerk shall issue an electronic confirmation that notifies the filer that the Statement was received, the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a Statement filed online shall be the day that it is received by the City Clerk.

(i) If the City Clerk's system is not capable of accepting a Statement due to technical difficulties, an elected officer, candidate, or committee shall file that Statement in paper format with the City Clerk.

(j) The online filing system shall enable electronic filers to complete and submit filings free of charge.

(k) The City Clerk's system shall make all the data filed available on the City's webpage in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the City's webpage shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The City Clerk's Division shall make a complete, unredacted copy of the statement, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

(l) The City Clerk's Division shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits and any other legal purpose.

SECTION 2. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

SECTION 3. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

SECTION 4. That all the provisions of the South Pasadena Municipal Code as heretofore adopted by the City of South Pasadena that are in conflict with the provisions of this ordinance are hereby repealed.

PASSED, APPROVED AND ADOPTED on this 7^h day of June, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez
Deputy City Clerk

Andrew L. Jared, City Attorney

I HEREBY CERTIFY that the Ordinance was duly approved and adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on this 7th day of June, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez
Deputy City Clerk



City Council Agenda Report

ITEM NO. 14

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Alison Becker, AICP, Deputy Community Development Director

SUBJECT: **Approve a Professional Services Contract with Rangwala Associates to complete the General Plan Update and Downtown Specific Plan in an amount not-to-exceed \$150,900.**

Recommendation

It is recommended that the City Council:

1. Allocate and appropriate \$150,900 from General Fund balance reserves, Account 101-0000-0000-3200-000 to fund the Community Development Department Professional Services appropriations in Account Number 101-7010-7011-8170-000; and
2. Authorize the City Manager to execute a Professional Services Agreement (PSA).

Executive Summary

The City of South Pasadena's efforts to undertake a comprehensive General Plan Update were initiated in 2016 through 2018 with the work of Rangwala Associates. These efforts were extensive and productive during 2017 and 2018. The initial contract was terminated in 2020.

Staff shifted attention and efforts to produce a certified Housing Element. The Housing Element identifies strategies and programs to achieve the growth target identified for South Pasadena through the 2020 Regional Housing Needs Assessment (RHNA) spearheaded by the Southern California Association of Governments (SCAG), our region's Metropolitan Planning Organization. The City's 5th Draft 2021-2029 Housing Element is currently under review, and a court-stipulated deadline for completing and certifying the Housing Element, General Plan and related zoning text amendments is set for October 25, 2023. City staff is recommending the re-engagement of Rangwala Associates to re-launch the effort to finalize the plans.

Background

The General Plan is the City's constitution for development that lays out in policy and implementation actions the community's vision of the future. It is a long-range plan, intended to guide land use decisions for 20 or more years into the future. The City initiated

an update to its 1998 General Plan in 2017. In early 2020, the effort was essentially suspended, as the City focused time and attention on addressing the unexpected significant increase in the City's Regional Housing Needs Assessment (RHNA) allocation.

The RHNA allocation of 2,067 housing units for all income levels greatly impacted the approach to the preparation of the City's 2021-2029 Housing Element. The continuing evolution of requirements for the housing element imposed by HCD have necessitated additional analysis for the land use element to ensure that new districts and subsequent zoning are compatible. Thus, additional revisions to the draft GP/DTSP are required to reflect changes associated with the 6th Cycle Housing Element to ensure internal General Plan consistency.

Analysis

Rangwala Associates remains uniquely qualified and well positioned to aid the City's efforts to complete the GP/DTSP planning processes within the Court-stipulated deadline. Previously, the firm orchestrated a comprehensive community engagement process which was very well received by residents and community members and articulated a consensus vision for growth in South Pasadena. This contract will allow the firm to carry forward the experience and revise the vision to reflect the updated growth targets.

Rangwala Associates proposes a six-month schedule for this effort, including two workshops to be scheduled in June 2023. A study session with the Planning Commission, an Open House event, and attendance at required public meetings for the plan adoption process are key components of the contract's scope of services. The final products of this effort are a finalized General Plan and Downtown Specific Plan for the City of South Pasadena. The attached PSA includes a scope of services as Exhibit A.

Fiscal Impact

The Rangwala Associates PSA includes a contract amount of \$150,900. Funding for this contract is requested from General Fund Fund balance reserves, Account 101-0000-0000-3200-000 to fund the Community Development Department Professional Services appropriations in Account Number 101-7010-7011-8170-000.

Key Performance Indicators and Strategic Plan

The City's General Plan is foundational to the implementation of most of the City's 2021-2026 Strategic Plan goals: 2) Economic Development, 3) Public Safety, 4) Infrastructure, and 5) Housing.

Commission Review and Recommendation

This matter was not reviewed by a commission or board.

Attachment: Rangwala Associates Contract

ATTACHMENT
Rangwala Associates Contract

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**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / Rangwala Associates)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and **Rangwala Associates** (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: technical assistance in the areas of community engagement, urban design and urban planning to revise and complete the City’s General Plan update and Downtown Specific Plan.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Community Engagement, Urban Design and Urban Planning, Exhibit A
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Alison Becker, AICP, Deputy Community Development Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Fifty Thousand and Nine Hundred Dollars (\$150,900.00).
- 3.5. “Commencement Date”: May 18, 2023.
- 3.6. “Termination Date”: Upon completion of the work but no later than June 17, 2024.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services Exhibit A. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant

shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kaiser Rangwala shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall

be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. INTENTIONALLY OMITTED

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social

security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: General Plan and Downtown Specific Plan.
 - Documentation of Best’s rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective

date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.
- 12.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Alison Becker, AICP
Deputy Community Development Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7222
Facsimile: (626) 403-7241

If to Consultant:

Kaiser Rangwala
Rangwala Associates
23361 Aetna Street
Woodland Hills, CA 91367
Telephone:

With courtesy copy to:

Andrew L. Jared
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant

such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or

Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of South Pasadena

“Consultant”
Kaiser Rangwala, Rangwala Associates

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Exhibit A

Scope of Services

| | |
|--|--|
| <p>TASK 1. Project Coordination</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Progress Report(s) • Invoice(s) | <p>Consultant will maintain regular telephone and email communications with the City, as appropriate, to discuss the status of Project implementation and/or to resolve issues in collaboration with City staff. This task also includes administrative coordination with sub-consultants and invoicing tasks.</p> |
| <p>TASK 2. Revise Vision within General Plan Update (GP) Downtown Specific Plan (DTSP) New Growth Areas</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • 2 workshops • Outcome memorandum | <p>Upon receipt of the approved Housing Element, including expansion of growth focus areas and targeted rezoning of density to address comments received by the California Department of Housing and Community Development, Consultant will develop, organize and execute a public engagement event with cooperation and support from City Staff. This event is intended to revisit and revision the development capacity presented in the General Plan to be consistent the Housing Element. This task includes a brief outcome memo outlining the key revisions to the GP and DTSP and a Study Session with the Planning Commission.</p> |
| <p>TASK 3. Revision of Documents</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • Administrative Draft • Public Draft • Final Draft | <p>Upon receipt of the most recent internal drafts of the GP, DTSP and the adopted Housing Element from the City and City Counsel, Consultant will revise the documents according to the outcomes of the public engagement visioning and the requirements of the Housing Element. Approval Drafts of the documents will be electronically submitted to the City for review to confirm that all comments have been appropriately incorporated based on prior coordination. This task assumes that necessary revisions will be substantive where required by the certified Housing Element.</p> |
| <p>TASK 4. Attendance/Presentations at Public Meetings</p> | <p>This task includes staff time for preparation and attendance at required public meetings and one Open House event during the Plan adoption process.</p> |

Exhibit B

Fee Schedule

| Rangwala & Associates | | | | | | |
|----------------------------------|---|------------|---------------|---------------------|-------------|------------------|
| | | RA | | Rincon (GIS) | | Other |
| | | Hrs | @\$300 | Hrs | @150 | |
| 1 | <u>Project Coordination</u> | | | | | |
| | Kick off mtg | 4 | \$1,200 | | | |
| | Discovery | 12 | \$3,600 | | | |
| | Status Mtg w/staff | 24 | \$7,200 | | | |
| 2 | <u>Revise Vision</u> | | | | | |
| | 2 workshops (6/3 & 6/17) | | | | | |
| | Downtown, Huntington, Ostrich Farm | 90 | \$27,000 | | | \$3,000 |
| | Additional Mtgs/Discussions | 20 | \$6,000 | | | |
| | PC Study Session (8/8) | 16 | \$4,800 | | | |
| 3 | <u>Revision of Documents</u> | | | | | |
| | General Plan | 44 | \$13,200 | 28 | \$4,200 | |
| | DTSP | 36 | \$10,800 | 6 | \$900 | |
| | Admin Draft (6/30) | | | | | |
| | Address Legislation | 28 | \$8,400 | | | |
| | Update Land Use Element maps, tables, and figures | 72 | \$21,600 | 16 | \$2,400 | |
| | Amend DTSP Code | 52 | \$15,600 | | | |
| | Public Draft (7/10) | 28 | \$8,400 | | | |
| | Final Draft (9/15) | 18 | \$5,400 | | | |
| 6 | <u>Public Meetings</u> | | | | | |
| | Open House (8/26) | 8 | \$2,400 | | | |
| | Public Hearings | | | | | |
| | Joint Mtg (CC/PC) 10/4 | 12 | \$3,600 | | | |
| | City Council (10/18) | 8 | \$2,400 | | | |
| | Sub Total | | \$140,400 | | \$7,500 | \$3,000 |
| | TOTAL | | | | | \$150,900 |

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City Council Agenda Report

ITEM NO. 15

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Management Analyst for Housing Programs

SUBJECT: **Receive and File the 2022 Housing Element Annual Progress Report**

Recommendation

It is recommended that the City Council receive and file the 2022 Housing Element Annual Housing Report.

Executive Summary

California Government Code section 65400 requires that each jurisdiction prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation. The City submitted its 2022 APR using the form and definitions adopted by the California Department of Housing and Community Development (HCD).

Background

Since 1969, California state law pursuant to California Code Sections 65580-65598 has required local governments to adequately plan to meet the housing needs of people at all income levels in their communities by adopting housing plans—Housing Elements—of their general plan. The Regional Housing Needs Assessment (RHNA) is the state-mandated process that determines the total number of housing units by affordability level that each jurisdiction must plan to accommodate in its Housing Element during specified planning periods. Local governments are required to update their Housing Elements every eight years to accommodate their new RHNA allocation for that planning period.

California Government Code Section 65400 requires that each jurisdiction prepare an annual progress report (APR) on the status of the Housing Element of its General Plan and progress in its implementation, using forms and definitions adopted by HCD. While the City's updated Housing Element was a working draft and pending HCD's certification during the 2022 reporting year, South Pasadena was nonetheless in its 6th cycle (2021-2029) of the Housing Element and RHNA. The City submitted its 2022 APR using HCD's required form (Attachment 1).

Analysis

The purpose of the Housing Element APR is to report the jurisdiction’s status and progress in implementing its housing element programs and meeting its RHNA allocation. To track the jurisdiction’s progress towards its housing goals, the APR includes data on the city’s residential building activity, including all housing development applications, entitlement, building permits, and completions, in addition to its Housing Element programs.

The 2022 Housing Element APR is the first APR of the 6th Cycle Housing Element planning period from October 15, 2021 to October 15, 2029.

South Pasadena’s RHNA allocation for the 6th Cycle planning period is as follows:

| Income Category | Number of Units to be Produced |
|--------------------------------|---------------------------------------|
| Extremely Low/ Very Low Income | 757 |
| Low Income | 398 |
| Moderate Income | 334 |
| Above Moderate | 578 |
| Total | 2,067 |

Units Issued Building Permits

One of the primary ways the APR measures a jurisdiction’s RHNA progress is by counting the number of units issued permits by income level during the reporting year. Since last year’s 2021 APR for the 5th Cycle Housing Element only counted the units issued permits before June 30, 2021, the 2022 APR includes units issued permits from June 30, 2021 through October 14, 2021. The table below provides a summary of South Pasadena’s 6th Cycle RHNA progress during this 2021-2022 period (this data is provided in Table B of Attachment 1).

| Permitted Units Issued by Affordability | | | | | |
|--|------------------------|-------------|-------------|----------------------------|-----------------------------|
| Income Level | RHNA Allocation | 2021 | 2022 | Total Units to Date | Total Remaining RHNA |
| Extremely Low/ Very Low | 757 | - | - | - | 757 |
| Low | 398 | - | - | - | 398 |
| Moderate | 334 | - | - | - | 334 |
| Above Moderate | 578 | 7 | 51 | 64 | 514 |
| Total RHNA | 2,067 | | | | |
| Total Units | | 7 | 51 | 64 | 2,003 |

From October 15, 2021 through December 31, 2022, 64 units were issued building permits. According to the City’s planning records, none of these housing units were designated affordable (deed restricted or non-deed restricted) to extremely low, very low, low, or moderate income households. Thus, the City made no measurable progress – in terms of building permits issued – towards its lower income RHNA allocation during the 2022 APR reporting period. Furthermore, the City will need to issue more than 51 building permits for above-moderate units in the remaining years of the 6th Cycle to meet the above-moderate RHNA allocation of 514 units.

Units Issued Entitlements

The APR also includes data on units issued entitlements during the 2022 reporting year, including unit category, tenure, and income level. During the 2022 calendar year, 220 units were issued entitlements. The breakdown by income level is shown in the below table. For more information on these units by project, see Table A2 in Attachment 1.

| Affordability by Household Income | Number of Units Issued Entitlements |
|--|--|
| Very Low Income (Deed Restricted) | 5 |
| Very Low Income (Non Deed Restricted) | - |
| Low Income (Deed Restricted) | - |
| Low Income (Non Deed Restricted) | - |
| Moderate Income (Deed Restricted) | 19 |
| Moderate Income (Non Deed Restricted) | - |
| Above Moderate Income | 196 |
| Total | 220 |

Units Issued Certificates of Occupancy/Finaled Building Permits

Table A2 of the APR also includes data on units issued certificates of occupancy or some other form of readiness (in South Pasadena’s case, a finaled building permit). During the reporting year, the City of South Pasadena finaled building permits for 12 units; all were above moderate-income.

Housing Development Applications

Table A of the APR includes data on housing units and developments for which a completed application was submitted to the Planning Division between January 1 and December 1 of the reporting year. Planning applications can constitute those submitted for a discretionary entitlement or for which only a ministerial process is required. A total of 100 residential project applications were submitted, comprising 106 above-moderate-income units. Of these applications, four were for single-family detached developments, three were for multifamily developments of 2-4 units, and the remaining 93 applications were for ADUs. In the reporting year, 64 units were approved and none were rejected; the balance were pending approval at the end of December 2022.

Summary of Building Activity by Structure Type

The following table, found in the Summary sheet of the APR, provides a summary of entitle, permitted, and completed units by structure type during the 2022 reporting year.

| Units by Structure Type | Entitled | Permitted | Completed |
|--------------------------------|-----------------|------------------|------------------|
| Single-Family Attached | 0 | 0 | 0 |
| Single-Family Detached | 3 | 3 | 2 |
| 2 to 4 Units | 0 | 0 | 0 |
| 5+ Units | 158 | 0 | 0 |
| ADU | 59 | 48 | 10 |
| Mobilehome/Manufactured Home | 0 | 0 | 0 |
| Total | 220 | 51 | 12 |

The vast majority of permitted and completed units in South Pasadena during the 2022 reporting year consisted of ADU construction. ADUs comprised 94% of permitted units and 83% of completed units. While there were only two entitled projects with 5 or more residential units during the 2022 reporting year, together they accounted for 158 entitled units, representing almost 72% of all entitled units.

Fiscal Impact

The completion of the APR required minimal staff time for the collection and collation of 2022 building activity data and the reporting on the implementation status of the Housing Element programs. These activities are included in the departments Fiscal Year 2022-2023 budget.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachment: 2022 Housing Element Annual Progress Report

ATTACHMENT
2022 Housing Element Annual Progress Report

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| General Information | |
|----------------------------|----------------------------------|
| Jurisdiction Name | South Pasadena |
| Reporting Calendar Year | 2022 |
| Contact Information | |
| First Name | Angelica |
| Last Name | Frausto-Lupo |
| Title | Community Development Director |
| Email | afraustolupo@southpasadenaca.gov |
| Phone | 6264037220 |
| Mailing Address | |
| Street Address | 1414 Mission Street |
| City | South Pasadena |
| Zipcode | 91030 |

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

3_6_23

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions

Please save your file as Jurisdictionname2022 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2022

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

| | | |
|-----------------|----------------|-------------------------|
| Jurisdiction | South Pasadena | |
| Reporting Year | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2025 |

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "A" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

| Project Identifier | | | | Unit Types | | Date Application Submitted | Proposed Units - Affordability by Household Incomes | | | | | | | Total Approved Units by Project | Total Disapproved Units by Project | Streaming | Density Bonus Law Applications | | Application Status | Notes | | | | | | | | | | | | | |
|-------------------------------------|--------------|--|---------------|---------------------------------|--|----------------------------|---|----------------------------------|--------------------------------------|----------------------------|--------------------------------|----------------------------------|--------------------------------------|---------------------------------|------------------------------------|---------------------------------|------------------------------------|--|---|--|--|--------|---|-----|-----|----|---|--|--|--|--|--|--|
| 1 | 2 | | | 3 | 4 | 5 | | | | | | | 6 | 7 | 8 | 9 | 10 | | 11 | 12 | | | | | | | | | | | | | |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SFA,SFD,2 to 4.5+ ADU,MH) | Tenure R=Renderer O=Owner | Date Application Submitted- (see instructions) | Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low-Income Deed Restricted | Low-Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Total PROPOSED Units by Project | Total APPROVED Units by Project | Total DISAPPROVED Units by Project | Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streaming) | Did the housing development application seek incentives or concessions pursuant to Government Code section 65915? | Were incentives or concessions requested pursuant to Government Code section 65915 approved? | Please indicate the status of the application. | Notes* | | | | | | | | | | | |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 106 | 106 | 64 | 0 | | | | | | |
| | 5318-029-014 | 1204 El Camino Street | ADU | 22-01 | ADU | R | 1/10/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-007-034 | 804 Milian Avenue | ADU | 22-02 | ADU | R | 1/10/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5312-030-020 | 84 Pinecrest Drive | ADU | 22-03 | ADU | R | 1/25/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5317-007-012 | 1001 Columbia | ADU | 22-04 | ADU | R | 1/28/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5320-012-008 | 3011 La France | ADU | 22-05 | ADU | R | 1/28/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5313-010-062 | 2449 Bona | ADU | 22-06 | ADU | R | 2/17/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5315-005-042 | 1119 Windsor | ADU | 22-07 | ADU | R | 2/17/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5321-011-002 | 4001 Wynne | ADU | 22-08 | ADU | R | 1/3/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-013-051 | 1170 Broadway | ADU | 22-09 | ADU | R | 2/24/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-001-002 | 1170 Broadway | ADU | 22-10 | ADU | R | 3/1/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-018-038 | 1844 Monterey Road | ADU | 22-100 | ADU | R | 12/22/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5320-004-017 | 1707 Lyndon Street | ADU | 22-12 | ADU | R | 3/14/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-019-025 | 1024 Avon Place | ADU | 22-13 | ADU | R | 3/21/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5315-005-041 | 1115 Windsor Place | ADU | 22-14 | ADU | R | 1/16/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-006-804 | 1777 Geneva Street | ADU | 22-15 | ADU | R | 1/10/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5320-016-007 | 2031 Milian Ave | ADU | 22-16 | ADU | R | 1/18/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5319-022-016 | 1211 Oak Street | ADU | 22-17 | ADU | R | 1/18/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5321-010-026 | 1711 Camden Avenue | ADU | 22-18 | ADU | R | 1/19/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5320-033-023 | 2056 Milian Avenue | ADU | 22-19 | ADU | R | 2/8/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5315-018-068 | 1038 Orange Grove Avenue | ADU | 22-20 | ADU | R | 3/15/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5317-037-016 | 720 Orange Grove Terrace | ADU | 22-21 | ADU | R | 3/15/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5321-010-028 | 1723 Camden Avenue | ADU | 22-22 | ADU | R | 3/21/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5310-005-005 | 457 Camino Verde | ADU | 22-23 | ADU | R | 3/21/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5317-007-006 | 221 Fairview Avenue | ADU | 22-24 | ADU | R | 2/8/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5318-006-015 | 1411 Oak Street | ADU | 22-25 | ADU | R | 4/8/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5313-004-030 | 801 Forest Avenue | ADU | 22-26 | ADU | R | 5/19/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5315-006-022 | 1024 Meridian Avenue | ADU | 22-27 | ADU | R | 4/6/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5314-017-027 | 807 Rollin Ave | ADU | 22-28 | ADU | R | 4/7/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5320-014-025 | 2027 Stratford Avenue | ADU | 22-99 | ADU | R | 12/22/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5319-029-019 | 1314 El Cerrito Circle | ADU | 22-30 | ADU | R | 4/6/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5310-015-014 | 2045 Maycrest Avenue | ADU | 22-31 | ADU | R | 4/6/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5308-022-010 | 2089 Hincom Drive | ADU | 22-32 | ADU | R | 4/14/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5324-019-018 | 1926 Mill Road | ADU | 22-35 | ADU | R | 4/26/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-018-043 | 1123 Milian Avenue | ADU | 22-36 | ADU | R | 4/12/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5315-009-026 | 1103 Hope Street | ADU | 22-37 | ADU | R | 4/26/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5311-011-047 | 1446 Oak Crest Avenue | ADU | 22-38 | ADU | R | 4/27/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5318-019-002 | 1857 Mission Street | ADU | 22-39 | ADU | R | 5/2/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5311-013-026 | 1468 Indiana | ADU | 22-40 | ADU | R | 5/2/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5320-029-006 | 1921 Edgewood Drive | ADU | 22-41 | ADU | R | 5/5/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Withdrawn | | | | | | | | | | | | |
| | 5320-015-016 | 2062 Stratford Avenue | ADU | 22-42 | ADU | R | 5/5/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5308-005-042 | 307 Camino Verde | ADU | 22-43 | ADU | R | 5/5/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5318-014-022 | 820-826 Brent Ave attached to third unit | ADU | 22-44 | ADU | R | 5/16/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5320-015-004 | 2014 Stratford Avenue | ADU | 22-45 | ADU | R | 5/23/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5317-014-023 | 415 Oaklawn Avenue | ADU | 22-46 | ADU | R | 5/31/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5313-017-011 | 344 Monterey Road ADU A | ADU | 22-47 | ADU | R | 6/1/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5319-012-017 | 2060 Fair Oaks Avenue | ADU | 22-49 | ADU | R | 6/13/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5313-004-014 | 709 Grand Avenue | ADU | 22-50 | ADU | R | 6/22/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5321-012-012 | 1801 Court Avenue | ADU | 22-51 | ADU | R | 6/22/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5320-033-016 | 1916 Alhambra Rd project not accepted | ADU | 22-52 | ADU | R | 8/21/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5313-008-026 | 521-523 Mission Street | ADU | 22-53 | ADU | R | 6/29/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5317-039-011 | 260 Hillside Road | ADU | 22-54 | ADU | R | 7/7/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5318-010-049 | 1019 Garfield Avenue | ADU | 22-55 | ADU | R | 7/11/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5315-016-016 | 617 Meridian Avenue | ADU | 22-57 | ADU | R | 7/19/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5321-017-002 | 2024 Pine Street | ADU | 22-58 | ADU | R | 7/18/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5319-019-007 | 1313 Huntington Drive | ADU | 22-59 | ADU | R | 7/20/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5313-001-043 | 1418 Magnolia Street | ADU | 22-60 | ADU | R | 7/21/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5315-010-033 | 1125 Magnolia Street | ADU | 22-61 | ADU | R | 7/25/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Pending | | | | | | | | | | | | |
| | 5324-024-029 | 832 Garfield Avenue | ADU | 22-62 | ADU | R | 7/28/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |
| | 5321-017-010 | 2042 Pine Street | ADU | 22-63 | ADU | R | 8/1/2022 | | | | | | 1 | 1 | 1 | 1 | 0 | No | No | No | Approved | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------|--------------------------|---------|-------|--------|---|------------|--|--|--|--|--|--|--|---|---|---|--|---|----|----|----|----------|
| | 5320-010-008 | 1923 Marango Avenue | ADU | 22-64 | ADU | R | 8/1/2022 | | | | | | | | 1 | 1 | | | 0 | No | No | No | Pending |
| | 5319-008-015 | 1411 Spruce Street | ADU | 22-65 | ADU | R | 7/7/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5320-007-007 | 1718 Laurel Street | ADU | 22-66 | ADU | R | 8/8/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5319-009-024 | 1428 Oronota Knoll | ADU | 22-67 | ADU | R | 8/29/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5311-010-040 | 260 Saint Albans Avenue | ADU | 22-68 | ADU | R | 8/30/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5320-012-041 | 2011 La France Avenue | ADU | 22-69 | ADU | R | 8/31/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5313-017-011 | 344 Monterey Road ADU B | ADU | 22-70 | ADU | R | 6/1/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5317-043-014 | 525 Hermosa Street | ADU | 22-71 | ADU | R | 9/14/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5310-016-024 | 2043 Alpha Street | ADU | 22-72 | ADU | R | 9/26/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5317-037-002 | 504 Floral Park Terrace | ADU | 22-73 | ADU | R | 9/26/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5318-014-026 | 1711 Hope Street | ADU | 22-74 | ADU | R | 9/27/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5319-009-030 | 1404 Oronota Knoll | ADU | 22-75 | ADU | R | 9/27/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5320-017-009 | 1934 Marango Avenue | ADU | 22-76 | ADU | R | 9/28/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5318-014-022 | 820-826 Brent Avenue | ADU | 22-77 | ADU | R | 9/29/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5318-019-002 | 1857 Mission Street | ADU | 22-78 | ADU | R | 9/29/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5317-041-028 | 425 Floral Park Terrace | ADU | 22-79 | ADU | R | 10/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5308-025-013 | 1853 Harasoom Drive JADU | ADU | 22-80 | ADU | R | 10/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5312-016-017 | 4931 Harriman Avenue | ADU | 22-81 | ADU | R | 10/11/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5315-018-064 | 817 Orange Grove Place | ADU | 22-83 | ADU | R | 10/12/2022 | | | | | | | | 2 | 2 | 2 | | 0 | No | No | No | Approved |
| | 5320-010-003 | 1645 Huntington Drive | ADU | 22-84 | ADU | R | 10/11/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5318-011-045 | 826 Montrose Avenue | ADU | 22-85 | ADU | R | 10/11/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5311-006-065 | 56 Oak Hill Lane | ADU | 22-86 | ADU | R | 11/1/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5315-002-012 | 702 Fremont Avenue | ADU | 22-87 | ADU | R | 7/25/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5310-001-040 | 618 Camino Cerrado | ADU | 22-88 | ADU | R | 11/18/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5318-006-018 | 1777 Grevelia Street | ADU | 22-89 | ADU | R | 11/15/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5320-002-016 | 1716 Lyndon Street | ADU | 22-90 | ADU | R | 11/28/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5317-12-023 | 307 Fremont Avenue | ADU | 22-91 | ADU | R | 1/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5310-019-011 | 908 Kendall Avenue | ADU | 22-92 | ADU | R | 12/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5320-032-013 | 1957 Fletcher Avenue | ADU | 22-93 | ADU | R | 12/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5319-031-008 | 1563 Diamond Avenue | ADU | 22-94 | ADU | R | 12/5/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5315-006-044 | 1130 Meridian Avenue | ADU | 22-95 | ADU | R | 12/6/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5318-017-016 | 1728 Odey Street | ADU | 22-96 | ADU | R | 12/6/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5311-011-032 | 1437 Indiana Avenue | ADU | 22-97 | ADU | R | 12/8/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Approved |
| | 5318-018-044 | 1121 Milan Avenue | ADU | 22-98 | ADU | R | 12/22/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5312-016-017 | 4931 HARRIMAN AVE | SFD | 2500 | SFD | O | 2/17/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5311-009-024 | 1453 OAK CREST AVE | SFD | 2525 | SFD | O | 10/13/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5311-010-042 | 250 SAINT ALBANS AVE | SFD | 2538 | SFD | O | 1/15/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |
| | 5311-015-035 | 181 MONTEREY RD | 2 Units | 2508 | 2 to 4 | O | 9/1/2022 | | | | | | | | 2 | 2 | 2 | | 0 | No | No | No | Pending |
| | 5311-010-001 | 185 MONTEREY RD | 2 Units | 2509 | 2 to 4 | O | 9/2/2022 | | | | | | | | 2 | 2 | 2 | | 0 | No | No | No | Pending |
| | 5311-010-002 | 187 MONTEREY RD | 4 Units | 2510 | 2 to 4 | O | 9/3/2022 | | | | | | | | 4 | 4 | 4 | | 0 | No | No | No | Pending |
| | 5313-014-012 | 1023 ADELANS AVE | SFD | 2497 | SFD | O | 10/18/2022 | | | | | | | | 1 | 1 | 1 | | 0 | No | No | No | Pending |

ANNUAL ELEMENT PROGRESS REPORT
 Housing Element Implementation

Note: "*" indicates an optional field
 Cells in gray contain auto-calculation formulas

Table A2
 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

| Project Identifier | | Unit Types | | Affordability by Household Income - Completed Entitlement | | | | | | | Affordability by Household Income - Building Permits | | | | | | | Affordability by Household Income - Certificates of Occupancy | | | | | | | Streamlining | Infill | Housing with Financial Assistance and/or Deed Restrictions | Housing without Financial Assistance or Deed Restrictions | Term of Affordability or Deed Restriction | Demolished/Destroyed Units | | | Density Bonus | | | Notes | | | | | | | | | | | | | | | | | | |
|--------------------|--------------|--------------------|--------------|---|--|---------------------|---------------------------------|-------------------------------------|----------------------------|--------------------------------|--|-------------------------------------|-----------------------|---------------------------|--------------------------------|---------------------------------|-------------------------------------|---|--------------------------------|---------------------------------|-------------------------------------|-----------------------|------------------------------|------------------------------------|---------------------------------|-------------------------------------|--|---|---|-------------------------------------|-----------------------|--|--|--|---|------------------|---|--|---|--|--------------------------------------|--|---|--|---|---|-------|--|--|--|--|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | | | | | | | | | | | | | | | | | | | | |
| APN | Current APN | Street Address | Project Name | Local Jurisdiction Tracking ID | Unit Category (SFA, SFD, J, O, L, A, ADU, RMU) | Tenure (R, O, C, G) | Very Low-Income Deed Restricted | Very Low-Income Non-Deed Restricted | Low-Income Deed Restricted | Low-Income Non-Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non-Deed Restricted | Above Moderate-Income | Entitlement Date Assessed | # of Units Issued Entitlements | Very Low-Income Deed Restricted | Very Low-Income Non-Deed Restricted | Low-Income Deed Restricted | Low-Income Non-Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non-Deed Restricted | Above Moderate-Income | Building Permits Data Issued | # of Units Issued Building Permits | Very Low-Income Deed Restricted | Very Low-Income Non-Deed Restricted | Low-Income Deed Restricted | Low-Income Non-Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non-Deed Restricted | Above Moderate-Income | Certificate of Occupancy or other form of readiness (see instructions) | # of Units Certificate of Occupancy or other form of readiness | How many of the units were Extremely Low Income? | Was Project AZEP/CED using OC 69513.4(b)? (AB 695 Streamlining Y/N) | Were Units? Y/N? | Assistance Programs for Each Development (see instructions) | Deed Restriction Type (see instructions) | For units affordable without financial assistance or deed restrictions, explain how the locally determined the units were affordable (see instructions) | Term of Affordability or Deed Restriction (years if affordable in perpetuity after 100?) | Number of Demolished/Destroyed Units | Demolished/Destroyed Units Owner or Renter | Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area) | Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Including Parking Waivers or Parking Modifications) | List the incentives, concessions, waivers, and modifications (including Parking Waivers or Parking Modifications) | Did the project receive a reduction or waiver of parking standards? (Y/N) | Notes | | | | | | | |
| 5321-015-008 | 5321-015-008 | 5321 LA SENCA AVE | | 50891 | ADU | R | | | | | | | | 12/24/2022 | | | | | | | | | 1 | | | | | | | | | | 1 | | | | | | | | | | | | | | | | | | | | | |
| 5321-038-062 | 5321-038-062 | 811 N BUSHNELL AVE | | 50989 | ADU | R | | | | | | | | 7/12/2021 | | | | | | | | | | | | | | | | | | | 1 | | | | | | | | | | | | | | | | | | | | | |
| 5319-005-010 | 5319-005-010 | 1501 RAMONA AVE | | 50737 | ADU | R | | | | | | | | 9/18/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-005-008 | 5319-005-008 | 4205 COLLE AVE | | 52840 | ADU | R | | | | | | | | 6/24/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-005-009 | 5321-005-009 | 2018 DAK ST | | 52647 | ADU | R | | | | | | | | 3/24/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5318-007-034 | 5318-007-034 | 824 MILAN AVE | | 52597 | ADU | R | | | | | | | | 2/10/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5328-006-016 | 5328-006-016 | 1820 MARINWOOD AVE | | | ADU | R | | | | | | | | 1/29/2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-016-006 | 5319-016-006 | 2024 AVALON AVE | | 50573 | ADU | R | | | | | | | | 4/14/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-005-017 | 5319-005-017 | 1521 ROLLIN ST | | 72120209 | ADU | R | | | | | | | | 10/26/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-008-028 | 5321-008-028 | 1822 BUSHNELL AVE | | 51703039 | ADU | R | | | | | | | | 1/3/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-011-023 | 5319-011-023 | 1420 MAPLE ST | | 10120209 | ADU | R | | | | | | | | 4/2/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5313-007-033 | 5313-007-033 | 825 PALM AVE | | 72920207 | ADU | R | | | | | | | | 3/22/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-019-019 | 5321-019-019 | 1808 OLIVE AVE | | 12192036 | ADU | R | | | | | | | | 1/29/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-004-010 | 5321-004-010 | 1890 CORK ST. | | 345200 | ADU | R | | | | | | | | 1/10/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-006-014 | 5321-006-014 | 1726 E L TOWER | | 51281 | ADU | R | | | | | | | | 9/13/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-023-015 | 5319-023-015 | 1716 RAMONA AVE | | 51586 | ADU | R | | | | | | | | 1/23/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5317-042-022 | 5317-042-022 | 514 STERLING PL | | 51475 | ADU | R | | | | | | | | 1/20/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5313-009-026 | 5313-009-026 | 428 MARQUILLA ST | | 51048 | ADU | R | | | | | | | | 1/23/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5317-043-024 | 5317-043-024 | 523 HERMOOSA ST | | 51988 | ADU | R | | | | | | | | 8/4/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5312-030-020 | 5312-030-020 | 84 PINECREST DR | | 51576 | ADU | R | | | | | | | | 2/22/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5314-017-027 | 5314-017-027 | 807 ROLLIN ST | | 51580 | ADU | R | | | | | | | | 4/6/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5325-025-022 | 5325-025-022 | 1815 WYCKOFF AVE | | 50055 | ADU | R | | | | | | | | 12/17/2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5325-023-028 | 5325-023-028 | 2044 MILAN AVE | | 51771 | ADU | R | | | | | | | | 7/28/2020 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-010-028 | 5321-010-028 | 1711 CAMDEN ST | | 51732 | ADU | R | | | | | | | | 1/22/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5318-013-064 | 5318-013-064 | 1121 DONALDO | | 51910 | ADU | R | | | | | | | | 12/19/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5317-027-007 | 5317-027-007 | 188 CEDAR | | 51976 | ADU | R | | | | | | | | 1/18/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5318-008-037 | 5318-008-037 | 2044 MONTEREY | | 51940 | ADU | R | | | | | | | | 10/8/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5311-019-007 | 5311-019-007 | 1215 KOLLE | | 51897 | SFD | O | | | | | | | | 4/11/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-008-015 | 5319-008-015 | 1411 CORK ST | | 51982 | ADU | R | | | | | | | | 6/28/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5317-007-010 | 5317-007-010 | 1921 DOULDER ST | | 51789 | ADU | R | | | | | | | | 3/22/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5319-013-015 | 5319-013-015 | 1417 MAPLE ST | | 52105 | ADU | R | | | | | | | | 8/20/2021 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5324-004-009 | 5324-004-009 | 832 GARFIELD AVE | | 52033 | ADU | R | | | | | | | | 8/9/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-003-004 | 5321-003-004 | 1428 CHELTEN WAY | | 52033 | ADU | R | | | | | | | | 3/28/2022 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5321-003-004 | 5321-003-004 | 1428 CHELTEN WAY | | 52032 | ADU | R | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Jurisdiction | South Pasadena | |
| Reporting Year | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

| Table B | | | | | | | | | | | | | | |
|---|---------------------|---------------------------------|---|------|------|------|------|------|------|------|------|------|---------------------------------|--------------------------------------|
| Regional Housing Needs Allocation Progress | | | | | | | | | | | | | | |
| Permitted Units Issued by Affordability | | | | | | | | | | | | | | |
| | | 1 | 2 | | | | | | | | | | 3 | 4 |
| Income Level | | RHNA Allocation by Income Level | Projection Period - 06/30/2021-10/14/2021 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Total Units to Date (all years) | Total Remaining RHNA by Income Level |
| Very Low | Deed Restricted | 757 | - | - | - | - | - | - | - | - | - | - | - | 757 |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | - | |
| Low | Deed Restricted | 398 | - | - | - | - | - | - | - | - | - | - | - | 398 |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | - | |
| Moderate | Deed Restricted | 334 | - | - | - | - | - | - | - | - | - | - | - | 334 |
| | Non-Deed Restricted | | - | - | - | - | - | - | - | - | - | - | - | |
| Above Moderate | | 578 | 6 | 7 | 51 | - | - | - | - | - | - | - | 64 | 514 |
| Total RHNA | | 2,067 | | | | | | | | | | | | |
| Total Units | | | 6 | 7 | 51 | - | - | - | - | - | - | - | 64 | 2,003 |
| Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1). | | | | | | | | | | | | | | |
| | | 5 | | | | | | | | | | | 6 | 7 |
| | | Extremely low-income Need | | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | Total Units to Date | Total Units Remaining |
| Extremely Low-Income Units* | | 379 | | - | - | - | - | - | - | - | - | - | - | 379 |

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.
 Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
 Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
 Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

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|-----------------|----------------|-------------------------|
| Jurisdiction | South Pasadena | |
| Reporting Year | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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| Note: "*" indicates an optional field Cells in grey contain auto-calculation formulas |
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Table C

| Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law | | | | | | | | | | | | | | | | | |
|---|----------------|---------------|---------------------------------|----------------|---|------------|-----------------|-----------------------|-------------|---------------------|--------------------------|--------|-------------------------|-------------------------|--------------------|------------------|------------------------------|
| Project Identifier | | | | Date of Rezone | RHNA Shortfall by Household Income Category | | | | Rezone Type | Sites Description | | | | | | | |
| 1 | | | | 2 | 3 | | | | 4 | 5 | 6 | 7 | 8 | | 9 | 10 | 11 |
| APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Date of Rezone | Very Low-Income | Low-Income | Moderate-Income | Above Moderate-Income | Rezone Type | Parcel Size (Acres) | General Plan Designation | Zoning | Minimum Density Allowed | Maximum Density Allowed | Realistic Capacity | Vacant/Nonvacant | Description of Existing Uses |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | | | | |
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ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

| Jurisdiction | | South Pasadena | |
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| Reporting Year | | 2022 (Jan. 1 - Dec. 31) | |
| Table D | | | |
| Program Implementation Status pursuant to GC Section 65583 | | | |
| Housing Programs Progress Report | | | |
| Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element. | | | |
| 1 | 2 | 3 | 4 |
| Name of Program | Objective | Timeframe in H.E | Status of Program Implementation |
| Program 1.a - Energy Efficiency | Ensure consistency with State green building standards triennially when the California Building Code is adopted. | Every three years; next building code adoption expected in 2023. | Current building code was adopted January 1, 2023; next building code expected to be adopted January 1, 2026. |
| Program 1.b - Convert Caltrans Homes to Affordable Housing | Acquire and convert unoccupied, Caltrans-owned properties, that are not sold at fair market value to deed-restricted affordable housing units to expand housing mobility opportunities for lower income households and revitalize underused areas. Maximize the surplus Caltrans property portfolio in service of the City's commitment to develop and expand housing mobility | Conduct feasibility study in 2022 and early 2023; technical assistance and work with nonprofits at least annually throughout planning period. Initiate a six-month tenant land sales information dissemination and purchase option process within 90 days following completion of implementation of necessary components of land transfer by State; target determination for City purchase of remaining surplus properties within 6 months of completion of tenant priority purchase period. Units will be available to occupants by October 2024. | Feasibility study is almost complete; staff to propose policy options to City Council in spring 2023 upon receipt of purchase and sale agreements from Caltrans. |
| Program 1.c - Housing Rehabilitation and Code Enforcement | Correction and abatement of all identified Code violations; with particular effort to address the 46 units identified as needing moderate or higher level repairs to reduce displacement risk for current occupants. | Correction of all properties needing more than minor rehabilitation by 2026; correction of all substandard conditions by 2029. Propose Rental Housing Inspection Program to City Council by October 2024. | Staff are researching and developing the Rental Housing Inspection Program. |
| Program 1.d - Assisted Housing Unit Preservation | Preserve at least five units and any additional units that are subject to this program. Ensure communication with property owners, particularly when ownership changes. | Ongoing | City has compiled and will continue to update and monitor a list of properties with affordability covenants. Staff will discuss preservation strategy for covenanted properties. |
| Program 1.e - Environmental Health | Determine whether there are existing sources of water contamination and mitigate as appropriate in identified areas to bring the CalEnviroScreen percentile impaired drinking water score below the 70th percentile; and groundwater and diesel particulate matter scores in identified areas below the 50th percentile. | Meet with water providers by June 2023 to develop strategies and review siting and mitigation requirements by December 2024. | The City is the water provider through the Public Works Departments' Water Division, which pursues funding opportunities and develops and implements strategies for water management, monitoring, and mitigation. Public Works will initiate development of strategies by June 2023 and review siting and mitigation requirements by December 2024. |
| Program 2.a - Provide Technical Assistance for Projects with Affordable Housing | Expand housing mobility opportunities by encouraging construction of affordable units in higher-income residential areas, as well as on sites with developer interest including higher density residential, mixed use sites within the Downtown Specific Plan and other mixed use areas, and non-residential sites with redevelopment potential on underutilized commercial properties. Accomplish this by facilitating expedited review of development proposals that include affordable housing and continuing to provide Zoning Code information to developers of affordable housing regarding special permit provisions and the potential for the granting of density bonuses and incentives and/or concessions to qualifying affordable housing projects. Continue to provide information on State and federal financial assistance programs to developers of affordable housing projects and assistance to applicants of affordable housing projects during the preparation, submittal, and processing of applications to the City for discretionary or ministerial | Update materials by June 2023; Ongoing at the Planning Counter and as applications are received. Outreach to affordable housing developers annually | Staff to update materials to reflect state density bonus, the City's Inclusionary Housing Ordinance and any General Plan and zoning updates. |

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| Program 2.b - Affordable Housing Production | Fund and build 400 affordable units, at least 200 on sites with the highest access to resource areas within the City, such as near commercial corridors along Mission Street and Fair Oaks Avenue, and 200 affordable units on residentially zoned sites in higher-income neighborhoods to facilitate housing mobility in mixed-income neighborhoods, and limit potential for concentrating affordable housing in areas identified with higher rates of renter households and incidence of poverty. | Participation in SGVRHT is ongoing; establish a Housing Division in FY 2022-23; Outreach to affordable housing developers annually | Housing Division was launched October 2022. Senior Management Analyst in Housing Division has been in communication with SGVRHT about funding opportunities for various affordable housing production activities. Housing Division to plan outreach to affordable housing developers before end of year. |
| Program 2.c - CalHome Program | Provide information to low- and very low-income households for funding within the timetables established by the California Department of Housing and Community Development (HCD) when funding is made available to the City. The City's objective is to provide information to households in the areas with higher rates of homeowner overpayment and poverty and neighborhoods with a high proportion of renter households to facilitate housing mobility for a minimum of 50 low-income and 50 very low-income households to receive assistance during the 2021-2029 planning period. The status of availability of funding will be posted on the City's website and updated as funding becomes available. | Ongoing as NOFAs are released for CalHome; City's contracted housing rights and tenant protection agency will conduct outreach at least once a year. | Staff are reviewing the 2023 Homeownership NOFA and will monitor and review future NOFAs. Staff will provide information about LACDA's Home Ownership Program to low-income aspiring first-time homebuyers in South Pasadena. Staff are in communication with the Housing Rights Center about a new contract and its scope of services. |
| Program 2.d - Section 8 Housing Choice Voucher Program for Rental Assistance | Continue to assist eligible South Pasadena renters with housing subsidy payments through the HCV program by assisting their access to the LA County Development Authority. Contract with a housing rights and tenant protection agency to provide a biannual educational workshop, beginning in 2023, for rental property landlords, property managers, and other rental housing providers on the benefits of making their units available to HCV holders. Prioritize outreach efforts to property owners and landlords with multifamily and single family rental units in higher income residential neighborhoods to reduce existing concentrations of HCV renter households in the Fremont Avenue/Huntington Drive/Meridian Avenue and Mission Street neighborhoods and maximize housing mobility opportunities in higher income neighborhoods, with the objective of at least 40 housing providers committing to pricing one or more of their units to be eligible to accept HCV holders. | Ongoing | Staff are in communication with the Housing Rights Center about a new contract and its scope of services, to include landlord outreach and education. |
| Program 2.e - Facilitate Density Bonus for Projects with On-site Affordable Housing | Approve housing mixed-use projects that include density bonuses along with on-site affordable housing units to support maximum unit capacity for RHNA implementation. The objective is to approve at least 600 affordable units during the planning period through density bonuses to facilitate mixed income projects, and support expanded housing mobility opportunities for lower-income households. | Amend SPMC 36.370 by July 2023; Implement Inclusionary Housing Ordinance (Program 2.m): Ongoing | Staff to work on updates to SPMC regarding density bonuses by July 2023. |
| Program 2.f - Offer Services to People without Housing | Assist the Police Department to refer individuals without housing to emergency shelters as appropriate and continue to evaluate the possibility of entering into participation agreements with other cities or entities that provide emergency shelter programs. | Coordinate a meeting with neighboring jurisdictions by December 2023 to identify strategies and translate materials on homeless services to Spanish by March 2024. SGV CARE pilot program was launched in July 2022 with limited hours in the three cohort cities, and a co-response with law enforcement. Permanent SGV CARE program to begin June 2023 | Meetings with neighboring jurisdictions have been ongoing as part of the SGVCOG. The City has also just launched a Homelessness Task Force to develop local strategies. |
| Program 2.g - Expand Senior Housing | Develop more senior housing types, aiming for at least 50 units, both market-rate and affordable, in accessible locations that offer choices to aging South Pasadena residents to reduce displacement and enable them to remain in their community. | Ongoing | Ongoing as developer applications are submitted. |

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|--|---|--|--|
| Program 2.h - Incentivize Special Needs Housing | Encourage construction of at least 50 accessible units, 50 units with three or more bedrooms, and 50 units affordable to lower income households to reduce displacement risk and expand mobility opportunities in areas in close proximity to transit systems, commercial uses, services and amenities on appropriately designated sites within the Downtown Plan area, the Fremont Avenue/Huntington Drive/Meridian Avenue neighborhoods, within properties identified for mixed-use potential, vacant higher density residential sites, City-owned sites, and underutilized non-residential properties. | Prepare reasonable accommodation procedure handout and application form and post on website by December 2023; Train staff to process reasonable accommodations by December 2023; Seek funding opportunities beginning in 2023 and annually thereafter; all implementation action components are ongoing. Amend the Zoning Code to comply with the Employee Housing Act within 120 days after the adoption of the Housing Element. | Staff are considering ways to support/facilitate special needs housing development as part of the City's homelessness response strategies. |
| Program 2.i - Inclusionary Housing Regulations – Monitor for Effectiveness | Produce affordable units as part of residential and mixed-use projects with three or more market-rate residential units. | No later than June 30, 2025, review effectiveness of the Inclusionary Housing ordinance at producing affordable housing units and its impact on the viability of housing production. Make adjustments as necessary to the Inclusionary Housing ordinance based on the review findings no later than December 31, 2025. | Staff are planning to review effectiveness of Inclusionary Housing Ordinance by June 30, 2025. |
| Program 2.j – General Plan Affordable Housing Overlay | Develop at least 400 units of affordable housing during the planning period on sites where the Affordable Housing Overlay is applied to reduce displacement risks for lower-income households due to housing shortages and provide housing, mobility and income-integration opportunities to high resourced areas. | Adopt overlay at the time of General Plan adoption, that will occur with 120 days of adoption of the Housing Element. | Staff are working on the General Plan update to be adopted within 120 days of Housing Element adoption. |
| Program 2.k – Affordable Housing Overlay Zone | Develop at least 30 units/acre of affordable housing during the planning period on sites where the Affordable Housing Overlay is applied to reduce displacement risk for lower-income households due to housing shortages and provide housing mobility opportunities to high resourced areas. | Amend zoning to include overlay by October 15, 2024. | Staff are planning to amend zoning code to be consistent with aforementioned updated General Plan. |
| Program 2.l – Facilitate Affordable Housing on City-Owned Property | Sale of all City-owned surplus properties for housing. Issuance of RFPs on four projects and issuance of building permits for at least two projects, for a total of at least 40 ELI, VLI and LI units, 18 moderate units, and 11 above moderate units. | Create a city-owned affordable housing site property list by June 30, 2023. Start outreach to developers by December 2023. Issue first RFP by 2024 and remaining three RFPs in 2026. Building Permit issuance for first project by 2025; two additional building permits issued by 2029. Bi-annually, review progress towards developing city-owned sites and identify alternative sites within 6 months if sites will not be developed within the | Staff are creating a city-owned affordable housing site property list to be completed by June 30, 2023. Staff are planning to draft and release the first RFP this year. |
| Program 2.m – Update Inclusionary Housing Regulations | Approve 137 inclusionary units during the planning period (15% inclusionary requirement on the moderate- and above moderate RHNA allocation of 912 units). | Adopt updates to the Inclusionary Housing Ordinance within 120 days of Housing Element adoption | Staff are planning to propose IHO updates to be adopted within 120 days of Housing Element adoption. |
| Program 2.n – Citywide Height Limit Ballot Initiative | Facilitate proposed densities on residential sites in the Housing Element where the height limit may be an impediment to development. | Place measure on ballot by December 31, 2024. Within 120 days after the enactment of a ballot measure repealing or replacing the height limit, the City will revise the development standards contained in the DTSP and zoning code. If the ballot measure is not approved by the voters, within 9 months thereafter complete a mid-cycle revision to the housing element, reducing sites for which the housing element anticipates a base density in excess of 50 units/acre. | Staff are planning to finalize and place height limit measure on ballot by December 31, 2024. |
| Program 3.a - Rezone and Redesignate Sites to Meet RHNA | Rezone sufficient sites to accommodate the City's RHNA targets. | General Plan amendments and rezoning: will occur within 120 days of adoption of a compliant housing element. | Staff are planning to complete General Plan update and corresponding zoning text amendments for adoption within 120 days of Housing Element adoption. |

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| <p>Program 3.b - Mixed-Use Developments and Adaptive Re-Use</p> | <p>Increased production of housing units on properties located within the City's commercial districts through the mixed-use development provisions of the Zoning Code and on vacant and reused properties in the Downtown Specific Plan area. Reduced time to process permits for mixed-use projects that include affordable housing and increased applicant understanding of the streamlined state density bonus, planned development permit and affordable housing incentive provisions of the Zoning Code to maximize the potential for a project to include affordable housing.</p> | <p>Adopt General Plan, Downtown Specific Plan, and other needed zoning changes with objective development and design standards within 120 days of adoption of a compliant Housing Element. See also Program 3.a. Modify City website to include revised process for streamlined processing of planned development permits for mixed-use and Downtown Specific Plan applications and post notification and educational materials for objective development and design standards by November 2023. Update handout materials by November 2023; Ongoing at the Planning Counter and as applications are received. Outreach to affordable housing developers annually (see Program 2.a.) Within 120 days after the enactment</p> | <p>Staff are planning to complete General Plan update, Specific Plan update, and corresponding zoning text amendments for adoption within 120 days of Housing Element adoption.</p> |
| <p>Program 3.c – Replacement of Lost Units from Residential Demolitions</p> | <p>Identify affected demolition proposals based on maintaining an inventory of affordable units and require replacement housing in compliance with State law to reduce displacement that occurs as a result of demolition and enable residents to remain in their community.</p> | <p>Ongoing, the replacement requirement will be implemented immediately and applied as applications on identified sites are received and processed.</p> | <p>No applicable demolition proposals have been submitted; this requirement will be enforced upon receipt of applicable demolition proposals.</p> |
| <p>Program 3.d – Enable Parcel Assemblage</p> | <p>Approval of more applications to merge parcels that result in feasible sites for multifamily housing during the planning period.</p> | <p>Meet with developers and property owners starting in 2022 and annually thereafter. Based on the meetings with developers and property owners, add incentives as appropriate within six months and review annually thereafter. Ongoing: Support consolidation as applicable housing applications are received; Pursue grant funding as feasible during planning period if California legislation and/or programs enable a taxincrement or similar program that leads to funding for site assembly</p> | <p>Staff will meet with developers and property owners about this program, particularly with respect to sites identified in the Housing Element that comprise more than one parcel.</p> |
| <p>Program 3.e – Develop an Electronic Permitting System</p> | <p>All planning and building permits will be recorded in an electronic permit system with capability to provide data needed to analyze and report housing production including affordable housing units.</p> | <p>Contract for EPS system – December 2022; approve and implement a system by September 2023; ongoing maintenance and system updates as needed.</p> | <p>This work among staff and the EPS contractor is on-going, and the City is on track for approval and implementation of the system by September 2023.</p> |
| <p>Program 3.f – Allow and Facilitate ADUs</p> | <p>Maintain updated ADU regulations to promote development of an increasing number of ADUs year-over-year; issue permits for all legal ADUs, anticipated to be between 297 and 420 ADUs during the remainder of the 2021-2029 projection period (from January 2022 through October 15, 2029).</p> | <p>Continue to monitor process and improve program to facilitate and encourage ADUs and JADUs on an ongoing basis. The City will revise their ADU ordinance within six months of receipt of the HCD response letter to their ADU ordinance, if updates are needed based on the HCD letter, and update ADU brochures in 2023, and update ADU Amnesty information and incentives based on any state law changes. Review the effectiveness of the ADU regulations every two years starting in December 2023, and if needed based on staff review and/or in response to changes to state ADU law, update the ordinance within 6 months of the review</p> | <p>ADU applications are reported and tracked on an on-going basis, along with all planning applications. Staff plan to review the effectiveness of the ADU regulations in December 2023.</p> |

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| Program 3.g – Monitor ADU Production | Approve an additional 297 ADUs between January 1, 2022 and October 15, 2029. | Assess ADU approval progress in January 2024, again in January 2026, and again in January 2028 and adjust after each of those milestones if ADU numbers are not tracking with projections in Section 6.6.2 (Land Resources). If there is a very large gap between the projections and actual building permits then barriers will be identified and rezoning will be completed as called for in Program 3.h. | ADU planning applications and building permits are reported and tracked on an on-going basis. |
| Program 3.h – Back-up to Address Shortfall in Anticipated ADUs | Monitor to achieve as many lower-income ADUs as possible and adjust programs for more effective strategies as needed. If ADU development doesn't occur at the rate projected, the City will identify sufficient land for rezoning, or other strategies, to accommodate the unmet lower income RHNA that was projected to be met by ADUs. | The City will annually monitor the ADU progress and assess barriers including any need for rezoning by the end of 2023 and present to Council for approval by the end of 2024. Determine whether other additional programs including rezoning are needed and implement them by the end of 2024. Assess barriers again by the end of 2025 and address by the end of 2026. | Staff plan to review the ADU progress and assess barriers in December 2023. Staff will also discuss possible strategies or programs to facilitate/support low-income ADUs. Program 1.b might offer an opportunity for a low-income ADU demonstration project. |
| Program 3.i – ADU Amnesty Program | Provide assistance to homeowners with a goal to convert 50 identified existing unpermitted accessory dwellings to compliant ADUs, unless infeasible. | Allow legalization of ADUs on an ongoing basis. Monitor annually to determine need for additional outreach. Identify neighborhoods with relatively high proportions of unpermitted ADUs by July 2024 to target outreach. Determine incentives for legalizing ADUs with deed restricting commitment by January 2024. Update brochures with legalization process information and incentives in concert with ADU Ordinance update | Staff plan to review the ADU progress and assess barriers in December 2023. |
| Program 3.j – Adjust ADU Permit, Utility Connection, and Impact Fees | Evaluate fee waivers as part of an economic study for developing an affordable housing program and act upon recommendations, as appropriate. | Develop affordability covenant program by July 1, 2023. | Staff are working on the affordability covenant program to meet the targeted deadline. |
| Program 3.k – ADU Education, Promotion and Homeowner Outreach | Facilitate the process for the development of 297 ADUs through promotion of City programs and connecting ADU owners to resources to encourage increased housing opportunities in high resource areas. | Created historic property guidelines and brochure. Built up the Virtual Planning Desk with complete ADU information, including examples of ADUs on webpage. Develop list of resources, and coordinate with ADU development and financing community and directly reach out to potential owners by 2023. | Staff will develop and implement a property owner education and outreach strategy to roll out in 2023 (this year). |
| Program 3.l – Increase and Maintain Planning and Housing Staff Resources | Augment and support staff resources to expedite housing projects and implement housing programs. | The Housing Division was included in the 2022-2023 budget and new staff was hired by November 2022. Planning unit is operating with 5 FTE and recruiting for one additional person. | Recruitment for one additional planning FTE is on-going and expected to be completed before the end of 2023. |
| Program 3.m – Implement SB 9 and SB 10 | Administration of SB 9 ordinance is ongoing; specific administrative process and guidelines for SB 9 to be developed; implement Missing Middle housing types – including duplexes, triplexes, four-plexes, and cottage courts –along high quality transit corridors and/or transit stops, expect for in high fire hazard areas. | SB 9 implementation began in December 2021, and a revised permanent ordinance and materials will be prepared within 120 days after the adoption of this Housing Element; Development Standards for “Missing Middle” housing will be prepared within 120 days after the adoption of this Housing Element. | Staff plan to develop ordinance and development standards for adoption within 120 days of Housing Element adoption. |
| Program 3.n – Zoning Changes | Update zoning to facilitate the needed housing units. | General Plan amendments and rezoning will occur within 120 days after adoption of a compliant Housing Element. | Staff plan to complete General Plan update and zoning amendments within 120 days of Housing Element adoption. |

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| Program 3.o – No Net Loss | n/a | No later than December 31, 2024 and December 31, 2026, the City shall evaluate the effectiveness of identified sites and make adjustment as necessary such as increasing densities, modifying development standards, removing sites and rezoning additional sites. | No action yet. |
| Program 4.a – Land Use Controls – Emergency Shelters | The City will adopt an amendment to the Zoning Code to revise the operational standards for compliance with state law in regard to parking and distance between shelters and to establish a higher, economically feasible maximum number of beds permitted in any one emergency shelter and accommodate the increased homeless population documented in the 2022 Point in Time count | Adopt zoning amendments within one year of Housing Element adoption. | The City Council adopted Ordinance # 2372 on February 1, 2023 to affectuate these revisions. |
| Program 4.b – Land Use Controls – Transitional and Supportive Housing/Low-Barrier Navigation Centers | The City will adopt an amendment to the Zoning Code for consistency with SB 2 and AB 2162. Revise the Zoning Code to define and specifically reference low-barrier navigation centers as a permitted use in residential and mixed-use districts. | Complete amendments to Zoning Code within 120 days after adoption of the Housing Element. | The City Council adopted Ordinance # 2372 on February 1, 2023 to affectuate these revisions. |
| Program 4.c – Land Use Controls – Flexible Zoning Regulations | The City will continue the application of flexible zoning regulations to promote the development of affordable housing through the planned development permit process, as provided for in the Zoning Code. | Ongoing as applications are received. | Staff will implement as applicable project applications are received. |
| Program 4.d – ADA Accessibility Standards | Facilitate expanded housing mobility for persons with disabilities by ensuring that new mixed-use and medium- to large-scale residential projects are ADA compliant and provide an adequate number of units that allow for disabled access, with all new buildings of more than six units being ADA compliant and no less than 10 percent of new units being immediately accessible to disabled individuals for a minimum of 207 accessible units over the 2021 – 2029 planning period | Amend zoning by 2024. | Staff plan to amend zoning with respect to ADA requirements by 2024. |
| Program 4.e –Universal Design | Maximize, to the extent feasible, the number of new or rehabilitated homes that incorporate universal design principles that make units accessible to/adaptable for those with disabilities, with a goal of 15 percent of new homes incorporating universal design. Within the Downtown Specific Plan and mixed-use zones, target development of 300 new homes incorporating universal design. | Three years for development of zoning standards and incentives with completion by July 2025; ongoing application and enforcement of accessibility requirements; ongoing education efforts and information added to ADA requirements on City website. | Staff will develop and implement an education and outreach strategy in 2023/2024, and will consider including Universal Design requirements in its RFPs for 100% affordable housing development. |
| Program 4.f – Senate Bill 35 Procedure or Policy | Streamline housing projects as required by SB 35. | Complete by June 2024. | Staff are on track to complete the streamlining procedure by June 2024. |
| Program 5.a – Fair Housing Education, Outreach, and Services | Reduce the annual average of fair housing complaints in the next eight years as compared with the period between 2015 and 2022 by providing assistance or referrals to 40 residents, or as needed; respond to or forward all fair housing complaints within five business days of receipt; and work with partner agencies to achieve resolution within three months for all fair housing complaints received by City staff. Meet annually with the City's contracted housing rights and tenant protection agency staff, beginning in 2023, to assess patterns of fair housing issues and target outreach, education, and services to address ongoing and new issues. Ensure all information and services are available in appropriate languages by June 2023, updating annually or as needed. | Ongoing; Meet annually with the City's contracted fair housing and landlord-tenant legal organization, beginning in 2023, to assess patterns of fair housing issues, and plan and target outreach, education, and services to address ongoing and new issues. Ensure all information and services are available in appropriate languages by June 2023, updating annually or as needed. | Staff are pending a response from the Housing Rights Center to meet and discuss a new contract between it and the City. |
| Program 5.b – Encourage a Variety of Housing Types | Diversify housing types in new development throughout South Pasadena, including: residential care facilities; roughly equal proportions of efficiency, one-bedroom, two-bedroom, and three- or more bedroom units; and roughly equal proportions of for-rent and for-sale housing. | First zoning text amendment within 120 days after adoption of a compliant housing element. Make additional zoning revisions within three years of Housing Element adoption; ongoing monitoring and encouragement. | Staff plan to complete the zoning text amendment within 120 after Housing Element adoption. |

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| <p>Program 5.b – Encourage a Variety of Housing Types</p> | <p>Remove all racially restrictive covenants from South Pasadena City-owned properties by June 2023 and from privately-owned properties by the end of the planning period. Advertise County program as soon as the County releases details in 2022; launch website and social media campaigns to support property owners to voluntarily remove these covenants by December 2022, with ongoing reminders in City publications and at City events. Support County enforcement of this State requirement as appropriate through City actions. Work with at least 10 property owners annually to support their efforts to remove restrictions from their deeds.</p> | <p>Remove all covenants on City-owned properties by June 2023; launch informational campaign between June and December 2023; encouragement of removal from private properties: ongoing.</p> | <p>Staff are on track to complete the removal of any racially restrictive covenants from City-owned properties by June 2023. Staff will publish by December 2023 on the City's website and share on its social media channels Los Angeles County's information on covenant modifications for private property owners.</p> |
| <p>Program 6.a – Rent Registry</p> | <p>City will have a comprehensive online database of all affordable and market-rate rental housing units in South Pasadena subject to the registration requirement with a user interface and fee payment system for rental property owners. The registry will be updated annually and serve as a streamlined platform for Community Development staff to track the City's rental housing inventory and provide information to rental housing property owners. City will decide whether to link this registry to the administration of other activities and programs</p> | <p>Propose policy to City Council by February 2024</p> | <p>Staff are researching and developing the rent registry program.</p> |
| <p>Program 6.b – Right to Return Policy</p> | <p>in qualifying circumstances, all tenants who are temporarily displaced from their units due to construction work and wish to return upon completion will be able to do so under the law. Thus, this policy will stem permanent the permanent displacement of renters from South Pasadena due to just cause no-fault evictions and/or relocation for certain reasons</p> | <p>Propose policy to City Council by December 2023</p> | <p>Staff are researching and developing the right to return policy.</p> |
| <p>Program 6.c – Relocation Assistance</p> | <p>South Pasadena renters will have local tenant protections that reduce the financial burden placed on tenants when they are (temporarily or permanently) displaced from their homes for legally permitted reason and instead place financial obligations onto the property owners.</p> | <p>Propose policy to City Council by December 2023</p> | <p>Staff are researching and developing a relocation assistance requirement.</p> |
| <p>Program 6.d – Rent Stabilization</p> | <p>Reduce high rent burdens and forced moves among South Pasadena's tenants due to excess rent increases and, in turn, increase their financial security and housing stability.</p> | <p>Propose policy to City Council by December 2023</p> | <p>Staff are researching and developing a rent stabilization program.</p> |

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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

| Table E | | | | | | | | | |
|--|----------------|---------------------------|---|--|------------|-----------------|-----------------------|---|--|
| Commercial Development Bonus Approved pursuant to GC Section 65915.7 | | | | | | | | | |
| Project Identifier | | | | Units Constructed as Part of Agreement | | | | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| 1 | | | | 2 | | | | 3 | 4 |
| APN | Street Address | Project Name ⁺ | Local Jurisdiction Tracking ID ⁺ | Very Low Income | Low Income | Moderate Income | Above Moderate Income | Description of Commercial Development Bonus | Commercial Development Bonus Date Approved |
| Summary Row: Start Data Entry Below | | | | | | | | | |
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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
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Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

| Activity Type | Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only | | | | Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields. | | | | The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1*. For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf |
|-------------------------------|---|------------------------------|-------------------------|--------------------------|---|------------------------------|-------------------------|--------------------------|--|
| | Extremely Low-Income ⁺ | Very Low-Income ⁺ | Low-Income ⁺ | TOTAL UNITS ⁺ | Extremely Low-Income ⁺ | Very Low-Income ⁺ | Low-Income ⁺ | TOTAL UNITS ⁺ | |
| Rehabilitation Activity | | | | | | | | | |
| Preservation of Units At-Risk | | | | | | | | | |
| Acquisition of Units | | | | | | | | | |
| Mobilehome Park Preservation | | | | | | | | | |
| Total Units by Income | | | | | | | | | |

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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

| Table F2 | | | | | | | | | | | | | | | | |
|--|-------------|----------------|---------------|---------------------------------|---------------------------|---|---------------------------------|-------------------------------------|----------------------------|--------------------------------|---------------------------------|-------------------------------------|---|---|----------------|-------|
| Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2 | | | | | | | | | | | | | | | | |
| For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b). | | | | | | | | | | | | | | | | |
| Project Identifier | | | | Unit Types | | Affordability by Household Incomes After Conversion | | | | | | | Units credited toward Above Moderate RHNA | | Notes | |
| 1 | | | | 2 | | 4 | | | | | | | 5 | | 6 | |
| Prior APN* | Current APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (2 to 4,5+) | Tenure R=Renters | Very Low-Income Deed Restricted | Very Low-Income Non-Deed Restricted | Low-Income Deed Restricted | Low-Income Non-Deed Restricted | Moderate-Income Deed Restricted | Moderate-Income Non-Deed Restricted | Above Moderate-Income | Total Moderate Income Units Converted from Above Moderate | Date Converted | Notes |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | | | |
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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT
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| Table G | | | | | | |
|--|-----------------------|---------------------------------|---|---|--|------------------------------|
| Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of | | | | | | |
| Project Identifier | | | | | | |
| 1 | | | | 2 | 3 | 4 |
| APN | Street Address | Project Name⁺ | Local Jurisdiction Tracking ID⁺ | Realistic Capacity Identified in the Housing Element | Entity to whom the site transferred | Intended Use for Site |
| Summary Row: Start Data Entry Below | | | | | | |
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| Jurisdiction | South Pasadena |
| Reporting Period | 2022 (Jan. 1 - Dec. 31) |

NOTE: This table is meant to contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

| Table H Locally Owned Surplus Sites | | | | | | |
|--|-----------------------------|--------------|-----------------|---------------------|------------------------|-------|
| Parcel Identifier | | | | Designation | Size | Notes |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| APN | Street Address/Intersection | Existing Use | Number of Units | Surplus Designation | Parcel Size (in acres) | Notes |
| Summary Row: Start Data Entry Below | | | | | | |
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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

NOTE: SB 9 PROJECTS ONLY. This table only needs to be completed if there were lot splits applied for pursuant to Government Code 66411.7 OR units constructed pursuant to 65852.21.
Units entitled/permitted/constructed must also be reported in Table A2. Applications for these units must be reported in Table A.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

optional field
 Cells in grey contain auto-calculation formulas

| Table I | | | | | | | | | | |
|--|----------------|---------------------------|---|--------------|------|------------------|------------|-----------------|-----------------------|-------|
| Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB9) | | | | | | | | | | |
| Project Identifier | | | | Project Type | Date | Unit Constructed | | | | Notes |
| 1 | | | | 2 | 3 | 4 | | | | |
| APN | Street Address | Project Name ⁺ | Local Jurisdiction Tracking ID ⁺ | Activity | Date | Very Low Income | Low Income | Moderate Income | Above Moderate Income | Notes |
| Summary Row: Start Data Entry Below | | | | | | | | | | |
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| Jurisdiction | South Pasadena | |
| Reporting Period | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "*" indicates an optional field

Cells in grey contain auto-calculation formulas

| Table J | | | | | | | | | | | | | | |
|---|----------------|---------------|---------------------------------|--------------------------------------|------|--|--------------------------------------|-----------------------------|---------------------------------|----------------------------------|--------------------------------------|------------------------|---|-------|
| Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915 | | | | | | | | | | | | | | |
| Project Identifier | | | | Project Type | Date | Units (Beds/Student Capacity) Approved | | | | | | | Units (Beds/Student Capacity) Granted Density Bonus | Notes |
| 1 | | | | 2 | 3 | 4 | | | | | | | 5 | 6 |
| APN | Street Address | Project Name* | Local Jurisdiction Tracking ID* | Unit Category (SH - Student Housing) | Date | Very Low- Income Deed Restricted | Very Low- Income Non Deed Restricted | Low- Income Deed Restricted | Low- Income Non Deed Restricted | Moderate- Income Deed Restricted | Moderate- Income Non Deed Restricted | Above Moderate- Income | Total Additional Beds Created Due to Density Bonus | Notes |
| Summary Row: Start Data Entry Below | | | | | | | | | | | | | | |
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|------------------------|----------------|-------------------------|
| Jurisdiction | South Pasadena | |
| Reporting Year | 2022 | (Jan. 1 - Dec. 31) |
| Planning Period | 6th Cycle | 10/15/2021 - 10/15/2029 |

| Building Permits Issued by Affordability Summary | | |
|---|---------------------|---------------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 51 |
| Total Units | | 51 |

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

| Units by Structure Type | Entitled | Permitted | Completed |
|--------------------------------|-----------------|------------------|------------------|
| SFA | 0 | 0 | 0 |
| SFD | 3 | 3 | 2 |
| 2 to 4 | 0 | 0 | 0 |
| 5+ | 158 | 0 | 0 |
| ADU | 59 | 48 | 10 |
| MH | 0 | 0 | 0 |
| Total | 220 | 51 | 12 |

| Housing Applications Summary | |
|--|-----|
| Total Housing Applications Submitted: | 100 |
| Number of Proposed Units in All Applications Received: | 106 |
| Total Housing Units Approved: | 64 |
| Total Housing Units Disapproved: | 0 |

| Use of SB 35 Streamlining Provisions | |
|---|---|
| Number of Applications for Streamlining | 0 |
| Number of Streamlining Applications Approved | 0 |
| Total Developments Approved with Streamlining | 0 |
| Total Units Constructed with Streamlining | 0 |

| Units Constructed - SB 35 Streamlining Permits | | | |
|---|---------------|------------------|--------------|
| Income | Rental | Ownership | Total |
| Very Low | 0 | 0 | 0 |
| Low | 0 | 0 | 0 |
| Moderate | 0 | 0 | 0 |
| Above Moderate | 0 | 0 | 0 |
| Total | 0 | 0 | 0 |

Cells in grey contain auto-calculation formulas

| | |
|----------------|-------------------------|
| Jurisdiction | South Pasadena |
| Reporting Year | 2022 (Jan. 1 - Dec. 31) |

**ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)**

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

| | |
|---------------------------|---------------|
| Total Award Amount | \$ 150,000.00 |
|---------------------------|---------------|

Total award amount is auto-populated based on amounts entered in rows 15-26.

| Task | \$ Amount Awarded | \$ Cumulative Reimbursement Requested | Task Status | Other Funding | Notes |
|---------------------------|-------------------|---------------------------------------|-------------|--------------------|-------|
| 2021-2029 Housing Element | \$150,000.00 | \$150,000.00 | In Progress | Local General Fund | |
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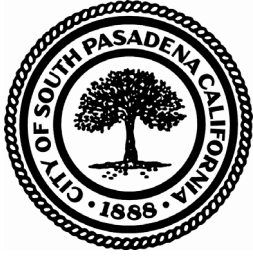
Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

| Completed Entitlement Issued by Affordability Summary | | |
|---|---------------------|--------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 5 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 19 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 196 |
| Total Units | | 220 |

| Building Permits Issued by Affordability Summary | | |
|--|---------------------|--------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 51 |
| Total Units | | 51 |

| Certificate of Occupancy Issued by Affordability Summary | | |
|--|---------------------|--------------|
| Income Level | | Current Year |
| Very Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Low | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Moderate | Deed Restricted | 0 |
| | Non-Deed Restricted | 0 |
| Above Moderate | | 12 |
| Total Units | | 12 |

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City Council Agenda Report

ITEM NO. 16

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Mark Perez, Deputy City Clerk

SUBJECT: **Approval of City Council Meeting Minutes for April 26, 2023, April 29, 2023, and May 3, 2023**

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the April 26, 2023, Special Joint City Council Meeting with the Mobility and Transportation Infrastructure Commission; and
2. Approve the minutes for the April 29, 2023, Special Joint City Council Meeting with the Planning Commission; and
3. Approve the minutes for the May 3, 2023, Regular City Council Meeting; and
4. Approve the minutes for the May 3, 2023, Special Joint City Council Meeting with the Library Board of Trustees.

Executive Summary

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda and hereby included as attachments to this staff report.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council.

Key Performance Indicators and Strategic Plan

This item aligns with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Fiscal Impact

There are no costs anticipated for work related to this project.

Attachments

Approval of City Council Meeting Minutes
May 17, 2023
Page 2 of 2

1. April 26, 2023, Special Joint City Council Meeting Minutes
2. April 29, 2023, Special Joint City Council Meeting Minutes
3. May 3, 2023, Regular City Council Meeting Minutes
4. May 3, 2023, Special Joint City Council Meeting Minutes

ATTACHMENT 1

April 26, 2023, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA SPECIAL JOINT
MEETING OF THE CITY COUNCIL AND MOBILITY AND
TRANSPORTATION INFRASTRUCTURE COMMISSION**

MINUTES

WEDNESDAY, APRIL 26, 2023, AT 6:30 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and the Mobility and Transportation Infrastructure Commission was called to order by Mayor Primuth on Wednesday, April 26, 2023, at 6:39 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

| | |
|---------------|----------------------|
| Mayor | Jon Primuth |
| Mayor Pro Tem | Evelyn G. Zneimer |
| Councilmember | Janet Braun |
| Councilmember | Michael A. Cacciotti |
| Councilmember | Jack Donovan |
| Chair | Eric Dunlap |
| Vice Chair | Kimberley Hughes |
| Commissioner | Diego Zavala |
| Commissioner | John Fisher |
| Commissioner | Larry Abelson |

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Administrative Secretary; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

Mayor Primuth added Closed Session Announcements and Pledge of Allegiance to the agenda.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Jon Primuth.

CLOSED SESSION ANNOUNCEMENTS

April 26, 2023 Closed Session Meeting:

CLOSED SESSION ANNOUNCEMENTS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. *Togi. v. City of South Pasadena* (LASC Case No. BC680186)
2. *Travelers, Ins. v. City of South Pasadena* (LASC Case No. 22STCV22759)
3. *American Medical Response West v. California Department of Health Care Services, et al.* (SSC Case No. 34-2021-80003757)
4. *Californians for Homeownership, Inc. v. City of South Pasadena* (LASC Case No. 22STCP01388)

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)

Government Code Section 54956.9(d)(2))

Number of Potential Cases: 1

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)

Government Code Section 54956.9(d)(4))

Number of Potential Cases: 1

City Attorney Jared reported that no action was taken on the April 26, 2023, closed session. City Attorney Jared noted that Mayor Primuth did not participate regarding Item A-2.

PUBLIC COMMENT

1. PUBLIC COMMENT

In-person Comments:

John C. spoke regarding his public comment submitted as an additional document.

Katherine Femia chose to speak at next regular scheduled meeting.

Michelle Hammond spoke regarding improving safety of streets.

Sean Meredith spoke regarding improving safety of streets on Meridian for bikes and pedestrians walking.

Bianca Richards spoke regarding improving safety of streets for bikes and pedestrians.

Frederick Eberhardt spoke regarding improving safety of streets for bikes and pedestrians.

Shlomo Nitzani spoke regarding condition of numerous streets in the City.

Kris Miller spoke regarding City's streets and asked to prioritize seeking funding for infrastructure.

Jason Bortz spoke regarding support for bike lanes in the City.

Rona Bortz spoke regarding support for bike and pedestrian access.

Michael Siegel spoke regarding the policy and asked the Council to think of family safety when making decisions.

Zoom Comments:

Nate Bolt spoke regarding supporting bicycle and pedestrian infrastructure.

Yvonne La Rose spoke regarding supporting bicycle and pedestrian infrastructure and increasing safety.

Alexis Altounian spoke regarding safety of streets and increasing visibility for pedestrians, and crossing guards.

RECOGNITION / INTRODUCTION

2. STAFF INTRODUCTION

Public Works Department:

David Peña, Transportation Manager

Public Works Director Ted Gerber introduced Transportation Manager David Peña.

ACTION/DISCUSSION

3. STATE OF STREETS

Hearing no opposition, the presentation was received and filed.

4. APPROVAL OF TASK ORDER WITH BUCKNAM INFRASTRUCTURE GROUP, INC. FOR PAVEMENT MANAGEMENT PROGRAM SERVICES AND GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager to execute a Task Order under an existing Master On-Call Professional Services Agreement with Bucknam Infrastructure Group, Inc. (Consultant) to provide pavement, sidewalk, and curb & gutter management services and Geographic Information System (GIS) support services. The Task Order is in the amount of Ninety-Five Thousand and Eight-Hundred and Thirty-Eight Dollars (\$95,838.00), including a \$87,125.00 fee, based on the rates in the Approved Fee Schedule in Consultant’s Master Agreement, and a 10% contingency of \$8,713.00;
2. Authorize expenditure of \$95,838.00 from the City’s available Public Works Administration and Engineering Professional Services Account No. 101-6010-6011-8170-000 for this work;
3. Authorize the City Manager to execute all related documents on behalf of the City.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Councilmember Donovan, and approved by roll call vote to approve Item No. 4, as presented. The motion carried 5-0, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

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ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the Special Joint Meeting of the City Council and the Mobility and Transportation Infrastructure Commission at 9:44 P.M. The City Council recessed back into closed session to continue discussion.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

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ATTACHMENT 2

April 29, 2023, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY
COUNCIL AND PLANNING COMMISSION**

**MINUTES
SATURDAY, APRIL 29, 2023, AT 9:00 A.M.**

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Planning Commission was called to order by Mayor Primuth on Saturday, April 29, 2023, at 9:06 A.M. in the War Memorial Building, 435 Fair Oaks Avenue, South Pasadena, California.

ROLL CALL:

PRESENT

| | |
|---------------|----------------------|
| Mayor | Jon Primuth |
| Mayor Pro Tem | Evelyn G. Zneimer |
| Councilmember | Janet Braun |
| Councilmember | Michael A. Cacciotti |
| Councilmember | Jack Donovan |
| Chair | Laura Dahl |
| Vice Chair | Lisa Padilla |
| Commissioner | Amitabh Barthakur |
| Commissioner | John Lesak |
| Commissioner | Arnold Swanborn |

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Administrative Secretary; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PUBLIC COMMENT

1. PUBLIC COMMENT

None.

ACTION/DISCUSSION

2. RECEIVE PRESENTATION AT STATE OF HOUSING JOINT STUDY SESSION OF THE CITY COUNCIL AND PLANNING COMMISSION

Recommendation

It is recommended that the City Council and Planning Commission receive a staff presentation at the State of Housing Joint Study Session.

Leah Demarest introduced item, presenters, and presented on item.

Hearing no opposition, the presentation was received and filed.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the Special Joint Meeting of the City Council and Planning Commission at 11:58 P.M.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

ATTACHMENT 3

May 3, 2023, Regular City Council Meeting Minutes

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

**MINUTES
WEDNESDAY, MAY 3, 2023, AT 7:00 P.M.**

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Wednesday, May 3, 2023, at 7:40 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

| | | |
|-----------------------|---------------|----------------------|
| <u>PRESENT</u> | Mayor | Jon Primuth |
| | Mayor Pro Tem | Evelyn G. Zneimer |
| | Councilmember | Janet Braun |
| | Councilmember | Michael A. Cacciotti |
| | Councilmember | Jack Donovan |

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney, Mark Perez, Deputy City Clerk, Tiara Solorzano, Management Assistant, were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Janet Braun

CLOSED SESSION ANNOUNCEMENTS

April 26, 2023 Closed Session Meeting:

1. CLOSED SESSION ANNOUNCEMENTS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. *Togi. v. City of South Pasadena* (LASC Case No. BC680186)
2. *Travelers, Ins. v. City of South Pasadena* (LASC Case No. 22STCV22759)
3. *American Medical Response West v. California Department of Health Care Services, et al.* (SSC Case No. 34-2021-80003757)
4. *Californians for Homeownership, Inc. v. City of South Pasadena* (LASC Case No. 22STCP01388)

B. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (EXPOSURE)

Government Code Section 54956.9(d)(2))

Number of Potential Cases: 1

C. CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION (CITY INITIATING)

Government Code Section 54956.9(d)(4))

Number of Potential Cases: 1

City Attorney Jared reported that no action was taken on the April 26, 2023 closed session.

May 3, 2023, 1:00 P.M. Special Closed Session Meeting:

A. CITY ATTORNEY FIRM INTERVIEWS

Mayor Primuth reported that Council provided direction to the Ad-hoc committee for further action.

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PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

Zoom Comments:

Yvonne LaRose spoke regarding her concerns for Senior Services.

In-Person Comments:

Robert Gonzalez made comments and requested time to speak on the Water Quality Authority.

Anne Bagasao made comments on renter’s rights, investors, and Ordinance 2351.

Rachel Russell made comments on renter’s rights and strengthening policies.

Sally Kilby made comments on behalf of the Women’s Club and their upcoming event.

Brianna Fuentes made comments on evictions and Ordinance 2351.

PRESENTATIONS

3. PRESENTATION OF A PROCLAMATION DECLARING APRIL 30 – MAY 6, 2023 AS “MUNICIPAL CLERKS WEEK”

Management Services Department Director Luis Frausto presented proclamation declaring April 30 through May 6, 2023, as “Municipal Clerks Week”.

4. PRESENTATION OF A PROCLAMATION DECLARING MAY 7 – MAY 13, 2023 AS “BE KIND TO ANIMALS WEEK”

Community Services Program Specialist Jordan Bell presented proclamation declaring May 7 through May 13, 2023, as “Be Kind to Animals Week”.

5. PRESENTATION OF A PROCLAMATION DECLARING MAY 2023 AS “BUILDING SAFETY MONTH”

Community Development Director Angelica Frausto-Lupo presented proclamation declaring May 2023, as “Building Safety Month”.

COMMUNICATIONS

6. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

None.

CONSENT CALENDAR

A motion was made by Councilmember Cacciotti, seconded by Councilmember Braun and approved by roll call vote to approve Consent Calendar Item No. 8, as presented. Mayor Primuth requested to pull item No. 9 for separate discussion. Mayor Pro Tem Zneimer requested to pull Item Nos. 7 and 10 for separate discussion. The motion carried 5-0, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

7. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$8,739.75; GENERAL CITY WARRANTS IN THE AMOUNT OF \$330,081.03; ONLINE PAYMENTS IN THE AMOUNT OF \$150,845.55; TRANSFERS IN THE AMOUNT OF \$493,351.50; PAYROLL IN THE AMOUNT OF \$881,265.15

Recommendation

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

COUNCIL ACTION AND MOTION

This item was pulled for separate discussion by Mayor Pro Tem Zneimer. A motion was made by Mayor Pro Tem Zneimer, seconded by Councilmember Cacciotti, and approved by roll call vote to approve Item No. 7, as presented. The motion carried 5-0, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

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8. JULY 2022 – FEB 2023 BUDGET UPDATE

Recommendation

Staff recommends that the City Council receive and file the July 2022 – Feb 2023 Budget Update Report.

A motion was made to approve recommendation on the Consent Calendar

9. APPROVAL OF CITY COUNCIL MEETING MINUTES FOR MAY 18, 2022, JUNE 15, 2022, AND APRIL 19, 2023

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the May 18, 2022, Regular City Council Meeting; and
2. Approve the minutes for the May 18 2022, Special City Council Meeting; and
3. Approve the minutes for the June 15, 2022, Special City Council Meeting; and
4. Approve the minutes for the April 19, 2023, Regular City Council Meeting; and
5. Approve the minutes for the April 19, 2023, Special Housing Authority Meeting.

COUNCIL ACTION AND MOTION

This item was pulled for separate discussion by Mayor Primuth. A motion was made by Councilmember Cacciotti, seconded by Councilmember Donovan, and approved by roll call vote to approve Recommendation Nos. 1-3 of this item, as presented. The motion carried 4-0-1, by the following vote:

- AYES:** Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** Braun.

This item was pulled for separate discussion by Mayor Primuth. A motion was made by Mayor Primuth, seconded by Councilmember Cacciotti, and approved by roll call vote to approve Recommendation Nos. 4-5 of this item, as modified with language amended on the April 19, 2023, Regular meeting minutes to note that staff is to bring back the substantial renovation and just-cause ordinance as an “urgency ordinance”. The motion carried 5-0, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

10. ADOPTION OF A RESOLUTION INITIATING THE PROCEEDINGS AND ORDERING OF THE PREPARATION OF THE ENGINEER’S REPORT FOR FISCAL YEAR 2023-2024 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2023-24 LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN LIGHTING AND LANDSCAPE MAINTENANCE IN AN EXISTING DISTRICT AND ORDERING THE PREPARATION OF A REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

Recommendation

It is recommended that the City Council:

1. Adopt the attached Resolution initiating the proceedings for the Fiscal Year (FY) 2023-2024 Lighting and Landscaping Maintenance District (LLMD); and
2. Authorize the preparation of the Engineer’s Report for the annual levy and collection of assessments.

COUNCIL ACTION AND MOTION

This item was pulled for separate discussion by Mayor Pro Tem Zneimer. A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer, and approved by roll call vote to approve Item 10, as presented. The motion carried 5-0, by the following vote:

AYES: Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
NOES: None.
ABSENT: None.
ABSTAINED: None.

Resolution No. 7814 was adopted.

ACTION/DISCUSSION

11. **REVIEW AWARD OF TWO CONTRACTS TO REXEL ENERGY SOLUTIONS, CHARGEPOINT PARTNER, IN THE AMOUNTS OF \$183,344 AND \$60,617, FOR THE PURCHASE OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) AND RELATED SERVICES FOR THE RESPECTIVE CIVIC CENTER VEHICLE ELECTRIFICATION PROJECT AND ARROYO PARK ELECTRIC VEHICLE (EV) CHARGER INSTALLATION, AND APPROVAL OF A CHARGING INFRASTRUCTURE AND REBATE PARTICIPATION AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE).**

Recommendation

It is recommended that the City Council:

1. Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Civic Center / City Hall Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically nineteen (19) ChargePoint CT4011/4021-GW1 Level 2 electric vehicle chargers and supporting services;
2. Award a contract to Rexel Energy Solutions, ChargePoint Partner, at the proposed competitive procurement price utilizing Sourcewell nationwide government procurement service for the purchase of Arroyo Park Electric Vehicle Supply Equipment (EVSE) and Related Services, specifically six (6) ChargePoint CT4021-GW1 dual port Level 2 electric vehicle chargers and supporting services;
3. Authorize the City Manager to enter into a Charging Infrastructure and Rebate Participation Agreement With Southern California Edison (SCE) to participate in the SCE Charge Ready Program, which facilitates installation of Level 2 electric vehicle chargers at the Arroyo Park parking lot, and a 10-year commitment by the City to provide and maintain the chargers;
4. Appropriate an additional \$10,617 in General Funds to Arroyo Park Electric Vehicle Installation Capital Improvement Program (CIP) Account No. 101-9000-9189-9189-000; and
5. Authorize the City Manager to execute the attached quotation and purchase order.

Zoom Comments:

Alan Ehrlich spoke on placing chargers at SPUSD lots.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Recommendation Nos. 1 and 5 of this item, as presented. The motion carried 5-0, by the following vote:

- AYES:** Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

PUBLIC COMMENT – CONTINUED

12. CONTINUED PUBLIC COMMENT – GENERAL

None.

COMMUNICATIONS

13. COUNCILMEMBER COMMUNICATIONS

Mayor Pro Tem Zneimer had no comments.

Councilmember Donovan had no comments.

Councilmember Braun had no comments.

Mayor Primuth had no comments.

Councilmember Cacciotti commented on events he recently attended, the Police Department, new projects from Public Works, the Holy Family food distribution, and electrification efforts.

14. CITY MANAGER COMMUNICATIONS

City Manager Chaparyan clarified that there will not be a budget workshop on May 17, 2023.

City Manager Chaparyan highlighted an upcoming Finance Commission meeting on May 16, 2023.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 9:21 P.M., to the next City Council meeting scheduled on Wednesday, May 17, 2023. Council recessed back into Closed session to continue discussion.

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Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

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ATTACHMENT 4

May 3, 2023, Special Joint City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY
COUNCIL AND THE LIBRARY BOARD OF
TRUSTEES**

MINUTES
WEDNESDAY, MAY 3, 2023, AT 6:00 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and the Library Board of Trustees was called to order by Mayor Primuth on Wednesday, May 03, 2023, at 6:34 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

| | |
|----------------|----------------------|
| Mayor | Jon Primuth |
| Mayor Pro Tem | Evelyn G. Zneimer |
| Councilmember | Janet Braun |
| Councilmember | Michael A. Cacciotti |
| Councilmember | Jack Donovan |
| President | Dean Serwin |
| Vice President | Bianca Richards |
| Secretary | Annie Chang Long |
| Trustee | Kenneth Gross |
| Trustee | Edward Pearson |

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tiara Solorzano, Management Assistant; Mark Perez, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PUBLIC COMMENT**1. Public Comment**In-Person Comment:

Sally Kilby spoke regarding her support for the approval of the Library Strategic Plan.

Melisa Wilson spoke regarding her support for the Library.

ACTION/DISCUSSION**2. RECEIVE AND FILE THE “LIBRARY STRATEGIC PLAN, 2023-2027” AND PROVIDE DIRECTION REGARDING FACILITY IMPROVEMENTS**

It is recommended that the City Council:

1. Receive and file the “Library Strategic Plan, 2023-2027”; and
2. Provide direction to staff regarding short-term and long-term facility improvements.

Library Director Cathy Billings introduced the item and presenter, Jason Bank.

Mayor Pro Tem Evelyn Zneimer commented on inclusivity within the future planning of the public Library, exploring other funding options, and preserving the Community Room.

Councilmember Janet Braun applauded Library Director, staff, and Board of Trustees. In addition, Councilmember Braun also spoke on grant options and inquired on the RFP process for the Master Plan.

Board of Trustees Secretary Annie Chang Long commented on the great job staff has done and concerns for safety in restrooms.

Board of Trustees Vice President Bianca Richards echoed comments from previous Board members and agrees that the City needs to modernize the Library.

Board of Trustees member Edward Pearson commented on the great discussions taking place regarding the Library.

Board of Trustees member Kenneth Gross made comments on the importance of this Strategic Plan.

Board of Trustees President Dean Serwin spoke on the grant the City is applying for and stated the City would have to match funds if awarded.

Hearing no opposition, the presentation was received and filed.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the Special Joint Meeting of the City Council and the Library Board of Trustees at 7:32 P.M.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

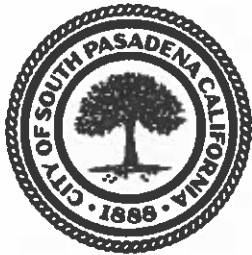
Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

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City Council Agenda Report

ITEM NO. 17

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Department Director

SUBJECT: **Amendment to Agreement with Acorn Technology Services for Information Technology Support Services to Increase Annual Amount by \$37,108 for a New Total Not-to-Exceed Amount of \$306,808**

Recommendation

It is recommended to authorize the City Manager or designee to execute an amendment to the agreement with Acorn Technology and increase the amount by \$37,108 annually, for a total amount not to exceed \$306,808 annually, for the continued services and management of the City's information technology infrastructure.

Executive Summary

Since 2015, the City has contracted with Acorn Technology Services (Acorn) to provide full-service technology management services. In preparation for the development of the FY 2024 budget, staff conducted an extensive review of the services and payments made to Acorn. For FY 2023, the City budgeted \$220,000, however, in reviewing the City's contract and subsequent change orders, this amount does not accurately reflect what is required for continued services. The requested contract amount is intended to cover the base monthly support cost paid to Acorn for the day-to-day management and support related to information technology (IT). The proposed amendment will properly reflect the monthly amount for services by Acorn and allow for payment to the vendor.

Background

On December 3, 2014, the City Council approved a professional services agreement with Acorn Technology Corporation (Acorn) for IT Services through June 30, 2020. Under the agreement, Acorn could propose a rate increase beginning July 1, 2017. Staff worked with Acorn to revise the rate structure in a manner that was amenable to both parties.

On July 19, 2017, the City Council approved an amendment to the agreement which incorporated much of the standard language present in our more recent professional service agreements. The new agreement was mutually agreed to by the City and Acorn and met the needs of the organization.

On June 17, 2020, the City Council approved a one-year extension of the contract, maintaining the 2017 rates, in order to continue services during the COVID-19 health

crisis, which required significant assistance from IT to support remote work environments and automated service delivery.

On April 21, 2021, the City Council approved an amendment to the Acorn agreement, which extended the City's contract for three years (through June 2024), with the option to extend it for two additional years. At that time, it was estimated that the City would pay Acorn \$269,700 annually for IT management services.

Analysis

The annual cost for Acorn to provide comprehensive IT support services for the City is \$306,808 annually or \$25,567 monthly. Staff is satisfied with the customer service and expertise provided by Acorn and believes the firm is best equipped to meet the City's IT needs. Staff recommends the approval of the contract amendment to allow for the payment of past due and upcoming invoices for Acorn's services.

Alternatives

City Council may also consider the alternative of not approving the proposed amendment and directing staff to develop a Request for Proposals and engage other IT service providers in a competitive process. However, the City would still be obligated to pay for services rendered and would need City Council approval to do so since we have exhausted our existing contract authority.

Staff believes changing firms during this critical time will be detrimental to the progress made with the City's information technology systems and slow the momentum on several crucial projects.

Fiscal Impact

No additional appropriation is required for this contract amendment. The Management Services Department has sufficient appropriate funds in the Information Technology Account (101-2010-2032-8170) for general services. When the Department became aware of the lack of funds for the contract, a request for an administrative transfer of funds between line items within the Department was initiated and executed, per the City's Finance Policies. In order to make payment to the vendor, the approval of the proposed amendment is required.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priorities "6d" Improve Technology. The City is underway with several significant technology improvement projects and is working closely with Acorn to implement them successfully.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachment: Proposed Amendment

ATTACHMENT 1

Proposed Amendment

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**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH ACORN TECHNOLOGY
SERVICES FOR INFORMATION TECHNOLOGY SERVICES**

THIS AMENDMENT (“Amendment”) is made on this 17th day of May 2023, by and between the CITY OF SOUTH PASADENA (“CITY”) and ACORN TECHNOLOGY SERVICES. (“CONSULTANT”).

RECITALS

WHEREAS, on April 21, 2021, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES (“Agreement”) for CONSULTANT to perform management of information technology services and support; and

WHEREAS, the original Agreement was in the annual amount of \$269,700 annually for the Scope of Services; and

WHEREAS, the CITY desires to execute an Amendment to properly reflect the costs incurred through the consultant, as items under support have been added and therefore modified the total annual amount, in an amount not to exceed \$306,808 annually; and

NOW THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. That Section 3.4 “Compensation” of the Agreement is hereby amended to read as follows:
“Compensation”: The total annual compensation and costs payable to Consultant by City for the Services rendered pursuant to this Agreement, shall be in the amount not to exceed of Three Hundred Six Thousand Eight Hundred and Eight Dollars \$306,808 annually.
2. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”
City of South Pasadena

“Consultant”
Acorn Technology Services

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Mickey McGuire

Title: City Manager

Title: Consultant

Date: _____

Date: _____

Attest:

By: _____
Mark Perez , Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____



City Council Agenda Report

ITEM NO. 18

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ted Gerber, Public Works Director

SUBJECT: **Adoption of a Resolution Approving the Fiscal Year 2023-24 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2023-24 Lighting and Landscaping Maintenance District**

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2023-24 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2023-24 Lighting and Landscaping Maintenance District (LLMD) for June 21, 2023, at 7:00 p.m. in the Council Chambers.

Executive Summary

On May 3, 2023, the City Council approved Resolution No.7814 authorizing the preparation of the Engineer's Report for the FY 2023-2024 LLMD Assessment. The attached draft resolution approves the Engineer's Report and declares the intention of continuing with levying and collecting assessments related to LLMD costs. The resolution also sets the Public Hearing for June 21, 2023 at 7:00 p.m., in the Council Chambers. The Public Hearing allows comment by the property owners and is legally required to annually re-establish LLMD revenues. Attachment 1 includes the proposed resolution and Attachment 2 includes a draft of the Engineer's Report.

Background

The LLMD provides approximately \$900,000 in revenues that is used exclusively for maintenance costs within the LLMD boundaries. The revenue is collected through the County Assessor's Office as part of the property tax rolls. The LLMD estimated cost for FY 2023-24 is \$1,764,860. The LLMD assessments provide annual funds for the maintenance and operation of traffic signals, street lights, median landscaping, street tree trimming, and tree removals and replacements. The first step requires the authorization to prepare an Engineer's Report, which contains the engineering study and details of the assessments and methodologies which are needed to submit the assessments to the

County Assessor's Office. On May 3rd, 2023, the City Council approved Resolution No. 7814 authorizing the preparation of the Engineer's Report for the FY 2023-24 LLMD Assessment.

The maintenance costs are distributed equitably assessing properties in accordance with special benefits received. The City Council has previously approved the methodology for the assessments and staff will continue with the same methodology this year. Revenues generated by the proposed assessment district will partially cover the maintenance cost within the LLMD service area, which coincide with the City boundaries. The remainder of the expenses must be supplemented with other funding or reduced by eliminating some of the current LLMD services.

Analysis

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The equivalent dwelling unit calculation is adjusted for commercial, vacant, and multi-residential property in a manner detailed on pages eight and nine in the Engineer's Report, provided in Attachment 2. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

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

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

| Zone | Assessment (\$/EDU) | | |
|------|---------------------|----------------|----------|
| | City Wide | Local Benefits | Total |
| 1 | \$71.26 | \$25.85 | \$97.11 |
| 2 | \$71.26 | \$32.83 | \$104.09 |
| 3 | \$71.26 | \$7.66 | \$78.92 |
| 4 | \$71.26 | None | \$71.26 |

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

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported staff's recommendation to rely on an exemption of Prop 218 (passed in 1997), that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In January 2017, a ballot to increase assessments was performed. The final tally of the vote was 60.9% opposed and 39.1% in favor of the new assessments. As a result, assessment rates remained unchanged. In the FY 2023-24 report, there is no proposed change to the assessments. However, in a future action, staff plans to recommend that Council again facilitate a vote to raise the assessment rates in order to fully fund the City's lighting and landscaping expenditures. An alternative to this is to reduce LLMD expenditure costs by eliminating some of the current LLMD services.

The attached resolution approves the Engineer's Report and declares the intention of continuing with levying and collecting assessment to fund LLMD costs. The resolution also sets the Public Hearing for June 21st, 2023 at 7:30 p.m., in the Council Chambers. The Public Hearing allows comment by the property owners and is legally required to annually re-establish LLMD revenues. Attachment 1 includes the proposed resolution and Attachment 2 includes a draft of the Engineer's Report.

Next Steps

A Public Hearing will be conducted on June 21, 2023, to adopt a Resolution confirming the annual levy and collection of assessments for the LLMD for FY 2023-2024. In August 2023, Harris & Associates will submit the proposed assessments to the Los Angeles County (County) Assessor's Office (see Attachment 3 schedule).

Fiscal Impact

The LLMD estimated cost for FY 2023-24 is \$1,764,860 (refer to page five of the Engineer's Report), while revenue is only approximately \$900,000. Previously, the City Council has approved a significant transfer from the General Fund to account for the shortfall between assessment revenue and LLMD costs. This General Fund transfer may not be necessary in the future, if a future vote to raise the assessment rates passes. This would fully fund the City's lighting and landscaping expenditures.

The consulting services of Harris & Associates have been engaged to prepare the Engineer's Report reflecting individual parcel assessments including recordation with the County.

Community Outreach

The public will have an opportunity to speak on this matter during the Public Hearing at the June 21, 2023 City Council Meeting. A copy of the attached Engineer's Report is available for viewing on the City's website.

Environmental Analysis

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment.

Key Performance Indicators and Strategic Plan

This item is related to the annual assessment process for lighting and landscaping maintenance revenue, and is not associated with a Key Performance Indicator.

Commission Review and Recommendation

This item was not reviewed by a City Commission.

Public Notification

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

Attachment

1. Resolution
2. Preliminary Fiscal Year (FY) 2023-24 Lighting and Landscaping Maintenance District (LLMD) Engineer's Report
3. LLMD Proceedings Schedule

ATTACHMENT 1

Draft Resolution initiating the proceedings for the Fiscal Year
(FY) 2023-24 Lighting and Landscaping Maintenance District
(LLMD)

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FISCAL YEAR 2023-24 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

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

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the next ensuing Fiscal Year (FY) 2023-24, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, the City Council approved the Engineer's Report (Report) as required by law, including provisions of said Streets and Highways Code of the State of California Division 15, Part 2, Chapter 3 (commencing with Section 22620), and the City Council desires to conduct the proceedings for said annual levy.

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

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

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to continue proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by the City Council and posted on the City's website for remote access by the public, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report, incorporated herein as part hereof.

Resolution No. _____

SECTION 3. REPORT. That the Report regarding the annual levy for said District, which Report is for maintenance for the FY 2023-24, is hereby approved and is posted on the City's website for remote access.

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

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

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

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

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

SECTION 9. PUBLIC PROPERTY. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be

Resolution No. _____

made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

SECTION 10. PUBLIC HEARING. NOTICE IS HEREBY GIVEN THAT WEDNESDAY, THE 21st DAY OF JUNE 2023, AT THE HOUR OF 7:00 PM, AT THE REGULAR MEETING OF THE SOUTH PASADENA CITY COUNCIL, IN THE COUNCIL CHAMBER, 1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030, IS THE TIME AND PLACE FIXED BY THE CITY COUNCIL FOR THE PUBLIC HEARING ON THE ANNUAL LEVY OF ASSESSMENTS.

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

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

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

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

Ted Gerber, Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
tgerber@southpasadenaca.gov
(626) 403-7240

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

Resolution No. _____

PASSED, APPROVED AND ADOPTED ON this 17th day of May, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Andrew L. Jared, City Attorney

ATTACHMENT 2

Preliminary Fiscal Year (FY) 2023-24 Lighting and
Landscaping Maintenance District (LLMD) Engineer's Report

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Harris & Associates



PRELIMINARY ENGINEER'S REPORT

CITY OF SOUTH PASADENA
STREET LIGHTING AND
LANDSCAPING MAINTENANCE
DISTRICT

Fiscal Year 2023-24

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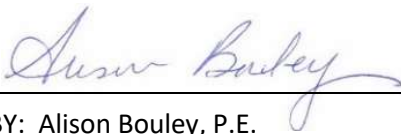
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1. CERTIFICATIONS

ENGINEER'S REPORT CITY OF SOUTH PASADENA STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

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

DATED: MAY 8, 2023



BY: Alison Bouley, P.E.
R.P.E. No. C61383



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2023.

Mark Perez, Deputy City Clerk
City of South Pasadena
Los Angeles County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the ___ day of _____, 2023.

Mark Perez, Deputy City Clerk
City of South Pasadena
Los Angeles County, California

By _____

2. REPORT

CITY OF SOUTH PASADENA

FISCAL YEAR 2023-24

ENGINEER'S REPORT

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

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

CITY OF SOUTH PASADENA

STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

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

PART A

PLANS AND SPECIFICATIONS

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

PART B

ESTIMATE OF COST

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

PART C

METHOD OF APPORTIONMENT

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

PART D

ASSESSMENT DIAGRAM

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

PART E

ASSESSMENT ROLL

A listing of the amounts to be assessed on each benefited lot or parcel of land within the District in Fiscal Year 2023-24.

3. PART A - PLANS AND SPECIFICATIONS

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

DESCRIPTION OF IMPROVEMENTS
 FOR THE CITY OF SOUTH PASADENA
 STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
 FISCAL YEAR 2023-24

The proposed improvements for Fiscal Year 2023-24 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

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

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

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

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

4. PART B – ESTIMATE OF COST

Estimate of Cost

Estimated costs for Fiscal Year 2023-24 for the construction, operation, servicing and maintenance of the landscaping and lighting facilities described in Part A are shown in the following table.

ESTIMATE OF COST

| <i>Land Use Category</i> | Local | Citywide | District Total |
|--|------------------|--------------------|--------------------|
| I. Landscape Maintenance | | | |
| Street Tree Maintenance | \$0 | \$614,673 | \$614,673 |
| Street Tree Removal and Replacement | \$0 | \$160,000 | \$160,000 |
| Median Landscape Maintenance | \$0 | \$152,500 | \$152,500 |
| Total Landscape Maintenance: | \$0 | \$927,173 | \$927,173 |
| II. Street Lighting and Traffic Signals ^{1, 2} | | | |
| Major Thoroughfare Street Lighting ² | \$62,503 | \$187,509 | \$250,012 |
| City-Owned Street Lighting | \$104,172 | \$0 | \$104,172 |
| Edison-Owned Street Lighting | \$62,503 | \$0 | \$62,503 |
| Street Lighting Subtotal: | \$229,178 | \$187,509 | \$416,687 |
| Traffic Signals | \$0 | \$401,000 | \$401,000 |
| Total Street Lighting & Traffic Signals: | \$229,178 | \$588,509 | \$817,687 |
| III. Other Costs | | | |
| Capital Improvements | \$0 | \$0 | \$0 |
| Damage to City Property | \$0 | \$0 | \$0 |
| Administrative Costs | \$0 | \$20,000 | \$20,000 |
| Total Other Costs: | \$0 | \$20,000 | \$20,000 |
| TOTAL COSTS: | \$229,178 | \$1,535,682 | \$1,764,860 |
| Revenue | | | |
| Assessment Revenue FY 2023-24 | \$161,709 | \$733,738 | \$895,447 |
| Non-Assessed Benefit Amount | \$67,469 | \$801,944 | \$869,413 |
| TOTAL REVENUE: | \$229,178 | \$1,535,682 | \$1,764,860 |

- 1 Street tree maintenance costs include city staff costs and contracted costs for street tree maintenance and street tree related sidewalk repair.
- 2 Street lighting costs include city staff costs and electricity. The street lighting total (\$416,687) is allocated 60% to Major Thoroughfare (\$250,012), 25% to City-Owned (\$104,172) and 15% to Edison-Owned (\$62,503).
- 3 Major Thoroughfare street lighting costs (\$250,012) are allocated 25% to Local Zone 1 (\$62,503) and 75% to Citywide (\$187,509).
- 4 Administrative costs include city staff costs and contracted costs to manage the District and process the annual assessment levy.

Fund Balance

The 1972 Act requires that a special fund be setup for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2023-24 are shown in the following table:

FUND BALANCE

| <i>Description</i> | <i>Amount</i> |
|--|-----------------|
| <i>Fiscal Year 2022-23</i> | |
| <i>Beginning Balance (July 1, 2022)</i> | \$94,009 |
| <i>Revenue</i> | \$887,644 |
| <i>Expenditures</i> | (\$1,328,283) |
| <i>Contribution from Other Sources</i> | \$383,079 |
| <i>Estimated Ending Balance (June 30, 2023)</i> | \$36,449 |
| <i>Fiscal Year 2023-24</i> | |
| <i>Estimated Beginning Balance (July 1, 2023)</i> | \$36,449 |
| <i>Revenue</i> | \$905,062 |
| <i>Expenditures</i> | (\$1,744,860) |
| <i>Contribution from Other Sources</i> | \$803,349 |
| <i>Estimated Ending Balance (June 30, 2024)</i> | \$ - |

5. PART C – METHOD OF APPORTIONMENT

General

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

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

— Streets and Highways Code Section 22573

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

Impact of Proposition 218

In November 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California.

“Grandfathered” Assessments. Since the District Assessments were imposed prior to November 5, 1996, they are “grandfathered” under Article XIII D, Section 5(a) of the Constitution, which permits the continuation of assessments existing prior to the effective date of Proposition 218 so long as the assessments are imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Since 1997, the City elected to proceed with the “grandfathering” of the District which has allowed the annual renewal of the District Assessments at the rates that existed when Proposition 218 went into effect. Any increase above such rates must be in compliance with Proposition 218 and requires property-owner approval.

Maintenance Cost Inflation. There has been an increase of cost to provide services over the years which have increased the District expenditures. However, the revenues have stayed the same due to the Proposition 218 limitations. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. For Fiscal Year 2023-24, it is estimated that the revenue shortfall for the District will be approximately \$727,344.

Fiscal Year 2017/18 Proposed Assessment Rate Increase. In an attempt to generate additional revenues and eliminate the General Fund subsidy, the City proposed to form a new assessment District that would replace the existing assessment District if approved by property owners within the District by way of an assessment balloting procedure in compliance with Proposition 218. In January 2017, property owners were asked to vote in favor of, or against, the new District with increased rates that would be sufficient to cover District costs, as well as a built-in annual inflation factor to allow rate escalation to match up with cost inflation. The property owners did not vote in favor of the new District and the existing District remains in place.

Equivalent Dwelling Unit Assessment Methodology

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

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

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

Commercial/Industrial. Commercial/Industrial properties are designated as commercial, industrial, recreational, institutional, or miscellaneous uses per the Los Angeles County land-use codes. In converting improved Commercial/Industrial properties to EDUs, the factor used is the City of South Pasadena's average single family residential lot size of 7,500 square feet, or 5.808 dwelling units per acre. The Commercial/Industrial parcels will be assessed 5.808 EDU for the first acre or any portion thereof, and then 25% of 5.808 EDUs (1.452) for every additional acre or portion thereof, as the utilization of that portion of non-residential property greater than one acre is reduced and will be treated as vacant land. The minimum number of EDUs per parcel will be 1 EDU.

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

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

Vacant Non-Residential. Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels

will be assessed at the rate of 25% of the developed non-residential properties, or 1.452 EDU per acre or any portion thereof, with a minimum of 0.25 EDU per parcel.

Landlocked parcels and small parcels are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels.

EDU Rates by Land Use

The land-use category for each parcel is based on the Los Angeles County Assessor's Roll. A summary of EDU Rates by Land Use is shown below:

EDU RATES BY LAND USE

| <i>Land Use Category</i> | <i>Basic Unit x EDU Factor</i> | <i>EDU Rates</i> |
|---|--------------------------------|--|
| 0 Exempt | 1 Dwelling Unit x 0.0 | 0.00 EDU per Dwelling Unit |
| 1 Single Family Residential (SFR) | 1 Dwelling Unit x 1.0 | 1.00 EDU per Dwelling Unit |
| 2 Multi-Family Residential / Condominiums | 1 Dwelling Unit x 0.8 | 0.80 EDU per Dwelling Unit |
| 3 Commercial / Industrial <i>Based on the average size for SFR lots in the City of 7,500 SF which equals 5.805 Dwelling Units / Acre</i> | 1 Acre x 5.808 | 5.808 EDU per Acre <i>(first acre, minimum 1.00 EDU per Parcel)</i> |
| | 1 Acre x 1.452 | 1.452 EDU per Acre <i>(after first acre)</i> |
| 4 Vacant – Residential | 1 Parcel x 0.25 | 0.25 EDU per Parcel |
| 5 Vacant – Non-Residential | 1 Acre x 1.452 | 1.452 EDU per Acre <i>(minimum 0.25 EDU per Parcel)</i> |

Inventory of Assessed Parcels

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

INVENTORY OF ASSESSED PARCELS

| <i>Land Use Category</i> | <i>No. of Parcels</i> | <i>Dwelling Units</i> | <i>Acres</i> | <i>EDUs</i> |
|---|-----------------------|-----------------------|---------------|------------------|
| 1 Single Family Residential (SFR) | 4,378 | 4,378 | N/A | 4,378.000 |
| 2 Multi-Family Residential/Condominiums | 2,039 | 6,522 | N/A | 5,217.60 |
| 3 Commercial/Industrial | 322 | N/A | 121.21 | 647.63 |
| 4 Vacant - SFR | 188 | N/A | N/A | 47.00 |
| 5 Vacant - Non-SFR | 19 | N/A | 3.48 | 6.41 |
| District Totals | 6,946 | 10,900 | 124.68 | 10,296.63 |

District Benefits

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

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

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

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

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

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

Types of Benefit

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

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

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

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

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

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

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

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

Zones of Benefit

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

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

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

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

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

EDUs Per Zone

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

EDUS PER ZONE

| <i>Benefit Zone</i> | EDUs |
|--|------------------|
| <i>Zone 1 (Major Thoroughfare Parcels)</i> | 1,882.30 |
| <i>Zone 2 (Residential Property - City Owned Lights)</i> | 2,059.61 |
| <i>Zone 3 (Residential Property - Edison Owned Lights)</i> | 5,953.58 |
| <i>Zone 4 (No Local Benefits - Citywide Benefits Only)</i> | 401.15 |
| Total EDUs: | 10,296.64 |

Citywide Benefit

All parcels within the City receive Citywide Benefits. The total amount of Citywide Benefits is shown in the following table:

CITYWIDE BENEFIT

| <i>Budget Item</i> | <i>Benefit Amount</i> |
|--|-----------------------|
| <i>Street Tree Maintenance</i> | \$614,673 |
| <i>Street Tree Removal and Replacement</i> | \$160,000 |
| <i>Median Landscape Maintenance</i> | \$152,500 |
| <i>Major Thoroughfare Street Lighting</i> | \$187,509 |
| <i>Traffic Signals</i> | \$401,000 |
| <i>Capital Improvements</i> | \$0 |
| <i>Damage to City Property</i> | \$0 |
| <i>Administrative Costs</i> | \$20,000 |
| Total Citywide Benefit: | \$1,535,682 |

Citywide Benefit Per EDU

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

CITYWIDE BENEFIT PER EDU

| <i>Budget Item</i> | <i>EDUs</i> |
|--|----------------|
| <i>Total Citywide Benefit:</i> | \$1,535,682 |
| <i>Divided by Total Citywide EDUs</i> | ÷ 10,296.64 |
| <i>Calculated Citywide Benefit Per EDU</i> | \$149.14 |
| Maximum Citywide Benefit Per EDU: | \$71.26 |

Local Benefit

Parcels located within each Zone receive Local Benefits for their specific Zone. The total amount of Local Benefits for each Zone are shown in the first table on the following page.

LOCAL BENEFIT

| <i>Budget Item</i> | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Local Total |
|-----------------------------|-----------------|------------------|-----------------|------------|------------------|
| <i>Major Thoroughfare</i> | \$62,503 | \$0 | \$0 | \$0 | \$62,503 |
| <i>City Owned System</i> | \$0 | \$104,172 | \$0 | \$0 | \$104,172 |
| <i>Edison Owned System</i> | \$0 | \$0 | \$62,503 | \$0 | \$62,503 |
| Total Local Benefit: | \$62,503 | \$104,172 | \$62,503 | \$0 | \$229,178 |

Local Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Local Benefits for each Zone are shown in the following table:

LOCAL BENEFIT PER EDU

| <i>Description</i> | Zone 1 | Zone 2 | Zone 3 | Zone 4 |
|--|----------------|----------------|---------------|---------------|
| <i>Total Local Benefit:</i> | \$62,503 | \$104,172 | \$62,503 | \$0 |
| <i>Divided by Total Zone EDUs</i> | ÷ 1,882.30 | ÷ 2,059.61 | ÷ 5,953.58 | ÷ 401.15 |
| <i>Calculated Local Benefit Per EDU</i> | \$33.21 | \$50.58 | \$10.50 | \$0.00 |
| <i>Maximum Local Benefit Per EDU:</i> | \$25.86 | \$32.83 | \$7.66 | \$0.00 |

Assessment Summary

The calculated assessment amount and the maximum assessment amount for each Zone, including both Citywide Benefits and Local Benefits are shown in the following table:

ASSESSMENT SUMMARY¹

| <i>Description</i> | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Total |
|--|------------------|------------------|------------------|-----------------|--------------------|
| <i>Calculated Citywide Benefit Assessment</i> | \$280,734 | \$307,178 | \$887,941 | \$59,829 | \$1,535,682 |
| <i>Calculated Local Benefit Assessment</i> | <u>\$62,503</u> | <u>\$104,172</u> | <u>\$62,503</u> | <u>\$0</u> | <u>\$229,178</u> |
| <i>Total Calculated Benefit Assessment:</i> | \$343,237 | \$411,350 | \$950,444 | \$59,829 | \$1,764,860 |
| <i>Maximum Citywide Benefit Assessment</i> | \$134,133 | \$146,768 | \$424,252 | \$28,586 | \$733,738 |
| <i>Maximum Local Benefit Assessment</i> | <u>\$48,678</u> | <u>\$67,616</u> | <u>\$45,415</u> | <u>\$0</u> | <u>\$161,709</u> |
| <i>Total Maximum Benefit Assessment:</i> | \$182,811 | \$214,384 | \$469,667 | \$28,586 | \$895,447 |
| <i>Non-Assessed Benefit Assessment:</i> | \$160,427 | \$196,966 | \$480,777 | \$31,243 | \$869,413 |

¹ Totals may slightly off due to rounding.

Assessment Rates

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

ASSESSMENT RATES

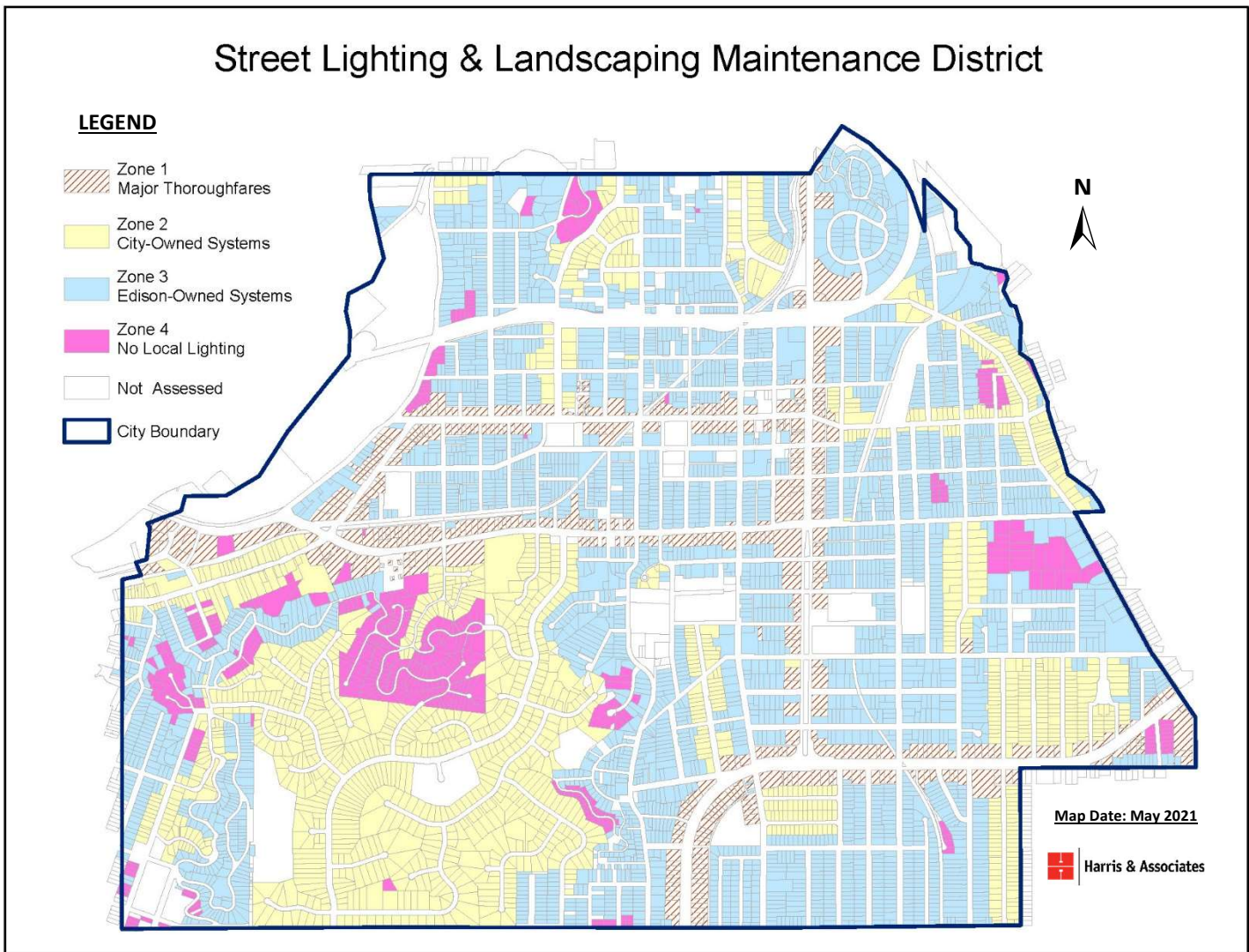
| <i>Description</i> | <i>Zone 1</i> | <i>Zone 2</i> | <i>Zone 3</i> | <i>Zone 4</i> |
|--|-----------------|-----------------|-----------------|-----------------|
| <i>Calculated Citywide Rate Per EDU</i> | \$149.14 | \$149.14 | \$149.14 | \$149.14 |
| <i>Calculated Local Rate Per EDU</i> | <u>\$33.21</u> | <u>\$50.58</u> | <u>\$10.50</u> | <u>\$0.00</u> |
| <i>Total Calculated Rate Per EDU:</i> | \$182.35 | \$199.72 | \$159.64 | \$149.14 |
| <i>Maximum Citywide Rate Per EDU</i> | \$71.26 | \$71.26 | \$71.26 | \$71.26 |
| <i>Maximum Local Rate Per EDU</i> | <u>\$25.86</u> | <u>\$32.83</u> | <u>\$7.66</u> | <u>\$0.00</u> |
| <i>Total Maximum Rate Per EDU:</i> | \$97.12 | \$104.09 | \$78.92 | \$71.26 |
| <i>Non-Assessed Rate Per EDU:</i> | \$85.23 | \$95.63 | \$80.72 | \$77.88 |

6. PART D – ASSESSMENT DIAGRAM

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

A copy of the assessment diagram for the District is shown below.

**CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
ASSESSMENT DISTRICT DIAGRAM**



7. PART E – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2023-24", which is incorporated by reference herein and is on file in the Office of the City Clerk.

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

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



ATTACHMENT 3

Lighting and Landscaping Maintenance District (LLMD) FY
2023-2024 Assessment Levy Schedule

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City of South Pasadena

Street Lighting and Landscaping Maintenance District FY2023/24 Assessment Levy Schedule as of April 4, 2023

| APRIL 2023 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

APRIL 4, 2023

City staff to provide Harris with annual budget information

APRIL 14, 2023

Harris to begin updating parcel database and preparing Engineer's Report

BY APRIL 26, 2023

Harris to review City Council Meeting #2 Staff Report and Resolution and provide comments for Council Agenda, Harris to provide draft Engineer's Report for Council Agenda

| MAY 2023 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

MAY 3, 2023

City Council Meeting #1 (Resolution of Initiation)
City Council Chambers, 1424 Mission Street

MAY 8, 2023

Harris to provide Engineer's Report to City

| JUNE 2023 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

MAY 17, 2023

City Council Meeting #2 (Resolution of Intention)
City Council Chambers, 1424 Mission Street

BY MAY 31, 2023

Harris to review City Council Meeting #3 Staff Report and Resolution and provide comments for Council Agenda

| JULY 2023 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

JUNE 9, 2023

Last day for City to Publish Notice of Public Hearing

JUNE 21, 2023

City Council Meeting #3 (Public Hearing)
City Council Chambers, 1424 Mission Street

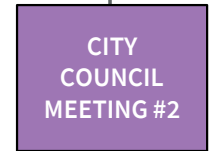
MONTH OF JULY

Harris updates District database parcel changes and prepares levy files. Harris works with City Staff to gather required levy submittal documentation

| AUGUST 2023 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

AUGUST 8, 2023

Harris submit levy to County Auditor-Controller for collection. Harris then researches levy rejects, if any, and provides resubmittal information to the County. Upon acceptance of final levy by County, Harris provides levy confirmation to City



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City Council Agenda Report

ITEM NO. 19

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Management Analyst for Housing Programs

SUBJECT: **Adoption of an Interim Urgency Ordinance Establishing a 45-Day Moratorium on No-Fault Just Cause Terminations of Tenancy**

Recommendation

It is recommended that the City Council:

1. Adopt an Interim Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy; and
2. Direct staff to study the issue of terminations of tenancy for substantial remodels and develop an ordinance to be adopted prior to the expiration of the moratorium.

Executive Summary

On April 19, 2023, the City Council received two written and six verbal public comments regarding the issuance of 60-day notices of termination of tenancy due to what were being termed "substantial remodels" in four units in the multifamily rental property at 1313 Huntington Drive. These public comments included the request that the City Council adopt an urgency ordinance amending the City's current no-fault just cause termination of tenancy provisions regarding the substantial remodel tenancy termination. In response to the comments received, the City Council, with a unanimous vote (Primuth, moved – Cacciotti, second), directed staff to review and evaluate the City's Just Cause for Eviction Ordinance, with a focus on the issues presented regarding substantial remodel tenancy termination and how it can be strengthened to better address the goals of the ordinance.

Staff recommends that City Council adopt an Interim Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy to provide time for staff to thoroughly study the issue and develop an ordinance that adequately addresses it.

Background

On October 13, 2019, Governor Newsom signed into law the California Tenant Protection Act of 2019 (AB 1482) to limit rent increases and prevent unjust evictions. In addition to establishing an annual statewide rent increase cap, it provides for eviction protections and relocation assistance for certain just cause evictions. The law's definition of just

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cause includes two categories: “at-fault” and “no-fault.” Under the law, a tenancy cannot be terminated unless the landlord demonstrates the existence of an at-fault or no-fault reason, complies with notice requirements, and, in the case of no-fault evictions, complies with relocation assistance requirements.

Under AB 1482, “intent to demolish or substantially remodel the residential real property” is a no-fault just cause. “Substantially remodel” is defined as follows:

[t]he replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

On November 4, 2020, in response to residents’ concerns that AB 1482’s definition of substantial remodel did not sufficiently protect tenants, the City Council adopted an Urgency Ordinance establishing a 45-day moratorium on evictions for substantial remodels and directed staff to study the issue and develop an ordinance to be adopted prior to the expiration of the moratorium. On December 16, 2020, the City Council adopted an ordinance extending the 45-day moratorium for substantial remodels for an additional 10 months and 15 days until March 16, 2021, or until City Council repealed or replaced the ordinance.

On January 20, 2021, the City Council adopted the permanent Urgency Ordinance 2351 to add Article X (“Just Cause for Eviction”) to the South Pasadena Municipal Code (SMPC), require just cause for termination of tenancies in the City of South Pasadena, and repealed the moratorium. The City’s Just Cause for Eviction ordinance mirrors AB 1482, except that in SMPC Section 17.106 is more protective than AB 1482, as it includes in its definition of “substantially remodel” the following additional requirements:

No “just cause” eviction for “substantial remodel” or demolition shall be effective unless building permits were first secured from the city of South Pasadena, and, included with the notice of termination of the tenancy, the tenant was provided with copies of the building permit(s) and with a written detailed account explanation of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed in 30 days and requires the tenant to vacate the residential real property for that duration.

With the expiration of the Los Angeles County COVID-19 Tenant Protections Resolution on March 31, 2023, just cause evictions have increased. In early April 2023, tenants in four units in the multifamily rental property at 1313 Huntington Drive received 60-day

Moratorium on No-Fault Just Cause Evictions

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notices of termination of tenancy due for what is being termed a “substantial remodel” of their units. On April 19, 2023, the City Council received two written and six verbal public comments, including from four affected tenants, regarding the issuance of 60-day notices to tenants in these units and requesting that the City Council adopt an urgency ordinance amending the City’s Just Cause for eviction ordinance.

In response to the comments received, the City Council unanimously voted to direct staff to review and evaluate the City’s Just Cause for Eviction ordinance and how it can be strengthened to further address the stated concerns of the ordinance.

The City Council has the authority under California Government Code Section 65858(a) to adopt an interim ordinance as an urgency measure to protect public safety, health, and welfare.

Strengthening Local Just Cause Provisions

The City has the authority under Civil Code Section 1946.2(g)(1)(B) to adopt a local ordinance regulating just cause evictions, as long as findings are made that the ordinance is consistent with the terms of AB 1482 and that the provisions of the local ordinance are more protective than AB 1482 in (i) limiting the reasons for just cause eviction, (ii) requiring higher relocation assistance amounts, or (iii) imposing additional tenant protections not prohibited by other provisions of law.

A number of nearby cities have adopted—or are currently considering adopting—local ordinances or charter amendments to refine no-fault just cause terminations of tenancy for substantial remodels with more protective requirements. These policy actions (Attachment A) are shared by way of example only and will be analyzed when this matter comes back after further study during the moratorium period.

Substantial Remodel Evictions in South Pasadena

While it is difficult to obtain current data on substantial remodel terminations, specific instances have been brought to the attention of City Council and City staff, including the aforementioned issuance of notices of termination to four renter households at 1313 Huntington Drive. Such terminations of tenancy have been a growing concern across the state, as evidenced by the more protective just cause provisions passed by local governments and, at the state level, the proposed Senate Bill 567, which, among other things, would close loopholes that allow for abuse of the substantial renovation exemption to just cause for eviction.

According to 2021 American Community Survey data, about 2,200 residents in South Pasadena were estimated to be at or below 149% of the poverty level. Of those who were below 100% of the poverty level, an estimated 81% lived in the same house that they lived in a year prior. An estimated 98% of those who were between 100% and 149% of

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the poverty level were living in the same house that they lived in the previous year.¹ When a substantial remodel that is not necessary for compliance with applicable health and safety laws results in the termination of a tenant's tenancy, that substantial remodel is likely not for the benefit of the current tenant. With rising rents in South Pasadena, a relocated tenant with a moderate to low income will have trouble finding affordable, stable housing in the city.

Analysis

Given the imminent threat of displacement facing South Pasadena tenants in relatively lower-rent rental units based on a stated intent to "substantially remodel", staff believes that immediate action by the City is warranted. However, further study is required to develop an ordinance that adequately addresses the no-fault just cause issues that are specific to South Pasadena. The enactment of a 45-day moratorium on no-fault just cause terminations of tenancy will allow the City to protect public safety, health, and welfare, while giving staff sufficient time to develop a longer-term response.

Fiscal Impact

The adoption of an ordinance establishing a 45-day moratorium will have a minimal fiscal impact in terms of staff time to field any questions from members of the public.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachments:

- A) Summary of Policies
- B) Draft Interim Urgency Ordinance

¹ 2021 ACS 5-Year Estimates, Table B07012 – Geographical mobility in the past year by poverty status in the past 12 months for current residence in the United States, US Census Bureau:

<https://data.census.gov/table?q=B07012&g=160XX00US0673220&tid=ACSDT5Y2021.B07012>

ATTACHMENT A
Summary of Policies

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ATTACHMENT A

Summary of Just Cause Policies from the region

Pasadena:

On December 12, 2022, the City Council adopted Resolution No. 9970, certifying the November 8, 2022 passage by voters of the expansive Measure H, "The Pasadena Charter Amendment Initiative Petition Measure Imposing Rent Control." The Pasadena Fair and Equitable Housing Charter Amendment permits a landlord to terminate any tenancy for substantial repairs only if it meets the definition and requirements of "Necessary and Substantial Repairs Requiring Temporary Vacancy" provided for in Section 1806(a)(8).

The landlord must, after having obtained all necessary permits from the City of Pasadena and having provided written notice to the tenant, seek "in good faith to undertake substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of Tenants of the building." The section contains provisions that define the specific requirements that must be met to be qualify as a just cause for termination of a tenancy, including independent confirmation by the City that the repairs necessitate the tenant to vacate the unit for a period of not less than 30 days and the noticing of the tenant's right of first refusal to another unit owned by the landlord and first right of return to the unit upon completion of the repairs at the same rent charged to the tenant before the tenant vacated the unit to the extent allowed by state law.

Pomona and Glendale:

Both cities' codes are consistent with the substantial remodel provisions in AB 1482 but contain the additional requirement that the work must meet a defined cost threshold. Specifically, the work must cost "not less than the product of eight (8) times the amount of the monthly rent times for the rental unit on which the work is being performed. For purposes of this section, the monthly rent shall be the average of the preceding twelve (12) month period."

West Hollywood:

West Hollywood's municipal code permits a landlord to terminate a tenancy only for substantial repairs to correct a violation noticed by a governmental inspection agency to bring the property into compliance with applicable codes and laws affecting the health and safety of the tenants if the landlord obtains all necessary permits, an authorized government agency has determined in writing that the rental unit may not be inhabited while work is performed, and the required work will take more than six months to complete.

The landlord must submit to the Rent Stabilization Division a copy of the government agency's written documentation and the relocation fee due to the City for contracted tenant counseling. The Rent Stabilization Division works with the landlord to create the 60-day notice. The landlord must then issue to the tenant the 60-day notice, with a copy of the authorized governmental agency's notice attached. The 60-day noticing period has not begun until the landlord pays the tenant the appropriate relocation fee.

Notably, the rent for the unit will not be decontrolled during vacancy following a no-fault termination of a tenancy. The landlord will only be able to ask for the current maximum allowable rent or less from the next tenant following such a termination.

Santa Monica: Substantial renovation is not a just cause for eviction in Santa Monica's municipal code. Temporary relocation is permitted when mandated by code compliance or by government order. The tenant has the right to return to the unit once it has been made habitable.

Claremont: In October 2022, the City Council passed a six-month moratorium on terminations of tenancy due to a property owner's intent to substantially remodel. At a City Council meeting on April 25, 2023, staff presented a proposed permanent ordinance that would impose heightened tenant protections for just cause terminations of tenancy, including but not limited to no-fault terminations due to substantial remodels.

Some of the proposed protections are consistent with South Pasadena's current requirements for no-fault terminations due to substantial remodels. However, staff also proposed for City Council's consideration the following additional requirements for terminations of tenancy to substantially remodel a unit: 1) the owner has demonstrated to the satisfaction of the City's Building Official or his/her/their designee that the cost of the work is more than a stated multiple of the cost of the tenant's monthly rent, and 2) the owner has demonstrated to the satisfaction of the City's Building Official or his/her/their designee that the work is necessary to bring the rental unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building.

Other proposed policy decisions include a right of first refusal to any vacant rental unit owned by the owner at the same or a lower monthly rent, provided that the unit is of comparable or superior material living condition and convenience for the tenant, and a first right of return to reoccupy the rental unit upon completion of the repairs at the same rent charged to the tenant before the tenant temporarily vacated the rental unit to the extent allowed by state law.

ATTACHMENT B
Draft Interim Urgency Ordinance

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ORDINANCE NO. ____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING AN INTERIM MORATORIUM ON NO-FAULT
JUST CAUSE EVICTIONS OF RESIDENTIAL TENANCIES IN
THE CITY OF SOUTH PASADENA, AND DECLARING THE
URGENCY THEREOF TO TAKE EFFECT IMMEDIATELY
UPON ADOPTION**

WHEREAS, effective January 1, 2020, Assembly Bill 1482 (2019-2020, the “Tenant Protection Act of 2019”), established state-wide just cause eviction protections intended to “help families afford to keep a roof over their heads, and...will provide California with important new tools to combat our state’s broader housing and affordability crisis[;]” and

WHEREAS, the eviction protections of AB 1482 require an owner of residential property to have “just cause” in order to terminate a tenancy of a tenant that has lived in the unit for 12 months or more and distinguishes between “at-fault” and “no-fault” just cause terminations of tenancy; and

WHEREAS, the eviction protections of AB 1482 allow for a “no fault just cause” eviction of a tenant where the property owner intends to demolish or remodel the unit requiring the tenant to vacate for a minimum of 30 days; and

WHEREAS, the eviction protections of AB 1482 require an owner of residential property to pay relocation assistance to a tenant that has their lease terminated for “no fault just cause[;]” and

WHEREAS, AB 1482 permits cities to adopt their own ordinances regulating evictions if the ordinance is more protective than AB 1482 in limiting the reasons for the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections not prohibited by any other provision of law and makes a binding finding that the ordinance is more protective than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2349 on November 4, 2020 establishing an interim moratorium on on evictions of residential units due to substantial remodeling or demolition unless building permits were secured from the City and the tenant was given notice why the work could not be reasonably accomplished while they remained in place, which it found was more restrictive than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2350 on December 16, 2020 extending the City’s interim moratorium on evictions of residential tenants due to substantial remodeling or demolition of the unit until March 16, 2021, which it found was more restrictive than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2351 on January 20, 2021 which repealed Ordinance No. 2350 and added Article IX to Chapter 17 of the South Pasadena Municipal Code titled “Just cause for eviction,” which it found was more restrictive than AB 1482; and

WHEREAS, South Pasadena Municipal Code section 17.106 prohibits owners of residential property from terminating a tenancy without just cause; and

WHEREAS, tenants of multifamily rental properties in South Pasadena have recently reported that they have received notices of termination of tenancy from their landlord for alleged purposes of “substantial remodelling” to their residential units, thereby taking advantage of an unintended loophole for property owners, to issue no-fault eviction notices with unwarranted claims that substantial remodelling will actually be undertaken; and

WHEREAS, at its April 19, 2023 meeting, the City Council directed City staff to evaluate how the City can strengthen its just cause eviction protections for renters; and

WHEREAS, without a temporary moratorium on evictions, tenants will suffer harm which is not adequately addressed by the one month of relocation benefits required under AB 1482 and the South Pasadena Municipal Code; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to prevent the irreparable injury tenants would suffer due to the unintended loophole in AB 1482 and Ordinance 2351 that allows tenants to be evicted for unsubstantiated or unnecessary “substantial remodels” of their units; and

WHEREAS, the City Council finds that an urgency measure is necessary and essential to further the important interests of the State in passing of AB 1482, which law the City supports; and

WHEREAS, renter protection is a goal of the City’s Sixth Cycle Housing Element currently under review by the Department of Housing and Community Development, and programs within the Housing Element, including changes to the zoning code will be forthcoming within the following few months; and

WHEREAS, the City Council desires to adopt an urgency ordinance to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal to address such goals of the Housing Element, and to prevent further concerns to the public safety, health, and welfare; and

WHEREAS, the City desires to study how to establish revised no-fault termination of tenancy provisions that are more protective than Civil Code Section 1946.2 (AB 1482) and the current ordinance, which may include a) additional procedures to justify an intended “substantial remodel,” or demolition, including the requirement to obtain permits prior to issuing a Notice of Termination, and b) additional relocation benefits in excess of one month’s rent; and

WHEREAS, these issues constitute a current and immediate threat to the public health, safety and welfare, within the meaning of Government Code Section 65858(a); and

WHEREAS, for reasons set forth above, this ordinance is declared by the City Council to be necessary for immediate preservation of the public peace, health, and safety, and the recitals above taken together constitute the City Council’s statements of the reasons constituting such necessity and urgency; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to the following, each a separate and independent basis: CEQA Guideline section 15183 (“Action Consistent with the General Plan and Zoning”); section 15378 (“No Project”) and 15061(b)(3) (“No Significant Environmental Impact”), and Government Code section 65759(a) (“Actions necessary for compliance with court order regarding general plan conformity”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The statements set forth in the Recitals above are true and correct and incorporated by reference into this interim urgency ordinance as findings. In adopting this interim urgency ordinance, the City Council finds and determines that adoption of this interim urgency ordinance is necessary to protect the public safety, health, and welfare, as those terms are defined in Government Code section 65858(a).

Section 2. For a period of forty-five (45) days, commencing May 17, 2023, no eviction of any tenant within the City of South Pasadena for “no-fault just cause” as defined in South Pasadena Municipal Code section 17.106(b)(2) shall take place. Notwithstanding the foregoing, evictions may take place under South Pasadena Municipal Code section 17.106(b)(2)(C) to comply with an order issued by a government agency or court. This ordinance shall not be interpreted to in any way adversely affect and/or abrogate the rights of tenants under South Pasadena Municipal Code section 17.106. This ordinance shall not be interpreted to in any way adversely affect or prohibit any terminations of tenancy where South Pasadena Municipal Code section 17.106 does not apply. This ordinance shall not be interpreted to in any way address tenancies of those residential properties or residential circumstances identified in South Pasadena Municipal Code section 17.106(e).

Section 3. Nothing in this ordinance shall relieve a tenant of liability to pay rent.

Section 4. This ordinance may be asserted as an affirmative defense in an unlawful detainer action and applies to notices of termination of tenancy issue prior to the effective date of this ordinance. This ordinance shall apply to tenancies where, as of the effective date of this ordinance, said tenant remains in possession and/or any eviction lawsuit has not reached a final judgment or issuance of a final order, after all appeals have been exhausted.

Section 5. City staff shall promptly commence studies they may deem necessary and appropriate to make a recommendation to the City Council regarding an amendment to the City’s Municipal Code regarding additional tenant protections pertaining to just cause evictions. Pursuant to Government Code Section 65858(d), City staff shall prepare and submit for City Council adoption at least 10 days prior to the expiration of this interim ordinance or any extension hereof, a written report describing the measures taken to alleviate the conditions which lead to the adoption of this interim ordinance.

Section 6. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (“CEQA”), pursuant to Government Code section 65759(a) as being necessary for compliance with a court order regarding general plan conformity with state law; CEQA Guideline sections 15183 (“Action Consistent with General Plan and Zoning”), 15378 (“No Project”), and 15061(b)(3) (“No Significant Environmental Impact”).

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

Section 8. Immediate Effect. This ordinance is adopted by a 4/5 vote of the South Pasadena City Council, and shall take effect immediately upon its adoption as provided by Government Code Section 65858, and shall be of no further force at 11:59 p.m. on July 1, 2023 (45 days after adoption) unless extended or terminated by further action of the City Council.

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, and ADOPTED ON this 17th day of May, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk
(seal)

Andrew L. Jared, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a Regular Meeting held on the 17th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk

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City Council Agenda Report

ITEM NO. 20

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Luis Frausto, Management Services Director
Mark Perez, Deputy City Clerk

SUBJECT: **Approval of City Council Meeting Minutes for July 7, 2022, and August 10, 2022**

Recommendation

It is recommended that the City Council:

1. Approve the minutes for the July 7, 2022, Special City Council Meeting; and
2. Approve the minutes for the August 10, 2022, Special Joint City Council and Planning Commission Meeting.

Executive Summary

The City Clerk's Division is diligently working on backlogged City Council meeting minutes dating back to May 2022. Attached to this staff report are meeting minutes for July 7, 2022 and August 10, 2022. Staff is committed to submitting the most recent meeting minutes, as well as two prior meeting minutes, at each council meeting for approval moving forward until minutes are current. Staff will maintain timely minutes thereafter.

Background

The City Clerk's Division is responsible for producing meeting minutes for the City Council meetings. Meeting minutes are used as the official record of the actions taken by the City at the direction of the City Council. They are also used for confirmation of approval for purchases by the City, as approved by the City Council. Currently, the division is working towards the completion of the backlog of minutes.

Current staff has developed a high quality, accurate and timely minutes process, and are working diligently to address past minutes as well as maintain timely minutes moving forward.

Analysis

Attached for the City Council's consideration and approval are meeting minutes for various dates as listed on the agenda, and hereby included as attachments to this staff report.

Key Performance Indicators and Strategic Plan

This item is in line with the Management Services Department's Key Performance Indicator to provide quick access to information and accountability, ensuring public transparency.

Fiscal Impact

To date, the City has paid approximately \$19,575 to Marc A. Donohue for the production of City Council meeting minutes over the term of the contract. There is one additional consultant fee anticipated for past work completed that staff is currently reviewing prior to payment. Moving forward, existing City Clerk Division staff is facilitating the work related to this project, and therefore no future consultant fees are anticipated.

Attachments:

1. July 7, 2022 Special City Council Meeting Minutes
2. August 10, 2022 Special Joint City Council and Planning Commission Meeting Minutes

ATTACHMENT 1

July 7, 2022, Special Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL MEETING OF THE CITY
COUNCIL**

MINUTES
THURSDAY, JULY 7, 2022, AT 6:00 P.M.

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Cacciotti on Thursday, July 7, 2022, at 6:05 P.M. in the City Council Chambers, 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

| | |
|---------------|------------------------|
| Mayor | Michael A. Cacciotti |
| Mayor Pro Tem | Jon Primuth (via Zoom) |
| Councilmember | Evelyn G. Zneimer |
| Councilmember | Diana Mahmud |
| Councilmember | Jack Donovan |

ABSENT

None.

Christina Muñoz, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Tamara Binns, Assistant to the City Manager; Christina Muñoz, Deputy City Clerk were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

Mayor Pro Tem Primuth arrived at approximately 6:25 P.M.

ACTION / DISCUSSION

1. APPROVAL OF RATIFICATION OF 2022-23 PRISM OPTIONAL EXCESS LIABILITY PROGRAM

Recommendation

It is recommended that the City Council ratify the 2022-23 PRISM Optional Excess Liability Program.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 1, as presented. The motion carried 5-0, by the following vote:

- AYES:** Mahmud, Donovan, Primuth, Zneimer, Mayor Cacciotti
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

2. ADOPTION OF A RESOLUTION AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF SOUTH PASADENA FOR THE PERIOD OF JULY 16, 2022 THROUGH AUGUST 15, 2022, PURSUANT TO BROWN ACT PROVISIONS

Recommendation

It is recommended that the City Council approve the attached authorizing remote teleconference meetings of the legislative bodies of the City.

Zoom Comments:

John Cervantes spoke regarding his support of the approval of the resolution authorizing remote teleconference meetings of the legislative bodies of the City.

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COUNCIL ACTION AND MOTION

Councilmember Mahmud moved to waive staff presentation and with no objection, presentation was waived.

A motion was made by Councilmember Mahmud, seconded by Councilmember Zneimer and approved by roll call vote to approve Item No. 2, as presented by staff. The motion carried 5-0, by the following vote:

- AYES:** Mahmud, Donovan, Primuth, Zneimer, Mayor Cacciotti
- NOES:** None.
- ABSENT:** None.
- ABSTAINED:** None.

Resolution No. 7780 was adopted.

CLOSED SESSION AGENDA ITEMS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. Alison Smith v. City of South Pasadena (LASC Case No.19BBCV00118)
2. Fahren James and Victoria Patterson v. City of South Pasadena, et al. (CDCA, Case No. 2:21-cv-08256-DSF-KK)

B. PUBLIC EMPLOYMENT- PERFORMANCE EVALUATION

(Government Code Section 54957(b)(1))

Title: City Manager

The closed session public comment period was opened. There being no speakers, the closed session public comment period was closed. The City Council recessed to closed session after the meeting.

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ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the meeting of the City Council at 6:40 P.M. to the next Regular City Council meeting scheduled for July 20, 2022.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

ATTACHMENT 2

August 10, 2022, Special Joint City Council and Planning Commission
Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL JOINT MEETING OF THE CITY
COUNCIL AND PLANNING COMMISSION**

MINUTES

WEDNESDAY, AUGUST 10, 2022, AT 6:00 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Planning Commission was called to order by Mayor Cacciotti on Wednesday, August 10, 2022, at 6:05 P.M. in the City Council Chambers, 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT

| | |
|---------------|----------------------|
| Mayor | Michael A. Cacciotti |
| Mayor Pro Tem | Jon Primuth |
| Councilmember | Evelyn G. Zneimer |
| Councilmember | Jack Donovan |
| Chair | John Lesak |
| Vice Chair | Laura Dahl |
| Commissioner | Janet Braun |
| Commissioner | Lisa Padilla |

ABSENT

| | |
|---------------|-------------------|
| Councilmember | Diana Mahmud |
| Commissioner | Amitabh Barthakur |

Yolanda Chavez, City Clerk Records Specialist, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Yolanda Chavez, City Clerk Records Specialist were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

CLOSED SESSION ANNOUNCEMENTS

This item was added to the agenda at the direction of Mayor Cacciotti.

CLOSED SESSION ANNOUNCEMENTS

August 10, 2022 Closed Session Meeting:

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01388)
2. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01161)

The City Council convened into closed session at 5:07 P.M with Councilmember Mahmud absent. City Attorney Jared reported that no action was taken on the August 10, 2022 closed session. The City Council recessed at 6:02 P.M.

August 04, 2022 Closed Session Meeting:

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01388)
2. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01161)

City Attorney Jared reported that no action was taken on the August 04, 2022 closed session. All City Councilmembers were present.

August 01, 2022 Closed Session Meeting:

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

(Government Code Section 54956.9(d)(1))

1. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01388)
2. Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01161)

City Attorney Jared reported that no action was taken on the August 01, 2022 closed session. All City Councilmembers were present.

PUBLIC COMMENT

Zoom Comments:

Mark Gallatin spoke regarding the City Council's consideration of a measure authorizing the repeal of the 45 ft height limit on the November 2022 ballot.

Josh Albrektson spoke regarding the order in which public comment is heard on the agenda.

John spoke regarding the measure authorizing the repeal of the 45 ft height limit on the November 2022 ballot and the potential installation of a house.

Joanne Nuckols spoke regarding the measure authorizing the repeal of the 45 ft height limit on the November 2022 ballot.

ACTION/DISCUSSION

1. 3rd DRAFT HOUSING ELEMENT UPDATE AND SCHEDULE

Recommendation

It is recommended that the City Council receive a presentation on the 6th Cycle Housing Element 3rd draft schedule.

Hearing no opposition, the presentation was received and filed.

PUBLIC COMMENT - CONTINUED

2. PUBLIC COMMENT

In Person Comments

Alan Ehrlich spoke regarding the Housing Element and the upcoming design standard meeting.

Zoom Comments:

Josh Albrektson spoke regarding the Housing Element.

ADJOURNMENT

There being no further matters, Mayor Cacciotti adjourned the Special Joint Meeting of the City Council and Planning Commission at 10:43 P.M.

Respectfully submitted:

Mark Perez
Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:



City Council Agenda Report

ITEM NO. 21

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: John Downs, Interim Director of Finance
Hsiulee Tran, Deputy Director of Finance

SUBJECT: **Approval of Fiscal Year 2022-23 Budget Policy**

Recommendation

It is recommended that the City Council approve the City's Fiscal Year 2022-23 Budget Policy.

Executive Summary

On March 15, 2023, the City Council directed staff to make revisions to the City's Fiscal Year 2022-23 Budget Policies. The City Council requested that staff remove staff comments from the Budget Policies and resubmit the document to the Finance Commission for input and recommendation. Staff presented the revised Budget Policies to the Finance Commission on May 16, 2023 and is now requesting City Council approval.

Background

The Finance Commission is being asked to review the City's Budget Policy, which is usually integrated into the Adopted Budget but was erroneously missed for FY 22-23 Adopted Budget. Upon review of the Policy, it will be forwarded to the City Council for formal approval.

The City annually adopts fiscal policies to establish a framework to ensure a balance budget, maintain healthy reserves, appropriately fund the City's infrastructure needs, establish fees and charges, and ensure compliance with City Council directives. This policy is adopted annually as part of the Budget adoption process and may be revised by City Council action.

Discussion/Analysis

The Finance Commission is being requested to review the updated Budget Policy, before the Policy is forwarded to the City Council.

Fiscal Impact

The City's Budget Policy is used to enhance fiscal transparency and maintain and improve fiscal sustainability. No fiscal impact.

Attachments:

- 1) Updated Budget Policy
- 2) Budget Policy with tracked changes

ATTACHMENT 1

Updated Budget Policy

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FY 2022/2023 Budget Policies

PURPOSE STATEMENT

To enhance fiscal transparency and maintain and improve fiscal sustainability, the City of South Pasadena annually adopts fiscal policies to establish a framework to ensure a balance budget, maintain healthy reserves, appropriately fund the City's infrastructure needs, establish fees and charges, and ensure compliance with City Council directives. This policy is adopted annually as part of the Budget adoption process and may be revised by City Council action.

1. ANNUAL BUDGET

The City adopts an annual budget. The City's fiscal year starts on July 1st and concludes on June 30th. The annual budget for the new fiscal year, will be adopted before June 30th.

The following are key elements of the City's budget and budget process:

- Budgetary appropriations are made by the City Council, through formal budget adoption.
- The City Manager submits the Proposed Budget to the City Council no later than the final City Council meeting in May.
- The budget is adopted by the City Council before June 30th, following a public meeting where constituents are given an opportunity to comment on the Proposed Budget.
- Prior to consideration by the City Council, the Proposed Budget will be reviewed by the Finance Commission.

2. BALANCED BUDGET

The City strives to maintain a balanced operating budget for all governmental funds (all funds except the enterprise funds), with total on-going revenues equal to or greater than total on-going expenditure, so that at year end all these funds have a positive fund balance and the General Fund balance is maintained.

- The budget is balanced at the individual fund level. The estimated revenue sources must be sufficient to cover proposed uses.
- Ongoing operations are funded by recurring revenues.
- City policies on reserve requirements for specific funds are adhered to in the budget.
- If shortfalls are projected after the budget adoption, during quarterly financial reviews, the City Manager will present a plan to address such shortfalls with sustainable measures in order to achieve a balanced budget by fiscal year-end.
- Non-recurring revenues or one-time funding may be used to balance the budget during economic downturns, or as a result of unforeseen events.

3. APPROPRIATIONS AND BUDGETARY CONTROL

The City Council holds public hearings and adopts the City's annual budget and may modify appropriations with majority approval. During the fiscal year, any budget adjustments (increases in appropriations at the fund level) that cannot wait for the Mid-Year review or that exceed the City Manager's budget authority described below, must be submitted by the City's departments for City Council review and approval. The review and approval may

occur at any City Council meeting, at the request of staff or the City Council. The City Council approves any revisions that increase the total budgeted expenditures or revenues at the fund level, and any changes to permanent and full-time positions.

The legal level of expenditures is controlled at the fund level, and appropriations lapse at the end of each fiscal year. Re- re-appropriation by the City Council only occurs for multi-year infrastructure capital projects and capital outlays.

Department Heads may, without Council approval, amend individual line items within any fund in the maintenance and operations portions of the budget without increasing total appropriations for that division. The City Manager may, without Council approval, amend individual line items within any fund, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for that fund.

4. GENERAL FUND RESERVES

General Fund Reserves are described as:

- Unassigned Fund Balance - These reserves are in spendable form and are either restricted, committed, or assigned. The City strives to attain a General Fund undesignated fund balance equal to a minimum 30% of General Fund revenues at year end.
- Assigned Fund Balance – These reserves are set aside or earmarked for particular purposes, and the authority to designate these reserves can be delegated, and may take less formal action to limit how the reserves are used.
- Restricted Fund Balance – These reserves are subject to restrictions that are legally enforceable by outside parties, such as bondholders.
- Committed Fund Balance – These reserves are designated by the City Council, and are designated for specific purposes, through formal action. Committed balances can be modified by the City Council taking formal action.

Committed (Designated) Reserves shall be reviewed and designated annually by the City Council prior to Budget adoption. Upon designation of a reserve for a specific purpose, the Council will ensure the following:

- The purpose of the reserve will be specified at the time of designation.
- The City Council will also identify whether the designation is a one-time designation or whether an amount specified by the City Council will be added to the designated reserve on an annual basis.
- Nothing limits the City Council’s authority to un-designate, or re-designate any General Fund Designated Reserve for another governmental purpose, pursuant to formal City Council action.

5. ENTERPRISE FUND

The City requires the water, sewer, and golf course enterprise funds be self-supporting. The City recognizes that enterprise funds function with accounting practices that are different from those used by governmental funds. Therefore, for enterprise funds, the City will strive

to maintain operating budgets that produce annual net revenues that meet or exceed the compliance requirements of debt coverage ratios generally.

The sewer fund was recognized as an enterprise fund starting in FY 2009/10, with the requirement of self-supporting funding. Water and sewer rate increases will assure that revenues exceed operating expenditures, including debt service. Budgeted water capital projects will be paid from a \$37.8 million 2016 Water Bond issuance. Bond debt service will be paid out of water revenues. Sewer revenues along with a revolving loan from the State will pay for sewer capital improvements.

The Water Fund will maintain a reserve equal to 30% of revenues. The Sewer fund will maintain a reserve equal to 30% of revenues.

6. INFRASTRUCTURE

The City maintains a long-range fiscal perspective through the use of a Capital Improvement Program to maintain the quality of City infrastructure, including streets, sidewalks, sewers, drains, lighting, buildings, parks, and trees. The City Council adopts capital projects budgets and may modify appropriations with majority approval. All changes in appropriations at the fund level during the year must be submitted to the City Council for approval.

Beginning in FY 2013/14, the City's goal has been to commit a minimum of \$2,000,000 per year towards street improvements. This amount has fluctuated based upon available resources

7. ACCOUNTING AND REPORTING STANDARDS

The City will comply with all requirements of generally accepted accounting principles, and will publish an Annual Comprehensive Financial Report (ACFR) in compliance with generally accepted accounting principles, prepared in coordination with our independent auditors, no later than the first quarter of each calendar year. The ACFR, along with the Auditor's report on internal controls and compliance, will be presented to the City Council at a public meeting, after first being presented to the Finance Commission. The City shall endeavor to achieve audits with minimal auditor findings in the form of significant deficiencies. The City shall swiftly and thoroughly respond, to auditor findings of material weakness.

8. MIDYEAR AND INTERIM FINANCIAL REPORTING

The City will publish a midyear budget update in March of each year. The midyear budget update shall present estimated outcomes and the implications for the budget year. The report shall give attention to the financial issues and policy matters anticipated to have the most significant short and long-term financial planning importance to the City Council. Pursuant to the content of the midyear report, the City Council shall provide specific and general direction to staff for short- and long-term budgetary planning.

To comply with the policy, the City Manager will ensure the following:

- The midyear budget update will be presented to the City Council in February or March of each year.

- At the midyear budget update, staff will present to the City Council any necessary adjustments to the budget. The adjustments are based on additional funding, or major changes in revenues or expenditures, or previously approved budget adjustments.
- Monthly budget updates will be provided to the City Council starting in the Spring of 2023.

9. RISK MANAGEMENT

The City will identify and quantify all areas of financial and operating risk, and prepare contingencies for those risks, including legal liabilities, infrastructure maintenance, emergency response, and contract and employee obligations. The City will work with the City's insurance providers to seek full coverage of actuarially projected needs.

Liability and Workers Compensation liability is reported in accordance with GASB 10, and further explained below.

- The City manages risk through a combination of purchased insurance and self-insurance.
- The City self-insures workers' compensation claims with a self-insured retention of \$125,000 and general/auto liability claims, with a self-insured retention of \$100,000 per covered claim. Excess workers' compensation and general/auto liability insurance coverage shall be purchased.
- An annual actuarial study shall be conducted to provide an estimate of the self-insured liability to be recorded by the City in accordance with Governmental Accounting Standards Board Statement No. 10. This statement requires the City to accrue a liability on its financial statements for a reasonable estimate of the cost of claims and expenses associated with all reported and unreported claims.
- The City's goal is to maintain reserves to fund its outstanding self-insured liabilities at the minimum level of 70 percent.
- The City shall maintain a Self-Insurance Fund to both fund the liability reserve and workers compensation, and recover all associated risk management costs, including claim payments, insurance premiums and any deductibles, and claim administration (internal and external). The fund's revenues shall be generated through assessments to City funds based on their claim experience and outstanding liabilities. These departmental assessments shall be evaluated annually and adjusted as needed.
- Staff shall report to the Finance Commission and City Council at least annually on the claims processed, amounts paid, and steps taken to manage and reduce the City's risk and liability.

10. DEBT AND INVESTMENTS

The City will consider the use of debt for long-term capital assets when the cost of debt is lower than the City's investment return, and when operating revenues are available to pay the debt. We will maximize the investment return on City Cash balances within the higher concerns of safety and liquidity. An investment policy will be submitted annually to the City Council for review and adoption in September or October of each year. The City shall at all times maintain compliance with the California Government Code with respect to the content and function of its Investment Policy.

Annually, the Investment Policy is reviewed by the City's Finance Commission, prior to being approved by the City Council. Additionally, the City Treasurer shall provide monthly reports to the City Council which shall include all reportable elements specified in the City's Investment Policy.

11. CONTROL OF FINANCIAL ASSETS

All financial assets will be under the direct authority of the City Treasurer and Finance Director. Regarding Capital Assets, the City will capitalize assets and equipment with individual minimum value of \$5,000 for non-infrastructure assets, and \$25,000 for infrastructure assets.

12. SCHEDULE OF FEES FOR SERVICES

The City will publish, and the Finance Department will update, the schedule of fees for services as a component of the annual budget. The Fee Schedule will be reviewed by the Finance Commission prior to implementation each July 1st.

13. LONG-TERM LIABILITIES

The City shall evaluate long-term liabilities (debt borrowing, compensated absences, claims and judgements, pensions, post-employment benefits (OPEB), on a case by case basis. The City will work with the California Public Employee Retirement System and the City's insurance providers to seek full coverage of actuarially projected needs.

Funding is budgeted on a pay-as-you-go basis for leave liabilities, and retiree health insurance costs. In accordance with GASB 45, a third-party actuarial valuation of the City's liability for annual retiree medical costs has been completed every two years since FY 2008/09.

14. GANN APPROPRIATIONS LIMIT

The City will annually adopt a Resolution establishing the City's appropriation limit (the Gann Limit) calculated in accordance with Article x111-B of the constitution of the State of California Government code and any other voter approved amendments or state legislation that affects the City's appropriations limit. The Gann Limit will be adopted by Resolution.

The City is restricted to an amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules. Alternatively, an excess of one year, may be offset against a deficit in the following year.

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ATTACHMENT 2

Budget Policy with Tracked Changes

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FY 2022/2023 Budget Policies

PURPOSE STATEMENT

To enhance fiscal transparency and maintain and improve fiscal sustainability, the City of South Pasadena annually adopts fiscal policies to establish a framework to ensure a balance budget, maintain healthy reserves, appropriately fund the City's infrastructure needs, establish fees and charges, and ensure compliance with City Council directives. This policy is adopted annually as part of the Budget adoption process and may be revised by City Council action.

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The following are key elements of the City's budget and budget process:

- Budgetary appropriations are made by the City Council, through formal budget adoption.
- The City Manager submits the Proposed Budget to the City Council no later than the final City Council meeting in May.
- The budget is adopted by the City Council before June 30th, following a public meeting where constituents are given an opportunity to comment on the Proposed Budget.
- Prior to consideration by the City Council, the Proposed Budget will be reviewed by the Finance Commission.

~~The policy was achieved for Fiscal Year 2022/2023, and the Proposed Budget was presented and discussed with City Council at the May 25, 2022, June 1, 2022 and June 15, 2022 City Council Meetings. The budget was formally approved and adopted on June 15, 2022.~~

2. BALANCED BUDGET

The City strives to maintain a balanced operating budget for all governmental funds (all funds except the enterprise funds), with total on-going revenues equal to or greater than total on-going expenditure, so that at year end all these funds have a positive fund balance and the General Fund balance is maintained.

- The budget is balanced at the individual fund level. The estimated revenue sources must be sufficient to cover proposed uses.
- Ongoing operations are funded by recurring revenues.
- City policies on reserve requirements for specific funds are adhered to in the budget.
- If shortfalls are projected after the budget adoption, during quarterly financial reviews, the City Manager will present a plan to address such shortfalls with sustainable measures in order to achieve a balanced budget by fiscal year-end.
- Non-recurring revenues or one-time funding may be used to balance the budget during economic downturns, or as a result of unforeseen events.

~~The Adopted FY 2022/2023 Budget includes a balanced operating budget for the following funds:~~

Attachment 2C

- ~~The City's General Fund is balanced.~~

Exceptions to this policy include:

- ~~Fund 103 Insurance Fund~~
- ~~Fund 201 Metropolitan Transportation Authority (MTA) Pedestrian Improvement Fund~~
- ~~Fund 207 Successor Agency to California Redevelopment Agency (CRA)~~
- ~~Fund 215 Street Light & Landscape Fund~~
- ~~Fund 220 Business Improvement Fund~~
- ~~Fund 226 Mission Meridian Public Garage Fund~~
- ~~Fund 238 Mobile Source Air Pollution Reduction Review Committee (MSRC) Grant~~
- ~~Fund 239 Measure W~~
- ~~Fund 241 Measure H~~
- ~~Fund 242 Prop C Exchange~~
- ~~Fund 245 Bike & Pedestrian Paths~~
- ~~Fund 248 Bicycle Transportation Account (BTA) Grant~~
- ~~Fund 249 Open Streets Grant~~
- ~~Fund 274 Homeland Security Grant~~
- ~~Fund 277 Highway Safety Improvement Program (HSIP) Grant~~
- ~~Fund 278 Housing Element Grant~~
- ~~Fund 310 Sewer Capital Projects~~
- ~~Fund 505 2016 Water Revenue Bonds~~
- ~~Fund 550 Public Finance Authority~~

3. APPROPRIATIONS AND BUDGETARY CONTROL

The City Council holds public hearings and adopts the City's annual budget and may modify appropriations with majority approval. During the fiscal year, any budget adjustments (increases in appropriations at the fund level) that cannot wait for the Mid-Year review or that exceed the City Manager's budget authority described below, must be submitted by the City's departments for City Council review and approval. The review and approval may occur at any City Council meeting, at the request of staff or the City Council. The City Council approves any revisions that increase the total budgeted expenditures or revenues at the fund level, and any changes to permanent and full-time positions.

The legal level of expenditures is controlled at the fund level, and appropriations lapse at the end of each fiscal year. ~~Re-unless encumbered for~~ re-appropriation by the City Council only occurs for multi-year infrastructure and capital projects and capital outlays.

~~in the following fiscal year.~~ Department Heads may, without Council approval, amend individual line items within any fund in the maintenance and operations portions of the budget without increasing total appropriations for that division. The City Manager may, without Council approval, amend individual line items within any fund, and between divisions and programs, in the personnel costs, maintenance and operations, capital outlay and capital projects portions of the budget without increasing total appropriations for that fund.

~~4. ENTERPRISE FUND~~

~~The City requires the water, sewer, and golf course enterprise funds be self-supporting. The City recognizes that enterprise funds function with accounting practices that are different from those used by governmental funds. Therefore, for enterprise funds, the City will strive to maintain operating budgets that produce annual net revenues that meet or exceed the compliance requirements of debt coverage ratios generally.~~

~~The sewer fund was recognized as an enterprise fund starting in FY 2009/10, with the requirement of self-supporting funding. Water and sewer rate increases will assure that revenues exceed operating expenditures, including debt service. Budgeted water capital projects will be paid from a \$37.8 million 2016 Water Bond issuance. Bond debt service will be paid out of water revenues. Sewer revenues along with a revolving loan from the State will pay for sewer capital improvements.~~

~~The Water Fund will maintain a reserve equal to 30% of revenues. This policy has been met or exceeded. The Sewer fund will maintain a reserve equal to 30% of revenues. This policy has been met or exceeded.~~

~~5.4. GENERAL FUND RESERVES~~

General Fund Reserves are described as:

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- Restricted Fund Balance – These reserves are subject to restrictions that are legally enforceable by outside parties, such as bondholders.
- Committed Fund Balance – These reserves are designated by the City Council, and are designated for specific purposes, through formal action. Committed balances can be modified by the City Council taking formal action.

~~The current Committed (Designated) Fund Balances, or designated reserves have been established for FY 2022/2023 is as follows:~~

- ~~• Arroyo Golf Course; \$600,000~~
- ~~• CalTrans Vacant Lot Purchases; \$392,000~~
- ~~• Library Expansion; \$200,000~~
- ~~• Renewable Energy Source Reserve; \$700,000~~
- ~~• Stormwater; \$600,000~~
- ~~• CalTrans Housing/626 Prospect Ave Litig. Reserve; \$345,876~~
- ~~• Transportation Projects – Rogan Fund Match; \$1,071,517~~

Committed (Designated) Reserves shall be reviewed and designated annually by the City Council prior to Budget adoption. Upon designation of a reserve for a specific purpose, the Council will ensure the following:

- The purpose of the reserve will be specified at the time of designation.
- The City Council will also identify whether the designation is a one-time designation or whether an amount specified by the City Council will be added to the designated reserve on an annual basis.
- Nothing limits the City Council's authority to un-designate, or re-designate any General Fund Designated Reserve for another governmental purpose, pursuant to formal City Council action.

5. ENTERPRISE FUND

The City requires the water, sewer, and golf course enterprise funds be self-supporting. The City recognizes that enterprise funds function with accounting practices that are different from those used by governmental funds. Therefore, for enterprise funds, the City will strive to maintain operating budgets that produce annual net revenues that meet or exceed the compliance requirements of debt coverage ratios generally.

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The Water Fund will maintain a reserve equal to 30% of revenues. The Sewer fund will maintain a reserve equal to 30% of revenues.

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The City maintains a long-range fiscal perspective through the use of a Capital Improvement Program to maintain the quality of City infrastructure, including streets, sidewalks, sewers, drains, lighting, buildings, parks, and trees. The City Council adopts capital projects budgets and may modify appropriations with majority approval. All changes in appropriations at the fund level during the year must be submitted to the City Council for approval.

Beginning in FY 2013/14, the City's goal has been to commit a minimum of \$2,000,000 per year towards street improvements. This amount has fluctuated based upon available resources. ~~In Fiscal Year 2023, a total of \$2,504,708 has been budgeted from Fund 104, Street Improvement reserves, and additional funding for street improvements have been budgeted using Prop C funds.~~

7. ACCOUNTING AND REPORTING STANDARDS

The City will comply with all requirements of generally accepted accounting principles, and will publish an Annual Comprehensive Financial Report (ACFR) in compliance with generally accepted accounting principles, prepared in coordination with our independent

auditors, no later than the first quarter of each calendar year. The ACFR, along with the Auditor's report on internal controls and compliance, will be presented to the City Council at a public meeting, after first being presented to the Finance Commission. The City shall endeavor to achieve audits with minimal auditor findings in the form of significant deficiencies. The City shall swiftly and thoroughly respond, to auditor findings of material weakness.

~~The City currently in compliance with this policy. The City completed the FY 2021/2022 ACFR on February 15, 2023.~~

8. MIDYEAR AND INTERIM FINANCIAL REPORTING

The City will publish a midyear budget update in March of each year. The midyear budget update shall present estimated outcomes and the implications for the budget year. The report shall give attention to the financial issues and policy matters anticipated to have the most significant short and long-term financial planning importance to the City Council. Pursuant to the content of the midyear report, the City Council shall provide specific and general direction to staff for short- and long-term budgetary planning.

To comply with the policy, the City Manager will ensure the following:

- The midyear budget update will be presented to the City Council in February or March of each year.
- At the midyear budget update, staff will present to the City Council any necessary adjustments to the budget. The adjustments are based on additional funding, or major changes in revenues or expenditures, or previously approved budget adjustments.
- ~~Quarterly~~ Monthly budget updates will be provided to the City Council starting in the Spring of 2023.

9. RISK MANAGEMENT

The City will identify and quantify all areas of financial and operating risk, and prepare contingencies for those risks, including legal liabilities, infrastructure maintenance, emergency response, and contract and employee obligations. The City will work with the City's insurance providers to seek full coverage of actuarially projected needs.

Liability and Workers Compensation liability is reported in accordance with GASB 10, and further explained below.

- The City manages risk through a combination of purchased insurance and self-insurance.
- The City self-insures workers' compensation claims with a self-insured retention of \$125,000 and general/auto liability claims, with a self-insured retention of \$100,000 per covered claim. Excess workers' compensation and general/auto liability insurance coverage shall be purchased.
- An annual actuarial study shall be conducted to provide an estimate of the self-insured liability to be recorded by the City in accordance with Governmental Accounting Standards Board Statement No. 10. This statement requires the City to accrue a liability on its financial statements for a reasonable estimate of the cost of claims and expenses associated with all reported and unreported claims.

Attachment 2C

- The City's goal is to maintain reserves to fund its outstanding self-insured liabilities at the minimum level of 70 percent. ~~It is anticipated that this goal will be achieved incrementally, and fully achieved by Fiscal Year 2023-2024.~~
- The City shall maintain a Self-Insurance Fund to both fund the liability reserve and workers compensation, and recover all associated risk management costs, including claim payments, insurance premiums and any deductibles, and claim administration (internal and external). The fund's revenues shall be generated through assessments to City funds based on their claim experience and outstanding liabilities. These departmental assessments shall be evaluated annually and adjusted as needed.
- Staff shall report to the Finance Commission and City Council at least annually on the claims processed, amounts paid, and steps taken to manage and reduce the City's risk and liability.

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10. DEBT AND INVESTMENTS

The City will consider the use of debt for long-term capital assets when the cost of debt is lower than the City's investment return, and when operating revenues are available to pay the debt. We will maximize the investment return on City Cash balances within the higher concerns of safety and liquidity. An investment policy will be submitted annually to the City Council for review and adoption in September or October of each year. The City shall at all times maintain compliance with the California Government Code with respect to the content and function of its Investment Policy.

Annually, the Investment Policy is reviewed by the City's Finance Commission, prior to being approved by the City Council. Additionally, the City Treasurer shall provide monthly reports to the City Council which shall include all reportable elements specified in the City's Investment Policy.

~~Staff will continue to contract with financial advisory services to evaluate various options to leverage existing revenue streams.~~

11. CONTROL OF FINANCIAL ASSETS

All financial assets will be under the direct authority of the City Treasurer and Finance Director. Regarding Capital Assets, the City will capitalize assets and equipment with individual minimum value of \$5,000 for non-infrastructure assets, and \$25,000 for infrastructure assets.

12. SCHEDULE OF FEES FOR SERVICES

The City will publish, and the Finance Department will update, the schedule of fees for services as a component of the annual budget. The Fee Schedule will be reviewed by the Finance Commission prior to implementation each July 1st.

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The City shall evaluate long-term liabilities (debt borrowing, compensated absences, claims and judgements, pensions, post-employment benefits (OPEB), on a case by case basis. The City will work with the California Public Employee Retirement System and the City's insurance providers to seek full coverage of actuarially projected needs.

Funding is budgeted on a pay-as-you-go basis for leave liabilities, and retiree health insurance costs. In accordance with GASB 45, a third-party actuarial valuation of the City's liability for annual retiree medical costs has been completed every two years since FY 2008/09.

14. GANN APPROPRIATIONS LIMIT

The City will annually adopt a Resolution establishing the City's appropriation limit (the Gann Limit) calculated in accordance with Article x111-B of the constitution of the State of California Government code and any other voter approved amendments or state legislation that affects the City's appropriations limit. The Gann Limit will be adopted by Resolution.

The City is restricted to an amount of annual appropriations from proceeds of taxes, and if proceeds of taxes exceed allowed appropriations, the excess must either be refunded to the State Controller or returned to the taxpayers through revised tax rates or revised fee schedules. Alternatively, an excess of one year, may be offset against a deficit in the following year.

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City Council Agenda Report

ITEM NO. 22

DATE: May 17, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Luis Frausto, Management Services Director
Rayna Ospina, Interim Human Resources & Risk Manager
SUBJECT: **Salary Adjustments for FY 2023**

Recommendation

It is recommended that the City Council:

1. Adopt a resolution adopting salary schedule changes for twelve classifications;
2. Approve usage of State and Local Fiscal Recovery Funds from account 206-3010-3041-8020-000 in the amount of \$13,403 to transfer to the General Fund to cover the salary adjustments; and
3. Appropriate \$4,005 to account 101-8030-8031-7000-000 for Community Services Department Salaries, \$28 to account 101-4010-4011-7000-000 for Police Department Salaries, \$605 to account 101-6010-6011-7000-000 for Public Works Department Salaries, \$1,781 to account 101-3010-3011-7000-000 for Finance Department Salaries, \$5,508 to account 101-8010-8011-7000-000 for Library Department Salaries, \$1,010 to Management Services Department Salaries, and \$466 to account 500-6010-6710-7000-000 Water Department Salaries.

Executive Summary

The Human Resources (HR) Division (Division) has worked closely with the respective departments and City Manager to analyze and define personnel needs through a Compensation Study and internal analysis. The results of the study demonstrated that several positions are well below the average market rate. As part of the last round of labor negotiations, the City made a commitment to bring positions within ten percent of the market average. As part of the internal analysis, staff considered salary compaction as a factor in the recommendation to modify the salary ranges for some classifications. These requests for personnel changes are part of a concerted effort to engage and retain city staff, given the recent turnover the city has experienced.

Background and Analysis

The proposed adjustments to the City's classifications are recommended to meet the needs of the labor market better and continue the City's efforts to rebrand the organization as an employer of choice.

Salary Adjustments for FY 2023

May 17, 2023

Page 2 of 3

Salary Adjustments

In November 2021, the City entered into an agreement with the consultant firm HR Dynamics to conduct a compensations study aimed at providing a better understanding of the City's position in the labor market. The City received the completed Compensation and Benefits Survey Results report in January 2022. After a survey of ten comparison cities, there are six job classifications within the City's current employee groups that are ten percent or more below the average market rate. These classifications are Deputy Director of Public Works, Finance Manager, Library Public Services Manager, Library Support Services Manager, Senior Water Utility Worker, Water Utility Worker II, Library Clerk I, and Police Clerk I.

As a result of internal analysis, it is recommended that salary adjustments be made for the following classifications: Deputy Police Chief, Community Services Director, Library Director, and Management Services Director. The salary adjustments would bring the positions closer to the market average and address the pay gap among the directors. The City will be engaging a vendor this fiscal year to build on the initial compensation study, provide further analysis and do a deeper dive into the City's classification and compensation program overall.

Of these twelve classifications, nine are currently active and filled, and three are not filled (Deputy Police Chief, Library Clerk I, and Police Clerk I). The inactive job classifications will not have a fiscal impact until they are budgeted and/or filled.

Fiscal Impact

If approved, the FY 2023 impact of the proposed salary adjustments is \$13,403. During the FY 2023 budget development process, the City Council approved the compensation increases for staff for FY 2023 to be funded through the State and Local Fiscal Recovery Funds (SLFRF). To fund these adjustments, \$13,403 in SLFRF funds would be transferred to the respective Department's full-time salaries accounts. This will be budgeted as part of personnel costs for future years.

| Classification <i>(sorted alphabetically)</i> | Proposed Monthly Salary Range | Increase to Fully Burdened Rate for FY 2023 |
|---|--------------------------------------|--|
| Community Services Director | \$10,810 – \$14,486 | \$4,005 |
| Deputy Police Chief* | \$11,857 – \$15,890 | No Impact* |
| Deputy Public Works Director | \$9,065 – \$12,148 | \$605 |
| Finance Manager | \$8,012 – \$10,737 | \$1,781 |
| Library Clerk I | \$3,435 – \$4,176 | No Impact* |
| Library Director | \$10,311 – \$13,818 | \$2,914 |
| Library Public Services Manager | \$7,497 – \$9,112 | \$1,297 |
| Library Support Services Manager | \$7,497 – \$9,112 | \$1,297 |
| Management Services Director | \$11,086 – \$14,857 | \$1,010 |
| Police Clerk I | \$3,294 – \$4,004 | No Impact* |
| Senior Water Utility Worker | \$5,055 – \$6,145 | \$239 |
| Water Utility Worker II | \$4,488 – \$5,456 | \$227 |

*Position is not filled/active.

Alternatives

The alternative to the proposed changes is to leave the classifications as they are now, however, this would result in 12 positions remaining below market, significantly impacting the City's ability to recruit.

Key Performance Indicators and Strategic Plan

These items are in line with the Management Services Department's Key Performance Indicators and the City's Strategic Plan, which is committed to both intentional and strategic restructuring of the City's human capital function. The market rate adjustments are also in line with the City Manager's commitment to bring compensation for staff within the market rate during FY 2023.

Attachments:

1. Resolution Adopting Salary Schedule Changes

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ATTACHMENT 1

Resolution Adopting Salary Schedule Changes

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RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ADOPTING NEW JOB DESCRIPTIONS AND SALARY RANGES FOR HR ANALYST AND SENIOR HR ANALYST, RECLASSIFICATION OF THE SENIOR MANAGEMENT ANALYST AS PART OF UNREPRESENTED MANAGEMENT AND ADJUSTING FOUR CLASSIFICATIONS SALARY RANGES

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

WHEREAS, the City wishes to adjust the salary range of the following classifications commensurate with market value:

Community Services Director
Deputy Police Chief
Deputy Public Works Director
Finance Manager
Library Clerk I
Library Director
Library Public Services Manager
Library Support Services Manager
Management Services Director
Police Clerk I
Senior Water Utility Worker
Water Utility Worker II

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

SECTION 1. The base salary schedule for the positions as set forth in Exhibit A, are hereby adjusted.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 17th day of May 2023.

Mayor Jon Primuth _____

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk
(seal)

Andrew Jared, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of May 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED: None

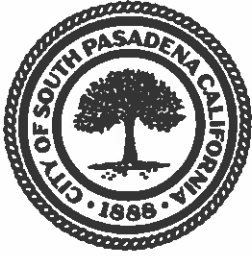
Mark Perez, Deputy City Clerk
(seal)

EXHIBIT A

CITY OF SOUTH PASADENA SALARY SCHEDULE - FY 23

| POSITION TITLE | BARGAINING UNIT | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | |
|----------------------------------|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|------------|
| COMMUNITY SERVICES DIRECTOR | UNREPRESENTED | \$10,810 | \$11,351 | \$11,918 | \$12,514 | \$13,140 | \$13,797 | \$14,486 | Monthly |
| | | \$5,405 | \$5,675 | \$5,959 | \$6,257 | \$6,570 | \$6,898 | \$7,243 | Bi-Monthly |
| | | \$62.365 | \$65.484 | \$68.758 | \$72.196 | \$75.806 | \$79.596 | \$83.576 | Hourly |
| DEPUTY POLICE CHIEF | UNREPRESENTED | \$11,857 | \$12,450 | \$13,072 | \$13,726 | \$14,412 | \$15,133 | \$15,890 | Monthly |
| | | \$5,472 | \$5,746 | \$6,033 | \$6,335 | \$6,652 | \$6,984 | \$7,334 | Bi-Monthly |
| | | \$68.406 | \$71.826 | \$75.417 | \$79.188 | \$83.148 | \$87.305 | \$91.670 | Hourly |
| DEPUTY PUBLIC WORKS DIRECTOR | UNREPRESENTED | \$9,065 | \$9,518 | \$9,994 | \$10,493 | \$11,018 | \$11,569 | \$12,148 | Monthly |
| | | \$4,532 | \$4,759 | \$4,997 | \$5,247 | \$5,509 | \$5,785 | \$6,074 | Bi-Monthly |
| | | \$52.296 | \$54.911 | \$57.657 | \$60.539 | \$63.566 | \$66.745 | \$70.082 | Hourly |
| FINANCE MANAGER | UNREPRESENTED | \$8,012 | \$8,413 | \$8,834 | \$9,275 | \$9,739 | \$10,226 | \$10,737 | Monthly |
| | | \$4,006 | \$4,207 | \$4,417 | \$4,638 | \$4,870 | \$5,113 | \$5,369 | Bi-Monthly |
| | | \$46.226 | \$48.537 | \$50.964 | \$53.512 | \$56.188 | \$58.997 | \$61.947 | Hourly |
| LIBRARY CLERK I | PSEA | \$3,435 | \$3,607 | \$3,787 | \$3,976 | \$4,176 | | | Monthly |
| | | \$1,718 | \$1,803 | \$1,894 | \$1,988 | \$2,088 | | | Bi-Monthly |
| | | \$19.817 | \$20.808 | \$21.849 | \$22.941 | \$24.092 | | | Hourly |
| LIBRARY DIRECTOR | UNREPRESENTED | \$10,311 | \$10,827 | \$11,368 | \$11,936 | \$12,533 | \$13,160 | \$13,818 | Monthly |
| | | \$5,156 | \$5,413 | \$5,684 | \$5,968 | \$6,267 | \$6,580 | \$6,909 | Bi-Monthly |
| | | \$59.487 | \$62.461 | \$65.584 | \$68.863 | \$72.306 | \$75.922 | \$79.718 | Hourly |
| LIBRARY PUBLIC SERVICES MANAGER | PSEA | \$7,497 | \$7,871 | \$8,265 | \$8,678 | \$9,112 | | | Monthly |
| | | \$3,748 | \$3,936 | \$4,132 | \$4,339 | \$4,556 | | | Bi-Monthly |
| | | \$43.249 | \$45.411 | \$47.682 | \$50.066 | \$52.569 | | | Hourly |
| LIBRARY SUPPORT SERVICES MANAGER | PSEA | \$7,497 | \$7,871 | \$8,265 | \$8,678 | \$9,112 | | | Monthly |
| | | \$3,748 | \$3,936 | \$4,132 | \$4,339 | \$4,556 | | | Bi-Monthly |
| | | \$43.249 | \$45.411 | \$47.682 | \$50.066 | \$52.569 | | | Hourly |
| MANAGEMENT SERVICES DIRECTOR | UNREPRESENTED | \$11,086 | \$11,641 | \$12,223 | \$12,834 | \$13,476 | \$14,150 | \$14,857 | Monthly |
| | | \$5,543 | \$5,821 | \$6,112 | \$6,417 | \$6,738 | \$7,075 | \$7,429 | Bi-Monthly |
| | | \$63.958 | \$67.160 | \$70.518 | \$74.043 | \$77.746 | \$81.633 | \$85.715 | Hourly |
| POLICE CLERK I | POA | \$3,294 | \$3,459 | \$3,632 | \$3,813 | \$4,004 | | | Monthly |
| | | \$1,647 | \$1,729 | \$1,816 | \$1,907 | \$2,002 | | | Bi-Monthly |
| | | \$19.004 | \$19.954 | \$20.952 | \$21.999 | \$23.099 | | | Hourly |
| SENIOR WATER UTILITY WORKER | PSEA | \$5,055 | \$5,308 | \$5,574 | \$5,852 | \$6,145 | | | Monthly |
| | | \$2,528 | \$2,654 | \$2,787 | \$2,926 | \$3,072 | | | Bi-Monthly |
| | | \$29.166 | \$30.624 | \$32.155 | \$33.763 | \$35.451 | | | Hourly |
| WATER UTILITY WORKER II | PSEA | \$4,488 | \$4,713 | \$4,949 | \$5,196 | \$5,456 | | | Monthly |
| | | \$2,244 | \$2,356 | \$2,474 | \$2,598 | \$2,728 | | | Bi-Monthly |
| | | \$25.895 | \$27.190 | \$28.549 | \$29.977 | \$31.476 | | | Hourly |

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City Council Agenda Report

ITEM NO. 23

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: Receive Update and Provide Direction on Next Steps for the Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements

Recommendation

It is recommended that the City Council receive a staff presentation and provide direction on next steps for the update of the City's Exclusive Refuse Service Agreement related to the implementation of SB 1383 requirements.

Executive Summary

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services, establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, monitor compliance, and conduct enforcement.

City staff have been working with the City's franchise waste hauler, Athens Services, to update the current exclusive refuse service agreement (Agreement) to include the added services required by the law. The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keep the current Backyard Service (BYS) model, and one option for a hybrid BYS and Curbside Service model. South Pasadena's current BYS model includes individual Athens pickup trucks visiting customers and manually collecting trash barrels from the driveway or backyard with a pickup truck.

The proposed Curbside Service model would generally consist of customers bringing barrels to the street curb for pickup by a larger truck. An analysis of all options is included in the report. Staff recommends City Council review the analysis provided and provide staff direction on next steps.

Background

Senate Bill 1383

In 2016, Senate Bill 1383 (Short-Lived Climate Pollutants) was signed into law in a statewide effort to reduce short-lived climate pollutants, namely methane emissions created by organic waste. The bill established targets to achieve a 75% reduction in disposal of organic waste by 2025. In addition, the bill aims to rescue at least 20% of currently disposed edible food for the millions of Californians experiencing food insecurity. Pursuant to SB 1383, jurisdictions are mandated to provide organics collection services and require all residents and businesses to divert organic waste (yard waste, food scraps, food-soiled paper, etc.) from landfills to recycling facilities starting January 1, 2022, as regulated by the California Department of Resources Recycling and Recovery (CalRecycle). In addition, SB 1383 requires jurisdictions to establish an edible food recovery program, conduct education and outreach to the community, procure recyclable and recovered organic waste products for use within the City, secure access to recycling and edible food recovery capacity, and monitor compliance and conduct enforcement. Many jurisdictions delegate these tasks to their waste haulers.

City Ordinance and Implementation

The City of South Pasadena has taken several steps to meet the requirements of SB 1383. In 2021, the Athens' Contract Ad Hoc Committee was created to negotiate an amendment (Amendment) to the current exclusive refuse service agreement (Agreement) with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of the mandate. In November 2021, the City joined the San Gabriel Valley Regional Food Recovery Program to comply with SB 1383's edible food recovery regulations. Lastly, in December 2021, the South Pasadena City Council adopted the Mandatory Organic Waste Disposal Reduction Ordinance. Food scrap collection for single-family homes began in South Pasadena on January 1, 2022.

The City is working to update the current Agreement with Athens Services in order to fulfill the remaining requirements of SB 1383 which include: providing organics collection services to all residents and businesses, conducting education and outreach to the community, procuring recyclable and recovered organic waste products for use within the City, monitoring compliance, and reporting.

Current Exclusive Refuse Service Agreement

The City of South Pasadena's Agreement with Athens Services was established in the year 2000 (Attachment 1) and was amended once in 2017 (Attachment 2). It is currently a seven-year evergreen contract, meaning it is on a rolling term and is renewed every year for another seven years. Therefore, termination of the contract would take seven years. Per the amended agreement, Athens Services provides Backyard Service to single-family residences, Bin Service to non-residential and multi-residential properties, Street Sweeping Services, Bus Stop Barrel Pick-Up, City Garage Sweeping Service, and community events such as Dumpster Day. In addition, the City, on a monthly basis, receives 9.4% of gross receipts as a franchise fee, 1.5% as an administrative fee, and

3% as a billing fee. The City also receives \$65,000 every seven years for the City Yard refuse handling.

CalRecycle SB 1383 Local Assistance Grant Program

To assist with the implementation of regulation requirements, Department of Resources Recycling and Recovery (CalRecycle) offered the SB 1383 Local Assistance Grant Program, a non-competitive grant program providing one-time funding to local jurisdictions. These funds can be used to assist the jurisdiction in the various components of SB 1383 including capacity planning, collection, edible food recovery, education and outreach, enforcement and inspection, program evaluation, procurement requirements, and record keeping. City staff applied and the City was awarded \$37,204. City staff anticipate prioritizing the funds for items that would assist residents and businesses with food scrap separation and collection, which may include organics barrels, food waste pails, education and outreach materials such as signage and labels, etc. Other items that are being considered are recordkeeping software and personnel costs.

Athens' Contract Ad Hoc Committee

In 2021, the Athens' Contract Ad Hoc Committee (Ad Hoc Committee) was created to negotiate an Amendment to the current Agreement with the City's franchise waste hauler, Athens Services, to ensure compliance with the collection requirements of SB 1383. Consisting of two councilmembers and two Natural Resources and Environmental Commission commissioners, the Ad Hoc Committee met several times to review and discuss the components of SB 1383, the current Agreement terms, and the proposed rate adjustments from Athens Services.

Notice of Intent to Comply

As jurisdictions prepared to implement SB 1383 regulations, many local governments faced challenges due to the COVID-19 pandemic. In response, Governor Newsom signed SB 619 (Laird, Chapter 508, Statutes of 2021) into law to support local governments as they designed and implemented successful organic waste recycling programs throughout the state. The law authorized CalRecycle to waive civil penalties if a jurisdiction submitted a Notification of Intent to Comply (NOIC) for some or all of the regulatory requirements and successfully implemented a plan to correct their violations. Per City Council approval, City staff submitted a NOIC to CalRecycle as a precaution to ensure that the City is protected against any penalties.

The City's NOIC, which was approved by CalRecycle, included a schedule and plan of completion of the following items:

1. Implementation of commercial and multifamily organic waste program.
2. Container color and labeling requirements.
3. Processing waivers granted by the jurisdiction.
4. Ongoing organic waste recovery education and outreach.
5. Procurement of recovered organic waste product and associated recordkeeping.

6. Development and implementation of paper procurement policy and associated recordkeeping.

Corrective Action Plan

As City staff and the Ad Hoc Committee have continued to work on the updates to the Athens Agreement to include the various components of SB 1383, CalRecycle has continued to monitor the City's progress. CalRecycle has determined that violations identified in the NOIC that will take more than 180 days to correct may be addressed through a Corrective Action Plan (CAP). City staff and CalRecycle worked together to create an updated schedule of actions necessary for the City to address the violations disclosed in the NOIC and on March 29, 2023, CalRecycle approved and issued the City of South Pasadena a CAP (Attachment 3). CalRecycle will continue to monitor the City's implementation of the actions identified in the CAP from the date of issuance through March 1, 2024 ("the oversight period"), when all implementation actions must be completed. During the oversight period, the City will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the City is making on remedying the violations described in the CAP.

Analysis

The City's refuse rates and services must be adjusted to accommodate the additional waste hauling services required by SB 1383. Considering the necessary changes to the Agreement and feedback received from the community, the Ad Hoc Committee requested Athens Services provide a proposed rate adjustment for changing service models from Backyard Service to Curbside Service in addition to the required components of SB 1383. Thus, Athens Services has proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options keeping the current BYS model and one option for a hybrid BYS and Curbside Service model. All options proposed include Athens providing organics collection, quarterly contamination monitoring of organics containers, quarterly outreach and education, commercial account food recovery visits, support, and compliance assistance, quarterly waste stream analysis, procurement support of recycled organic products, and data management and reporting of all SB 1383 programs.

To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). The Consultants provided analyses on how the rates for each option compare to neighboring cities and provided insight on the components of each option. The Consultants will assist staff in drafting a new comprehensive Agreement once a rate adjustment and service level is agreed upon.

Proposed Options

Athens Services has proposed three options for meeting SB 1383 requirements. All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

- **Quarterly Contamination Monitoring:** Athens will conduct quarterly organics route reviews to monitor contamination by performing hands-on visual checks of organic containers (lid flipping).
- **Quarterly Outreach and Education:** Athens Recycling Coordinators will conduct in-person visits annually to all commercial and multifamily accounts, and as needed or as requested to residential customers. Visits will include waste assessments, edible food requirement support, service level assistance, waiver eligibility, and contamination follow-ups. Quarterly recycling newsletters will be mailed out to all customers or emailed to paperless accounts.
- **Commercial Account Food Recovery Support and Compliance Assistance:** Athens will provide assistance and support with all qualified commercial food generators that are subject to this requirement.
- **Quarterly Waste Stream Analysis:** Athens will fulfill the SB 1383 requirement of performing a specific number of characterizations every quarter for specific waste streams of inbound material, recyclable recovery, organic recovery, and residue going to landfill.
- **Procurement Support of Recycled Organic Products:** Athens will assist in compliance with this requirement through the use of renewable compressed natural gas (RCNG) utilized in their collection vehicles and through the compost produced at Athens' American Organics (AO) facility.
- **Data Management and Reporting:** SB1383 requires jurisdictions to monitor contamination, issue notices of violations, track all organics collection and diversion, and to report this information to CalRecycle. Athens will capture all required data through their web based reporting system that the City can interface, review, and gather data as needed. Athens will also have adequate data to support the City with enforcement actions.

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the three options summarized below. Also see Attachment 4 for a table format of Athens' proposed options.

Though the options have been discussed at length with the Ad Hoc Committee, reviewed by the City's consultant, and evaluated by staff for compliance with SB 1383 requirements, they have not been vetted with regard to legal implications of the specific terms, conditions, adjustments, and other proposed components, and their relation to existing statutes or recent case law precedent. This evaluation will occur with the development of the revised draft Agreement, to be brought to Council at a later date.

OPTION 1

- Leave the current backyard service (BYS) program "as is" for the entire residential area. This would include service by 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into a BYS truck. Mixed waste

is processed to segregate recyclables at Athens' Material Recovery Facility (MRF). Organics, including food and yard waste, are transferred at the MRF and transported to American Organics (AO) for organics processing into compost.

- Provide new residential & commercial rates for SB 1383 programs upon the effective date of the Amendment. Residential and Commercial 14.00% rate adjustment, in addition to the regular annual rate adjustment that occurs on July 1. Institute discounted organic rates for all bin customers (commercial and multifamily) upon the effective date of the Amendment. For all qualified bin customers (commercial, multi-family, or residential) who require a source separated organics automated barrel per the SB1383 law, Athens will provide multiple 30 and/or 60 gallon organic containers, per individual customer's service level needs. Athens will provide these organic barrels at discounted rates for the life of the contract, discounted 15% below the current "pay-as-you-throw" rates in the approved rate schedule.

OPTION 2

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).
2. Athens will provide an "Electric Truck Pilot Program" for the residential BYS service. At no additional cost, when an electric truck becomes available that has the ability to perform the same work in a day that a current BYS truck currently provides, Athens will acquire this electric truck and exchange it temporarily for a three-month period with one of the current BYS trucks operating in South Pasadena. Upon completion of the three-month pilot program period, Athens will determine if the electric truck's performance is adequate and if a proposal to use all electric BYS trucks is desired by the City. If so, Athens will provide a proposal to change all unleaded BYS trucks to electric BYS trucks, and what affect that program would have on the rates.
3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately \$40,000.00 per year to the City's budget.
4. Athens will freeze the current BYS residential rate of \$52.53 through June 2024. The residential rate will not be adjusted per the regular annual rate adjustment until July 1, 2024.
5. Athens will institute a 2-year phase in of a 20.00% extraordinary rate adjustment, to all rates other than the BYS residential rate, as follows:
 - Effective July 1, 2023 = 10.00% + regular annual rate adjustment
 - Effective July 1, 2024 = 10.00% + regular annual rate adjustment
6. Athens will institute discounted organic rates for all bin customers upon the effective date of the Amendment (see Option 1, Item 3 above).

7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.
8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal term of the contract would start again July 1, 2025.
9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1%. Both of these CPI indexes are published on a monthly basis by the same governmental agency, the US Bureau of Labor Statistics. The current CPI index used in the Agreement accounts for residential homes and the cost of goods that residents are faced with (milk, bread, eggs, etc.). Athens has proposed that this index is unrelated to the trash industry, and as a result, the actual operating costs outpace the rate adjustments that are based on the described 'household' CPI. Athens has proposed that using an index that is related to the trash industry helps to cover the actual costs that the hauler is faced with.

OPTION 3

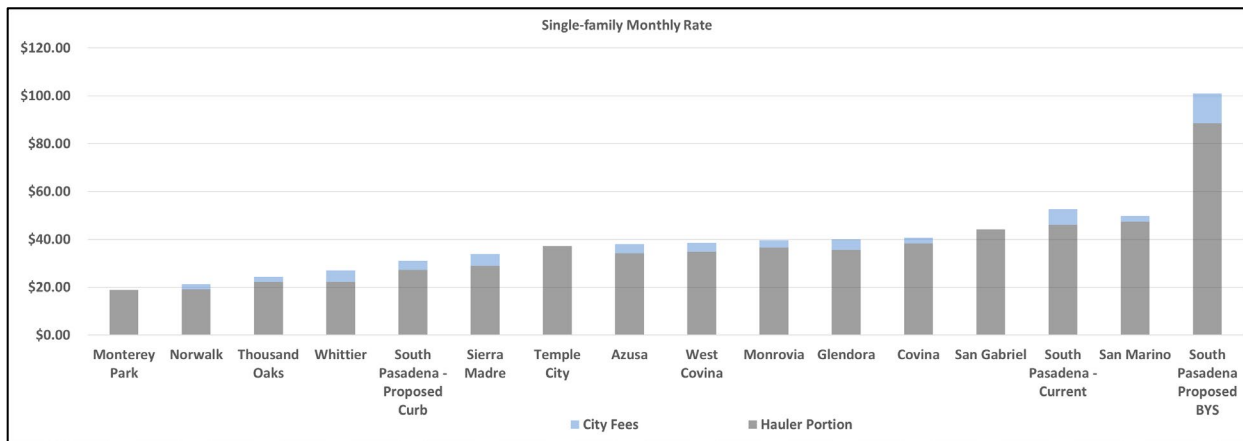
1. Change from the current BYS program to a traditional automated side loader curbside service using three new Renewable Compressed Natural Gas (RCNG) side loader trucks and three new 64-gallon carts for the majority of residents (except for #2 below, or as otherwise needed). The default barrel service will include one of each of the following: a 64-gallon black barrel for trash, a 64-gallon blue barrel for source separated recyclables, and a 64-gallon green barrel for source separated organics. Instead of 1-pass with a BYS truck, customers will see 3-passes with side loader trucks.
2. For all other residential and multifamily BYS customers located in areas where Athens is unable to provide curbside service, there will be a change from the current 1-pass BYS program to a 2-pass BYS program. This will affect approximately 700 accounts that are in a "hard to service" area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels. These 760 accounts would need to remain with BYS service using only two unleaded BYS trucks and one RCNG front loader.
3. Athens will continue to provide the Bus Stop Barrel Pick-up service & City Garage Sweeping service, at the current monthly service levels, at no additional charge to the City. This will save approximately \$40,000.00 per year to the City's budget.

4. Athens will provide new residential rates, effective July 2023, and freeze those rates through June 2024. These two rates will not be adjusted per the regular annual rate adjustment until July 1, 2024. The proposed Curbside rate is \$31.00 per month and the proposed BYS rate is \$101.00 per month. The City may implement a combination of the two above rates with a net zero change, i.e. increase the curbside rate and decrease the BYS rate, within the legal ability to do so.
5. Institute a 2-year phase in of a 30.00% extraordinary rate adjustment, to all rates other than the Curbside and BYS residential rates in #4 above, as follows:
Effective July 1, 2023 = 15.00% + regular annual rate adjustment
Effective July 1, 2024 = 15.00% + regular annual rate adjustment
6. Athens will institute discounted organic rates for all bin customers upon effective date of Amendment (see Option 1, Item 3 above).
7. The contract rolling term will be modified from a 7-year rolling term to a 10-year rolling term.
8. During the phase-in period from July 2023 through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing a rate freeze for the residential BYS rate, and for other rates to be phased-in per #5 & #6 above. The regular renewal features would start again July 1, 2025.
9. The annual rate adjustment formula in the contract will be modified from using the "Consumer Price Index (CPI), All Urban Consumers, Los Angeles/Long Beach/Anaheim area", to using the "CPI for Trash & Garbage Collection, US City Average" + 1% (see the explanation in Option 2, Item 9).

Analysis of Options

The options presented vary in rate, residential service type (BYS v. Curbside), commercial organics recycling implementation, types of fleet vehicles, Agreement term length, CPI index, and added features.

A rate survey was completed to determine how the three residential rates proposed in these options compare to those in surrounding cities. The proposed Curbside rate in Option 3 aligns closely with the Curbside rates of most cities. The current BYS rate is at a higher end (reflecting the higher service level), and the proposed BYS rate about doubles the current average rate, as seen in the chart below. Note that the rates of these cities do not reflect their rate changes necessary to account for SB 1383 implementation and will likely be higher than what is shown in the following chart.



The City of South Pasadena is unique in that the entire City is serviced exclusively with Backyard Service, where pick-up trucks equipped with two compartments, collect refuse and recyclable materials in one compartment, and yard and food waste (also called green waste), in the other compartment. Waste is collected from containers supplied by the customer and stored in the customer’s backyard. Currently, residents do not need to roll out their refuse containers to the curb for service – they need only ensure the containers are accessible. Curbside Service is more common in other cities and involves the customer rolling out hauler-provided containers to the curb to be collected by a large side-loader truck. Most cities have a curbside service model, while some have a hybrid curbside service and backyard service model for servicing hard-to-service areas such as hillsides and narrow streets.

Options 1 and 2 would keep the backyard service level as-is in the City and no changes would occur in the service type. Option 3 offers switching to curbside service for most of the City, while retaining backyard service for hard-to-service areas. This would affect approximately 700 accounts that are in a “hard to service” area where the streets are too narrow for any type of automated side loader vehicle to navigate. This model would also apply to about 60 multi-family accounts that have five or more units where curbside service would not be realistic for the large number of units and barrels.

The service type affects the number and type of vehicles used. Options 1 and 2 with BYS would require 8 unleaded BYS pick-up trucks and 2 RCNG front loaders (mother trucks). Option 3 would require 2 unleaded BYS pick-up trucks, 1 RCNG front loader, and 3 RCNG side loader trucks. If switched to Curbside, residents would be required to roll their refuse containers to the curb on their specified collection day. However, Athens does offer a ‘roll-away’ service feature, where the customer can pay an additional fee to have bins returned from the curb by the Athens driver.

Per SB 1383, all refuse containers must be standardized in color and labeling. Currently with the City’s BYS, residents use their own containers. Regardless of whether the City chooses to remain with BYS for all (Options 1 and 2) or to switch to Curbside for most and BYS for some (Option 3), the containers used must be changed to fit the required

color and labeling standards. Per the CAP, these containers must be updated by March 2024. It is important to note that Options 1 and 2 do not include the cost of new containers. Option 3 includes the cost of new containers for the Curbside accounts only and does not include the cost of new containers for the hard-to-service areas which will remain BYS.

Community Outreach

To gather information on community preferences and current practices, City staff conducted a survey which was available online and in-person. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. The survey also revealed that most residents will move either their containers or vehicles on collection day to ensure accessibility for Athens' crews. See Attachment 5 for complete results of the survey.

Next Steps

Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Direct staff to conduct additional community outreach in June/July.
2. Return to Council in August/September with a revised draft Agreement with staff recommendation supported by community feedback.
3. Conduct Proposition 218 Public Hearing for rate changes.
4. Per the CAP, implement new collection services by March 1, 2024.

Fiscal Impact

Residential and commercial refuse rates must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate increases will depend on which proposed option is chosen. Refuse rates are expected to increase regardless of option.

Key Performance Indicators and Strategic Plan

This item is in line with the City's Green Action Plan and Climate Action Plan to divert organics from landfill and to implement the requirements of Senate Bill 1383.

Commission Review and Recommendation

This item was not reviewed by a commission, however, has been discussed by the Athens' Contract Ad Hoc Committee.

Attachments

1. First Amendment to Exclusive Refuse Services Agreement (2017)
2. Current Exclusive Refuse Services Agreement (2000)
3. CalRecycle Corrective Action Plan
4. Table of Athens' Proposed Options for SB1383 Compliance
5. Community Outreach Survey Results

ATTACHMENT 1
First Amendment to Exclusive Refuse Services
Agreement (2017)

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**FIRST AMENDMENT TO
EXCLUSIVE REFUSE SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO EXCLUSIVE REFUSE SERVICE AGREEMENT (“*Amendment*”) is made and entered into as of November 15, 2017 (“*Amendment Effective Date*”), by and between the City of South Pasadena, a municipal corporation (“*City*”), and Arakelian Enterprises, Inc. dba Athens Services, a California corporation (as successor to South Pasadena Disposal Company) (“*Contractor*”).

RECITALS

A. City and Contractor are parties to that certain Exclusive Refuse Service Agreement, dated November 6, 2000 (“*Original Agreement*”).

B. The parties desire to amend the Original Agreement to allow Contractor to assume responsibility for all City refuse billing, to update and modify the applicable rate structure including a rate sheet for “optional” services, to add new services for bus stop barrel pick-up and sweeping service/trash pickup for City’s Mission Meridian parking structure, add one (1) additional dumpster day per year for a total of two (2) dumpster days for the City, add one (1) free curbside bulk item pick up for all senior accounts, and to provide for a periodic new payment to City as part of the contract amendment. The Original Agreement as amended by this Amendment shall be referred to herein as the “*Refuse Service Agreement*”.

TERMS OF AGREEMENT

1. The fourth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

“WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below) for the term of the Bin Service Agreement;”

2. The sixth Recital of the Original Agreement is deleted in its entirety and replaced by the following:

“WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties’ agreements for (i) Bin Service, (ii) Backyard Service, (iii) Street Sweeping Service, (iv) Bus Stop Barrel Pick-Up, and (v) City Garage Sweeping Service for City and its residents and businesses (“*Refuse Service Agreement*”); and”

3. A new Section I.V. is added as follows:

“V. “Bus Stop Barrel Pick-Up” shall mean emptying the bus stop trash receptacle(s), supplying the new trash liner and replacing the trash liner. Contractor shall remove any trash outside of the receptacle at the bus stop

and pressure wash as needed. The schedule and locations for Bus Stop Barrel Pick-Up are set forth on Exhibit D attached hereto.”

4. A new Section I.W. is added as follows:

“W. “City Garage Sweeping Service” shall mean parking garage sweeping, emptying the three (3) garage trash receptacles, supplying the new trash liner and replacing the trash liner at the City’s Mission Meridian parking garage located at 805 Meridian Avenue, South Pasadena, California. Contractor shall remove any trash outside of the receptacles and pressure wash as needed.”

5. A new Section I.X. is added as follows:

“X. “Seniors” shall mean a resident sixty-two years of age or older”

6. Section III.I. of the original agreement is deleted in its entirety and replaced by the following:

“I. Provisions of two (2) dumpster days per year (on days determined by the Public Works Director) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide no charge curbside pick-up of those bulky items during the dumpster day events for senior citizens’ residences within the City, as coordinated by the City; provided, that if pick-ups for any dumpster day event exceed one hundred (100), then the City and Contractor shall negotiate a reasonable charge for such excess pick-ups. In addition to the two (2) dumpster day events, the Contractor shall also provide one (1) curbside bulky pick-up per year for seniors at no charge. The City shall notify the Contractor at least twenty four (24) hours in advance of scheduling the no charge curbside bulky pickup.”

7. A new Section III.M. is added as follows:

“M. Collection, transportation, cleaning, and disposal of Refuse by Bus Stop Barrel Pick-Up at the locations and schedule set forth on Exhibit D at times and days approved by the Public Works Director and at the rates provided herein.”

8. A new Section III.N. is added as follows:

“N. Provision of City Garage Sweeping Service shall include sweeping the garage at least one (1) time a week, collecting trash at the three (3) parking garage receptacles at least two (2) times a week or more as the Public Works Director may occasionally determine is necessary, and pressure washing the parking garage at least one (1) time per year at times

and days approved by the Public Works Director Service shall include transportation and disposal of Refuse collected while providing City Garage Sweeping Service.”

9. Section V.A. of the Original Agreement is deleted in its entirety and replaced by the following:

“A. The schedule and routes for Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweep Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service shall be made.”

10. Section V.B. of the Original Agreement is deleted in its entirety and replaced by the following:

“B. The Refuse collection, Street Sweeping Service, Bus Stop Barrel Pick-Up, and City Garage Sweeping Service routes and schedule shall be approved by the Public Works Director.”

11. Section VII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

“A. As of the Amendment Effective Date and until June 30, 2018, the rates charged and/or received by Contractor for all services provided pursuant to this Refuse Service Agreement shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be remitted in full to City and such receipts shall not be included in the gross receipts calculations for Contractor. Commencing on July 1, 2018, and on each July 1 thereafter, the rates shall be adjusted as provided in Section VII.C.”

12. Section VII.G. of the Original Agreement is deleted in its entirety and replaced by the following:

“G. Contractor shall bill Customers quarterly in advance for all Bin Service, Backyard Service, and Special Services. Contractor shall charge (1) a franchise fee for this Refuse Service Agreement of nine and four-tenths percent (9.4%), and (2) a billing fee of three percent (3%), of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to

this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee and billing fee are based."

13. A new Section VII.H. is added as follows:

"H. On the first business day of each month, the Contractor shall bill the City the applicable charges, as provided in Exhibit A, for Bus Stop Barrel Pick-Up and City Garage Sweeping Service rendered during the preceding month. The City shall remit payment within forty-five (45) days from the City approved invoice."

14. Section VIII.A. of the Original Agreement is deleted in its entirety and replaced by the following:

"A. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, City shall receive, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services payments during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

15. Section VIII.B. of the Original Agreement is deleted in its entirety and replaced by the following:

"B. For the entire term of this Refuse Service Agreement, on or before the last business day of each month, the City shall receive an administrative fee of one and one-half percent (1.5%) of the gross receipts Contractor collects for Bin Service, Backyard Service, and Special Services during the preceding month, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based."

16. A new Section VIII.D is added as follows:

"D. Commencing on the Amendment Effective Date, and on each seventh anniversary of the Amendment Effective Date thereafter, provided neither party has given notice of termination as provided in Section VI, City shall receive a fee of Sixty-Five Thousand Dollars and Zero Cents (\$65,000.00) to be used toward facilitating refuse handling operations at the City Yard. Each lump sum fee shall be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index for All Urban Consumers, Los Angeles-Riverside-Orange County area ("CPI"), for the seven (7) previous

twelve-month periods (May through April), or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published. Upon any notice of termination as provided in Section VI, this Section VIII.D. shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section VIII.D.”

17. A new Section XVII.D is added as follows:

“D. Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices regarding the operation of Contractor’s waste collection business. The City retains the right, upon reasonable notice, to inspect and audit Contractor’s financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of rates pursuant to Section VII (Rates and Billing), Section VIII (Franchise Fee) and Exhibit B (Rate Increase Formula). The parties acknowledge and agree that Contractor’s financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure.”

18. Section XXII.D. of the Original Agreement is deleted in its entirety and replaced by the following:

Unless a party notifies, in writing, the other party of a change of address any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

If to City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Stephanie DeWolfe, City Manager

If to Contractor:

Athens Services
P.O. Box 60009
City of Industry, CA 90071-3301
Attn: Gary M. Clifford II,
Executive Vice President

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste 850
Pasadena, CA 91101

19. Exhibit A of the Original Agreement is deleted in its entirety and replaced by Exhibit A attached hereto and incorporated herein by reference.

20. Exhibit B of the Original Agreement is deleted in its entirety and replaced by Exhibit B attached hereto and incorporated herein by reference.

21. A new Exhibit, Exhibit D, entitled Bus Stop Barrel Pick-up Locations and Schedule, is added to the Refuse Service Agreement, attached hereto and incorporated herein by reference.

22. This Refuse Service Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of California without regard to any conflict of laws provision that would apply the laws of any other jurisdiction.

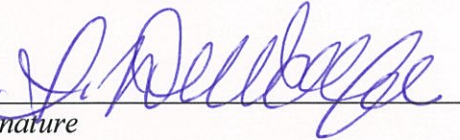
23. Except as modified herein, either expressly or by necessary implication, the terms and conditions of the Original Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and attested by their respective officers duly authorized as of the Amendment Effective Date first written above, regardless of the actual date of execution by the parties.

Dated: November 15, 2017

“City”
City of South Pasadena

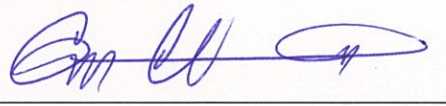
By: 
Signature

Printed: STEPHANIE DENOLFE

Title: CITY MANAGER

Date: 11/15/2017

“Contractor”
Arakelian Enterprises, Inc.
dba Athens Services,
a California corporation

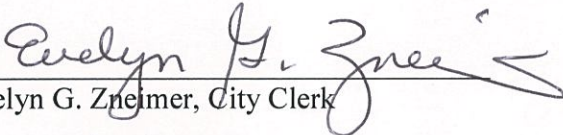
By: 
Signature

Printed: GARY M CLIFFORD II

Title: EXECUTIVE VICE PRESIDENT

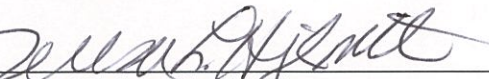
Date: 11-14-2017

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 11/15/2017

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 11/15/2017

[Signature Page for First Amendment to Exclusive Refuse Service Agreement]

EXHIBIT A
SCHEDULE OF RATE CALCULATIONS,
EFFECTIVE NOVEMBER 15, 2017

**EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017**

| SERVICE | OPERATIONS COMPONENT | DISPOSAL COMPONENT | NEW NET RATE TO CONTRACTOR | 3% BILLING FEE | 9.4% FRANCHISE FEE | RECYCLE RATE | TOTAL RATE |
|-------------------------|-------------------------|-----------------------|----------------------------------|----------------------|--------------------------|-----------------|---------------|
| REGULAR SERVICES | | | | | | | |
| STANDARD | 25.05 | 7.52 | 32.57 | 1.12 | 3.49 | 3.17 | 40.35 |
| YARD WASTE | 3.61 | 0.00 | 3.61 | 0.00 | 0.00 | 0.00 | 3.61 |
| MULTI UNITS 1X | | | | | | | |
| 2 | 40.01 | 9.98 | 49.99 | 1.71 | 5.36 | 3.17 | 60.24 |
| 3 | 48.61 | 12.22 | 60.83 | 2.08 | 6.53 | 3.17 | 72.61 |
| 4 | 57.20 | 14.39 | 71.59 | 2.45 | 7.68 | 3.17 | 84.90 |
| 5 | 65.65 | 16.57 | 82.22 | 2.82 | 8.82 | 3.17 | 97.03 |
| 6 | 71.48 | 17.97 | 89.45 | 3.06 | 9.60 | 3.17 | 105.28 |
| 7 | 76.20 | 19.19 | 95.39 | 3.27 | 10.24 | 3.17 | 112.06 |
| 8 | 81.00 | 20.33 | 101.33 | 3.47 | 10.87 | 3.17 | 118.85 |
| 9 | 85.82 | 21.57 | 107.39 | 3.68 | 11.52 | 3.17 | 125.76 |
| 10 | 90.57 | 22.76 | 113.33 | 3.88 | 12.16 | 3.17 | 132.54 |
| 11 | 95.40 | 23.99 | 119.39 | 4.09 | 12.81 | 3.17 | 139.46 |
| 12 | 100.11 | 25.14 | 125.25 | 4.29 | 13.44 | 3.17 | 146.15 |
| MULTI UNITS 2X | | | | | | | |
| 6 | 119.99 | 30.12 | 150.11 | 5.14 | 16.11 | 3.17 | 174.53 |
| 7 | 125.37 | 31.48 | 156.85 | 5.37 | 16.83 | 3.17 | 182.22 |
| 8 | 130.72 | 32.83 | 163.55 | 5.60 | 17.55 | 3.17 | 189.87 |
| 9 | 136.06 | 34.15 | 170.21 | 5.83 | 18.26 | 3.17 | 197.48 |
| 10 | 141.40 | 35.55 | 176.95 | 6.06 | 18.99 | 3.17 | 205.17 |
| 11 | 146.75 | 36.91 | 183.66 | 6.29 | 19.71 | 3.17 | 212.83 |
| 12 | 152.11 | 38.18 | 190.29 | 6.52 | 20.42 | 3.17 | 220.40 |
| 13+ ADD PER UNIT | | | | | | | |
| 1X | 8.05 | 2.05 | 10.10 | 0.35 | 1.08 | 0.00 | 11.53 |
| 2X | 12.07 | 3.08 | 15.15 | 0.52 | 1.63 | 0.00 | 17.29 |
| 3X | 16.14 | 4.04 | 20.18 | 0.69 | 2.17 | 0.00 | 23.04 |
| 4X | 20.20 | 5.02 | 25.22 | 0.86 | 2.71 | 0.00 | 28.79 |
| BIN RENTAL | | | | | | | |
| 3 YARD | 28.52 | 7.19 | 35.71 | 1.22 | 3.83 | 0.00 | 40.76 |
| 1.5 YARD | 14.30 | 3.55 | 17.85 | 0.61 | 1.92 | 0.00 | 20.38 |
| COMMERCIAL 3YD | | | | | | | |
| 1X | 90.07 | 44.20 | 134.27 | 4.60 | 14.41 | 3.17 | 156.45 |
| 2X | 105.79 | 88.40 | 194.19 | 6.65 | 20.84 | 3.17 | 224.85 |
| 3X | 121.37 | 132.63 | 254.00 | 8.70 | 27.26 | 3.17 | 293.13 |
| 4X | 144.43 | 176.85 | 321.28 | 11.00 | 34.48 | 3.17 | 369.93 |
| 5X | 171.29 | 221.04 | 392.33 | 13.44 | 42.10 | 3.17 | 451.04 |
| 6X | 186.99 | 265.26 | 452.25 | 15.49 | 48.53 | 3.17 | 519.44 |
| 7X | 202.71 | 309.39 | 512.10 | 17.54 | 54.95 | 3.17 | 587.76 |
| COMMERCIAL 1.5YD | | | | | | | |
| 1X | 59.96 | 22.07 | 82.03 | 2.81 | 8.80 | 3.17 | 96.81 |
| 2X | 108.68 | 44.15 | 152.83 | 5.23 | 16.40 | 3.17 | 177.64 |
| 3X | 135.13 | 66.25 | 201.38 | 6.90 | 21.61 | 3.17 | 233.06 |
| 4X | 161.50 | 88.36 | 249.86 | 8.56 | 26.81 | 3.17 | 288.40 |
| 5X | 187.98 | 110.47 | 298.45 | 10.22 | 32.03 | 3.17 | 343.87 |
| 6X | 214.40 | 132.50 | 346.90 | 11.88 | 37.22 | 3.17 | 399.18 |
| MINIMUM COMMERCIAL | 40.16 | 10.04 | 50.20 | 1.72 | 5.39 | 3.17 | 60.48 |
| ROLL OFF | 207.07 | 0.00 | 207.07 | 7.09 | 22.22 | 3.17 | 239.55 |

**EXHIBIT A
CITY OF SOUTH PASADENA
SCHEDULE OF RATE CALCULATIONS
EFFECTIVE NOVEMBER 15, 2017**

| SERVICE | OPERATIONS COMPONENT | DISPOSAL COMPONENT | NEW NET RATE TO CONTRACTOR | 3% BILLING FEE | 9.4% FRANCHISE FEE | RECYCLE RATE | TOTAL RATE |
|--|-------------------------|-----------------------|----------------------------------|----------------------|--------------------------|-----------------|---------------|
| OPTIONAL & OTHER SERVICES | | | | | | | |
| <u>COMMERCIAL</u> | | | | | | | |
| Bulky Item Pickup - first item | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Bulky Item Pickup - each additional item | 15.00 | 0.00 | 15.00 | 0.51 | 1.61 | 0.00 | 17.12 |
| 3 Yard Temporary Bin | 135.00 | 0.00 | 135.00 | 4.62 | 14.49 | 0.00 | 154.11 |
| 3 Yard Temporary Bin - extra dump | 70.00 | 0.00 | 70.00 | 2.40 | 7.51 | 0.00 | 79.91 |
| 3 Yard Temporary Bin - per day over 7 days | 17.00 | 0.00 | 17.00 | 0.58 | 1.82 | 0.00 | 19.41 |
| Lock Lids | 12.00 | 0.00 | 12.00 | 0.41 | 1.29 | 0.00 | 13.70 |
| Declined Payment Charge | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Stop Service Charge | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Reactivation Charge | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Priority Emergency Service | 165.00 | 0.00 | 165.00 | 5.65 | 17.71 | 0.00 | 188.36 |
| Commercial Bin Wash/Clean Out Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Pressure Washing/Steam Cleaning Enclosures (per hour) | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Overflow Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Overweight Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Permanent Bin Extra Dump Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Dead Run Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Go Back Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Delivery Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Exchange Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Bin Bring-in Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Storage Box Rental | 150.00 | 0.00 | 150.00 | 5.14 | 16.10 | 0.00 | 171.23 |
| <u>RESIDENTIAL</u> | | | | | | | |
| Residential Bulky Pickup (in addition to annual events) | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Residential Bulky Pickup - each additional item | 15.00 | 0.00 | 15.00 | 0.51 | 1.61 | 0.00 | 17.12 |
| Residential E-Waste Pick-up | 30.00 | 0.00 | 30.00 | 1.03 | 3.22 | 0.00 | 34.25 |
| Declined Payment Charge | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Stop Service Charge (excludes vacation hold with notice) | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Reactivation Charge (excludes vacation hold with notice) | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| Priority Emergency Service | 165.00 | 0.00 | 165.00 | 5.65 | 17.71 | 0.00 | 188.36 |
| Residential Bin Cleaning Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Overflow Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Overweight Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Extra Dump Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Dead Run Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Go Back Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Delivery Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Exchange Charge | 50.00 | 0.00 | 50.00 | 1.71 | 5.37 | 0.00 | 57.08 |
| Residential Bin Push-out Charge | 25.00 | 0.00 | 25.00 | 0.86 | 2.68 | 0.00 | 28.54 |
| <u>ORGANICS</u> | | | | | | | |
| Primary 32 Gallon Organics Barrel | | | | | | | |
| 1X | 104.54 | 0.00 | 104.54 | 3.58 | 11.22 | 0.00 | 119.34 |
| 2X | 182.51 | 0.00 | 182.51 | 6.25 | 19.58 | 0.00 | 208.34 |
| 3X | 260.49 | 0.00 | 260.49 | 8.92 | 27.95 | 0.00 | 297.36 |
| 4X | 338.47 | 0.00 | 338.47 | 11.59 | 36.32 | 0.00 | 386.38 |
| 5X | 416.45 | 0.00 | 416.45 | 14.26 | 44.69 | 0.00 | 475.40 |
| 6X | 494.43 | 0.00 | 494.43 | 16.93 | 53.06 | 0.00 | 564.42 |
| Additional 32 Gallon Organics Barrel | | | | | | | |
| 1X | 88.63 | 0.00 | 88.63 | 3.04 | 9.51 | 0.00 | 101.18 |
| 2X | 155.20 | 0.00 | 155.20 | 5.32 | 16.65 | 0.00 | 177.17 |
| 3X | 221.79 | 0.00 | 221.79 | 7.60 | 23.80 | 0.00 | 253.18 |
| 4X | 288.36 | 0.00 | 288.36 | 9.88 | 30.94 | 0.00 | 329.18 |
| 5X | 354.95 | 0.00 | 354.95 | 12.16 | 38.09 | 0.00 | 405.19 |
| 6X | 366.54 | 0.00 | 366.54 | 12.55 | 39.33 | 0.00 | 418.42 |
| Organics Compactor Haul Rate | 197.81 | 0.00 | 197.81 | 6.77 | 21.23 | 0.00 | 225.81 |
| Organics Compactor Disposal/Ton Rate | 100.00 | 0.00 | 100.00 | 3.42 | 10.73 | 0.00 | 114.16 |
| <u>CITY SERVICES</u> | | | | | | | |
| City Garage Sweeping Service | 750.00 | 0.00 | 750.00 | 0.00 | 0.00 | 0.00 | 750.00 |
| Bus Stop Barrel Pick-up | 2000.00 | 0.00 | 2000.00 | 0.00 | 0.00 | 0.00 | 2000.00 |

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Components and a Disposal Components.

The Operations Components includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Components are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site. The Operations Component includes the rates for Street Sweeping Services, Bus Stop Barrel Pick-up, and City Garage Sweeping Service.

The Disposal Components shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the "MRF Gate Fee") and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Components is to be adjusted in proportion to the increase or decrease in disposal cost as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees that it will not be entitled to any increase in the Disposal Cost Components due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following: (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above; and (2) an increase in the tipping fee for residue from the MRF at the disposal sites used by Contractor which comply with Section III.G. The Disposal Component adjustment shall not exceed the percentage change in CPI, as described above; provided, however, that if Contractor uses a disposal site other than the San Bernardino County landfill system subject to City approval, then increases or decreases in the tipping fee portion of the Disposal Component for such alternate disposal site may be adjusted in excess of the percentage change in CPI.

Special Rate Adjustment

Notwithstanding the preceding, as changes occur in the costs incurred by Contractor for collection, processing, and disposal of Organic Waste (as defined in Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the Public Resources Code, sometimes commonly referred to as AB 1826), Contractor and City shall meet and confer in good faith regarding an equitable adjustment to the rates for Organics Services, as reflected in Exhibit A.

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provide, however, that approval of such request not be unreasonably withheld.

EXHIBIT D

BUS STOP BARREL PICK-UP LOCATIONS AND SCHEDULE

| Location | NB | SB | WB | EB | Schedule |
|-------------------------|-----|-----|-----|-----|----------|
| | BSB | BSB | BSB | BSB | |
| Mission Street | | | | | |
| Grand Avenue | - | - | 1 | - | M W F |
| Adelaine Avenue | - | - | - | 1 | M W F |
| Orange Grove Avenue | - | - | 1 | 1 | M W F |
| Meridian Avenue | - | - | - | 1 | M W F |
| Fremont Avenue | - | - | 1 | 1 | M W F |
| Fair Oaks Avenue | - | - | 1 | 1 | M W F |
| Park Avenue | - | - | 1 | 1 | M W F |
| Milan Avenue | - | - | 1 | - | M W F |
| Garfield Avenue | - | - | 1 | 1 | M W F |
| Huntington Drive | | | | | |
| Alhambra Road | 1 | - | - | - | M W F |
| Maple Street | 1 | 1 | - | - | M W F |
| Fremont Avenue | - | - | 1 | 1 | M W F |
| Primrose Avenue | - | - | 1 | 1 | M W F |
| Marengo Avenue | - | - | 1 | 1 | M W F |
| Fletcher Avenue | - | - | 1 | 1 | M W F |
| Court Avenue | - | - | 1 | 1 | M W F |
| Fair Oaks Avenue | | | | | |
| Oxley Street | - | 1 | - | - | M W F |
| Columbia Street | 1 | 1 | - | - | M W F |
| State Street | 1 | 1 | - | - | M W F |
| Mission Street | - | - | - | - | M W F |
| Monterey Road | 1 | 1 | - | - | M W F |
| Rollin Street | 1 | 1 | - | - | M W F |
| Spruce Street | 1 | 1 | - | - | M W F |
| Garfield Avenue | | | | | |
| Monterey Road | - | - | - | - | T Th |
| Oak Street | - | 1 | - | - | T Th |

| Location | NB | SB | WB | EB | Schedule |
|------------------------|-----------|-----------|-----------|-----------|----------|
| | BSB | BSB | BSB | BSB | |
| Fremont Avenue | | | | | |
| Oneonta Knoll Street | - | 1 | - | - | T Th |
| Maple Street | 1 | 1 | - | - | T Th |
| Pasadena Avenue | | | | | |
| Sycamore Avenue | - | - | 1 | 1 | T Th |
| Arroyo Drive | - | - | 1 | 1 | T Th |
| Hawthorne Street | 1 | 1 | - | - | T Th |
| El Centro Street | 1 | 1 | - | - | T Th |
| Mission Street | 1 | 1 | - | - | T Th |
| Hill Drive | | | | | |
| Collis Avenue | - | - | - | 1 | T Th |
| Total | 11 | 13 | 14 | 15 | |

Mission Meridian Parking Garage Sweeping and Trash Pick up

| | |
|----------------------------------|---------------------------|
| Sweep the Parking Garage | 1 day per week |
| Empty three (3) trash cans | 2 days per week (T and F) |
| Pressure wash the parking garage | 1 time per year |

Abbreviations

| | | |
|-----------------------|----------------|---------------|
| BSB - Bus Stop Barrel | EB - Eastbound | W - Wednesday |
| NB - Northbound | M - Monday | Th - Thursday |
| SB - Southbound | T - Tuesday | F - Friday |
| WB - Westbound | | |

ATTACHMENT 2
Current Exclusive Refuse Services Agreement (2000)

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EXCLUSIVE REFUSE SERVICE AGREEMENT

This Agreement is made and entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ARAKELIAN ENTERPRISES, INC. (dba Athens Services), a California corporation (as successor to South Pasadena Disposal Company) ("Contractor").

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials (both defined below) collection, transportation and disposal for Backyard Service (defined below) to single-family residences within City (the "Backyard Service Agreement");

WHEREAS, City and Contractor are parties to that certain agreement dated November 6, 1996 whereby Contractor provides exclusive Refuse and Recyclable Materials collection, transportation and disposal for Bin Service (defined below) to non-residential and multi-residential properties within City (the "Bin Service Agreement");

WHEREAS, pursuant to the Backyard Service Agreement, City gave Contractor notice of City's intent to terminate that agreement;

WHEREAS, as partial consideration for City to agree to extend the term of the Backyard Service Agreement, Contractor agrees to provide City with Street Sweeping Service (defined below), at no charge, for the term of the Bin Service Agreement;

WHEREAS, City agrees to extend the term for Contractor to provide exclusive Backyard Service to the affected residents;

WHEREAS, City and Contractor agree to amend and restate the Bin Service Agreement and Backyard Service Agreement to memorialize, in one document, the parties' agreements for (i) Bin Service, (ii) Backyard Service and (iii) Street Sweeping Service for City and its residents and businesses ("Refuse Service Agreement"); and

WHEREAS, pursuant to this Refuse Services Agreement, Contractor shall have the sole right to collect, transport and dispose of all residential and non-residential Refuse and responsibility to sweep all public streets in City in accordance with the terms and conditions of this Refuse Service Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Refuse Service Agreement City and Contractor do hereby agree as follows:

I. DEFINITIONS

- A. "Backyard Service" shall mean collection of Refuse, Recyclable Materials (defined below) and Green Waste (defined below) (not exceeding two hundred twenty (220) gallons per Customer per week) from containers supplied by that Customer (defined below) and stored in, and returned to, that Customer's backyard (or particular substitute location mutually and reasonably agreed to among Contractor, the Public Works Director (defined below) and that Customer, but in no event in the City's public right-of-way) for (i) single-family, two-family, three-family and four-family residential properties, and (ii) subject to the reasonable agreement of Contractor and that Customer, other multi-family residential properties.
- B. "Bin Service" shall mean collection of Refuse, Recyclable Materials and Green Waste from bins or roll-off containers supplied by Contractor and stored by the Customer in a location reasonably accepted by Contractor, the Public Works Director and any Customer within City not utilizing Backyard Service (but in no event in the City's public right-of-way).
- C. "Bin" shall mean a container (1.5 or 3 cubic yard capacity) provided by Contractor for the deposit and collection of Refuse, Recyclable Materials and Green Waste typically found at commercial and multi-residential properties.
- D. "Chief of Police" shall mean City's Chief of Police, or the authorized designee.
- E. "City Manager" shall mean City's City Manager, or the authorized designee.
- F. "City Attorney" shall mean City's City Attorney.
- G. "City Council" shall mean City's City Council.
- H. "CIWMA" shall mean the California Integrated Waste Management Act of 1989, as it may be amended from time to time (sometimes commonly referred to as AB 939).
- I. "CIWMB" shall mean the California Integrated Waste Management Board and any successor agency.
- J. "Compost" shall mean the product resulting from the controlled biological decomposition of organic wastes, either source separated from Refuse, or separated at a centralized facility, and may include vegetables, food, paper and yard and wood wastes, none of which are Hazardous Waste (defined below).

- K. "Customer" shall mean any individual, person or organization, utilizing and paying for Contractor's Refuse collection service within the City.
- L. "Green Waste" shall mean Refuse which is typically produced by, but not limited to, lawn trimmings, discarded yard plants, pruned branches of trees and bushes and fallen or green leaves or wood waste, all of which is not Hazardous Waste (defined below); provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).
- M. "Hazardous Waste" shall mean a waste or combination of wastes defined as a hazardous waste or hazardous substance under any federal or state law, regulation or rule, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*), as amended ("CERCLA") or the Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*), as amended ("RCRA").
- N. "Materials Recovery Facility" ("MRF") shall mean a materials recovery facility used for purposes of recycling materials.
- O. "Public Works Director" shall mean City's Director of Public Works or the authorized designee.
- P. "Recyclable Materials" shall mean Refuse, including demolition and construction wastes, which can be or has been separated from Refuse and can be returned to the economic mainstream in the form of raw material for new, reused or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- Q. "Refuse" shall mean all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, garbage, trash, paper, rubbish, ashes, industrial wastes, demolition and construction wastes and other discarded solid and semi-solid wastes; provided, that low-level radioactive waste regulated by the California Health and Safety Code (commencing with § 25800) and Hazardous Waste shall not be included in this definition.
- R. "South Pasadena Municipal Code" ("SPMC") shall mean the laws, rules and regulations of the City.
- S. "Special Services" shall mean any Refuse collection, transportation and disposal services provided by Contractor to a Customer, other than regular service provided hereunder.

- T. "Street Sweeping Service" shall mean regular and emergency (such as after major storms and no more than twelve (12) traffic accidents per calendar year) mechanical cleaning of Refuse, soil, sand, leaves and other plant material and standing water from City's vehicular travel-ways, including public streets, alleys and parking lots, to a level of reasonable quality typical to the community, which complies with applicable storm water discharge, local Air Quality Management District, and all other applicable State and Federal, rules and regulations.
- U. "Tipping Fees" shall mean the costs or charges imposed by a properly permitted disposal site, and Contractor's MRF, for dumping or processing of Refuse or Recyclable Materials at the site or facility.

II. EXCLUSIVE FRANCHISE

- A. Grant of Franchise. Subject to the SPMC, as amended, California Public Resources Code section 40059 (a) (1), applicable State and Federal laws, rules and regulations, as well as provisions, hereof, this Refuse Service Agreement grants to Contractor an exclusive right for collection, MRF processing, transportation and disposal of discarded Refuse, Recyclable Materials and Green Waste within City; provided, that any person may donate, sell or otherwise dispose of Recyclable Materials or other materials of monetary value that person produces, subject to applicable Federal and State laws, rules and regulations.
- B. Franchise Area. This Refuse Service Agreement applies to all property within the jurisdictional boundary of City.
- C. Acceptance; Waiver. With the exception of this Refuse Services Agreement, City and Contractor agree to the mutual termination of all previous agreements between the parties and their predecessors relating to Refuse, Recyclable and Green Waste collection, transportation and disposal, including, but not limited to, the Backyard Service Agreement and the Bin Service Agreement.
- D. Amortization of Existing Licensed, Non-franchised Refuse Haulers. City and Contractor acknowledge City has notified, pursuant to Public Resources Code section 49520, the licensed non-franchised Refuse haulers, which operated within City on November 6, 1996, Contractor is City's exclusive Refuse collection franchisee. The five-year amortization period provided by section 49520 ends on March 27, 2002.

III. SCOPE OF WORK

In exchange for the compensation described in Article VII, hereof, Contractor shall provide all labor, materials, equipment and services, and pay all costs it incurs in performing the same, for:

- A. Collection, transportation and disposal of Refuse by Backyard Service from the premises, described in I.A., above, in the City, at the regularly scheduled intervals reasonably agreed to by Contractor and the Public Works Director, but no less than once a week, and at the rates provided herein;
- B. Collection, transportation and disposal of Refuse from premises within City for those Customers who do not receive Backyard Service, by regularly scheduled Bin Service as reasonably agreed to by Contractor and Customer (subject to Article IV of this Refuse Service Agreement), but no less than once a week and, at the rates provided herein;
- C. Separation of all Refuse collected by Contractor within City at Contractor's MRF; provided, that Customer shall be required to separate and store, at the same location as the containers used for Backyard Service or Bin Service, whichever is applicable, only Green Waste from other Refuse; provided, that materials which are not able to be processed for inclusion as compost material (*i.e.*, trunks, more than four inches (4") in diameter and four feet (4") in length, or palm fronds) are not to be separated from other Refuse by the Customer;
- D. Provision of Street Sweeping Service within City at least once every other week, at times and days approved by the Public Works Director, and transportation and disposal of Refuse collected while providing Street Sweeping Service;
- E. Collection, transportation and disposal of all Refuse produced by City at any of City's public facilities; provided, that City shall be required to separate and store, at the same location as the containers used for Refuse only Green Waste from other Refuse;
- F. Payment of City's cost for preparation and filing of CIWMA, as amended, reports and waste generation studies and adjustments to base year calculations; provided, that (i) City shall hire a consultant to prepare such reports and studies, (ii) City shall file the reports and (iii) City and Contractor shall reasonably cooperate to determine the content of the reports and studies;
- G. Disposal of residual Refuse (that remaining after MRF processing at Contractor's MRF) collected within the City at a landfill or transformation facility permitted by the CIWMB reasonably approved by the Public Works Director and the overall cost for such facility, including fees and transportation costs, shall be no more than the lowest cost incurred to transport and dispose of Refuse at another available CIWMB permitted facility;

H. Provision of free Christmas tree collection for all residential properties, including multi-family dwellings;

I. Provision of one annual dumpster day (on a date reasonably determined by the City Manager) for collection of bulky items, including, but not limited to, all large or difficult to handle objects such as couches, refrigerators, rugs and carpets, water heaters, washing machines and other items, excluding typical or ordinary Refuse items. Contractor shall also provide free pick-up of those items from senior citizens' residences within City, as coordinated by City; provided, that if pick-ups for any annual dumpster day exceed one hundred (100), then City and Contractor shall negotiate a reasonable charge for such excess pick-ups;

J. Provision of community outreach programs to educate Customers about the importance of recycling and proper Hazardous Waste disposal and other waste management issues. These programs shall consist of, but not be limited to, production and printing of flyers, brochures, posters and inserts to be included in City's newsletter, speaking to service clubs and elementary schools, and other educational programs deemed necessary to carry out this program. All printed material shall be reviewed and approved by the Public Works Director prior to distribution;

K. Provision of collection, transportation and disposal of Refuse for City's Fourth of July celebration and ten (10) other special events, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and other community celebrations; and

L. Provision, at no extra cost to Customer, of collection, transportation and disposal of Green Waste generated by Customer through regular gardening and yard maintenance and minor tree and bush trimming, subject to the two hundred twenty (220) gallon limit.

Notwithstanding any of the forgoing, Contractor shall not be required to remove building materials and other Refuse materials from the construction, alteration, repair, moving or demolition of buildings, in the ordinary course of the Customer's regular Refuse collection. Customer will be required to enter into separate collection arrangements with Contractor for the collection of such materials; provided, that Customers may put out such materials for collection by Contractor if the alteration or repair work is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular collection of Refuse.

IV. COLLECTIONS HOURS AND DAYS

The collection of Refuse shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. If the regular collection day falls on a legal holiday, then Contractor shall collect the Refuse regularly scheduled for that holiday on the next workday following that holiday. The other Customers regularly scheduled for that next workday may also be postponed until the following workday; provided, that Refuse collection may be postponed in this manner as necessary to accommodate the holiday, but in no event shall more than six (6) consecutive collection days be postponed. Collection earlier than 7:00 a.m. may be authorized upon written approval of the City Manager; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier collection. To the extent reasonably possible, collections on each route shall commence at the same point, at the same time and follow the same route each time collections are made. Contractor shall provide sufficient personnel and equipment to complete within one day the collection of all Refuse placed for collection in any mutually agreed upon collection district within City on the given collection day.

V. COLLECTION AND STREET SWEEPING SERVICE ROUTES AND SCHEDULES

A. The schedule and routes for Refuse collection and Street Sweeping Service shall be subject to reasonable approval of the Public Works Director. Contractor shall prepare and file with the Public Works Director a Refuse collection and Street Sweeping Service schedule, together with a complete map of the Refuse collection and Street Sweeping Service districts within City. The Public Works Director shall indicate thereon in an appropriate and easily understandable manner the days on which Refuse collection and Street Sweeping Service shall be made.

B. The Refuse collection and Street Sweeping Service routes and schedule, when approved by the Public Works Director shall be maintained unless changed, in writing, by the parties.

C. Prior to the start of any new Refuse collection or Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which Refuse shall be collected or streets swept. The notice shall contain the day or days of the week upon which Refuse collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Refuse collection and Street Sweeping Service schedule. Contractor shall also cause the schedule and route of Refuse collection and Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Refuse collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall

contain the same information as the written notice outlined above, and shall clearly indicate the precise area involved in the change.

D. Contractor shall conduct same day collection of all Refuse collected pursuant to this Refuse Service Agreement, including Green Waste.

VI. TERM

Subject to the notice provisions contained in this Article, this Refuse Service Agreement shall have a term of eleven (11) years, commencing as of November 6, 2000; provided, however, that on November 6, 2004 and on each November 6, thereafter, the term of this Refuse Service Agreement shall be extended one (1) year, so that the full term of this Refuse Service Agreement shall remain seven (7) years. If either party desires this Refuse Service Agreement to terminate, then that party must give ninety (90) days' written notice of its desire for termination to the other party and termination, pursuant to that notice, shall not be effective until seven (7) years after the date of that notice. (For example: (i) if a party desires to terminate this Refuse Service Agreement, then the earliest date that termination can be effective is November 6, 2011 and to be so effective as of that date, written notice of termination must be given to the other party no sooner or later than November 6, 2004 or (ii) if a party does not give notice to terminate until, for example, February 1, 2005, then that termination could not be effective until February 1, 2012.) Thirty (30) days after receipt of a notice of termination, either party may request to meet and confer regarding the termination and any notice of termination shall not be effective, unless the party which sent the notice of termination meets and confers, in good faith at least twice (or provides opportunities to do so), with the other party after the other party's timely request to do so.

VII. RATES AND BILLING

A. As of the effective date of this Refuse Service Agreement and until June 30, 2002, the rates charged for Backyard and Bin Services shall be as set forth on Exhibit A hereto; provided, that City retains the unilateral right to reduce or increase the AB 939 authorized fee charged by City; and provided, further, that such fee shall be retained in full by City and such receipts shall not be included in the gross receipts calculations for Contractor.

B. Subject to Exhibit B, hereto, Contractor may increase, but shall decrease, those rates for the period July 1, 2002 to June 30, 2003.

C. Subject to Exhibit B, hereto, on each July 1, after 2002, until the termination of this Refuse Service Agreement, Contractor may increase, but shall decrease, the rates for each period of July 1 to June 30.

D. Contractor shall not make or grant any preference or advantage to any Customer or potential customer, nor subject any Customer or potential customer, to prejudice or disadvantage with respect to rates, fees, charges, service, facilities, rules, regulations, or any other respect.

E. Special Services shall be charged only based on the list described in F., below.

F. Contractor shall provide, upon request, a complete list of the rates for the various types of services, including Special Services, provided by Contractor, a statement indicating how to file a complaint and how complaints are resolved, as well as the possibilities of recourse available to Customers, the holiday schedule, and any other information necessary to assist residents as reasonably determined by the City Manager.

G. City shall bill for all Bin Service, Backyard Service and Special Services on a bi-monthly basis, as part of the regular utility bill. It is the responsibility of Contractor to inform City of the level of trash service provided to each Customer so City may accurately bill. On the first business day of each month, City shall remit to Contractor an amount equal to the billing for service rendered during the preceding month, minus the applicable franchise fee provided for in Article VIII. The franchise fee shall be calculated by City and deducted from the total amount of billings and an amount equal to the balance shall then be submitted to Contractor. The payments shall be accompanied by a report providing reasonable documentation and support for the payments.

VIII. FRANCHISE FEE

A. For the entire term of this Refuse Service Agreement, City shall retain, as a franchise fee for this Refuse Service Agreement, nine and four-tenths percent (9.4%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services payments, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

B. In addition, for processing the Customer's payments, City shall retain three percent (3%) of the gross receipts City collects for Bin Service, Backyard Service and Special Services, pursuant to this Refuse Service Agreement; provided, that the amounts collected as Contractor's recycling rate and Green Waste rate shall not be included as part of the gross receipts upon which the franchise fee is based.

C. In addition, on a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Refuse collected within City) to City twenty-five percent (25%) of the net revenue generated from sale of Recyclable Materials collected by Contractor within City. For purposes of this Section, net revenue shall mean gross revenue generated from such sale minus any amounts paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to City a report describing the

quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to City, and explain the reasons, therefor.

IX. OFFICE, INQUIRIES AND COMPLAINTS

A. Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

B. Contractor shall have at all times during the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. through 12:00 p.m. Saturday, an employee at Contractor's office to answer inquiries and to receive complaints; provided, that for holidays and special dumpster days Contractor shall have an employee at Contractor's office to answer inquiries and to receive complaints until collection services are completed.

C. Contractor shall maintain a written record of all complaints received, including the name, address, and telephone number of the customer, a description of the complaints, the time the complaint was received, the action taken in response to the complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written log of complaints upon request by the City Manager, upon reasonable advance notice.

D. In the event any Customer reports to the City Manager a complaint or claim, for a damaged container, has not been resolved to the Customer's reasonable satisfaction, the City Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the City Manager, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the City Manager may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the City Manager.

X. CUSTOMER SERVICE PERFORMANCE STANDARDS

A. The Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

B. Contractor shall not repeatedly allow Customer service calls to ring more than ten times.

C. Contractor's Customer service representatives will treat all customers in a friendly and courteous manner.

D. Contractor's Customer service representatives will be fully knowledgeable about this Refuse Service Agreement and the services provided hereunder.

XI. VEHICLES AND EQUIPMENT

A. All trucks and other equipment used to collect, transport or dispose of Refuse or to provide Street Sweeping Service shall at all times be kept clean, in good repair, and well and uniformly painted, to the reasonable satisfaction of the Public Works Director.

B. Each truck shall be constructed and used so that refuse, oil or grease will not blow, fall or leak out of the truck onto the street. All refuse shall be transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any refuse is dropped or spilled in collecting, transferring or transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. If Contractor has not cleaned up such droppings or spill within a reasonable time after receipt of notice of same, then all expenses incurred by City in the collection and disposal of any such spilled or dropped refuse shall be paid to City, on demand, by Contractor.

C. Contractor's name and telephone number shall be painted on each side of the body of each truck. The letters shall be in a color contrasting sharply with the color of the truck, and shall not be less than six inches in height and four inches in width.

D. Upon the City Manager's request, Contractor shall submit to City a copy of the most recent CHP B.I.T. report within ten (10) working days after Contractor has received such report.

E. Each vehicle of three or more axles used for collecting, hauling or disposing of residential and commercial refuse in the City shall be maintained in compliance with the Motor Carrier Safety Regulations set forth in Title 13 of the California Administrative Code, as amended, (Motor Vehicles).

F. The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

G. Each vehicle used for collecting, hauling or disposing of refuse shall be equipped with an audible warning device that is activated when the vehicle is backing up.

XII. CONTAINERS

- A. All Refuse containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways or adjoining property.
- B. Contractor and Contractor's agents or employees shall not cause Refuse containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same.
- C. Any claim for damage to Backyard Service containers, resulting from misuse or rough handling of the containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) business days after receipt of such claim.

XIII. TITLE TO REFUSE

Title to Refuse collected by Contractor shall pass to Contractor at the time Contractor takes physical possession of the Refuse and such title shall pass to the owner/operator of the disposal site where such refuse is deposited.

XIV. LICENSES, MEMBERSHIP AND INSURANCE

- A. Contractor shall obtain and keep current all required Federal, State and County solid waste hauler permits and licenses.
- B. Contractor shall maintain a valid City business license.
- C. Contractor must maintain an active Chamber of Commerce membership.
- D. Contractor shall, at all times during the term of this Refuse Service Agreement, obtain, and maintain in full force and effect, at its own expense, a valid and unexpired policy of public liability and property damage insurance and comprehensive automobile liability, including coverage of City, its officers, boards, commissioners, agents and employees, as additional insureds, with a California licensed company rated A- or better, protecting City and all persons against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of Contractor under this Refuse Service Agreement with a minimum of not less than Ten Million Dollars (\$10,000,000); provided, that, at Contractor's sole discretion such coverage may be provided through a commercial umbrella liability policy with the same terms, definitions, conditions and exclusions as the underlying comprehensive general liability policy of at least Two Million Dollars (\$2,000,000) and comprehensive auto liability policy of at least One Million Dollars (\$1,000,000) and with no broader coverage than the underlying policies. Such policies shall be endorsed as set forth in Exhibit C. Failure to file or maintain the policy(ies) of insurance shall be deemed a breach of the Agreement, and shall be grounds for termination of this Refuse Service Agreement by City if the policy is not provided

within thirty (30) days after notice from City to Contractor of Contractor's failure to comply with this subsection.

E. Contractor shall at all times keep fully insured, at Contractor's own expense, all persons employed by Contractor in connection with the performance of this Agreement as required by the provisions of the Labor Code of the State of California relating to Workers' Compensation Insurance and shall defend, indemnify and hold harmless, City from all liability arising by reason of injuries of any employee of Contractor incurred in the course of employment hereunder.

XV. INDEMNIFICATION

A. In consideration of the terms and provisions of this Refuse Service Agreement, Contractor hereby agrees to, and hereby does relieve, release, indemnify, defend, hold harmless and forever discharge City and its officers, agents, employees, servants, insurers, successors, heirs and each of them ("Indemnitees"), from any and all claims, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action (collectively, "Claim") arising from Contractor's services pursuant to this Refuse Service Agreement, excluding only such matters which arise from City's sole negligence or willful acts or omissions; provided, that Indemnitees shall be defended, indemnified and held harmless from any Claims related to Hazardous Waste or federal or state environmental laws, rules or regulations, exclusively, pursuant to subsections B. and C., below.

B. In addition, Contractor shall indemnify, defend and hold harmless Indemnitees from and against any and all claims, fines, rights, debts, liabilities, demands, obligations, liens, promises, acts, agreements, costs and expenses (including but not limited to, attorneys' fees and costs), damages, actions and causes of action and administrative proceedings arising from the handling of Hazardous Waste from the time it is collected by Contractor until the time it is validly deposited by Contractor at an appropriate disposal site. The parties acknowledge and agree this subsection may be affected by subsection (e) of § 9607 of CERCLA and § 25364 of the California Health and Safety Code

C. In addition, Contractor shall indemnify, defend and hold harmless City from and against any and all fines imposed by CIWMB arising from City's failure to meet landfill diversion requirements of AB 939, or substantially similar legislative enactments by the State of California, which do not mandate landfill diversion of more than fifty percent (50%) from the base year. Contractor agrees this subsection applies to the entire waste stream for which City is accountable by the CIWMB and not just that portion of that waste stream processed by Contractor, pursuant to this Agreement. In the event CIWMB provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor shall be responsible for engaging consultants and or attorneys (chosen with City's reasonable consensus) to represent City. Contractor shall also be

responsible for the retention of and payment to any consultants engaged to perform waste diversion studies. Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

XVI. TERMINATION

A. Subject to Section B., below, in addition to any other remedy herein provided, or provided by law, City may terminate this Refuse Service Agreement if Contractor is in material breach of any term or provision hereof; provided, that before such right of termination may be exercised by City, City shall give to Contractor written notice of such breach, specifying the particulars in which Contractor is in breach, and if such breach is cured within a thirty (30) days, or if a breach which cannot be reasonably cured within thirty (30) days, then commenced to be cured within thirty (30) days and such cure is diligently pursued and completed within one hundred twenty (120) days after such written notice, this Refuse Service Agreement may not be terminated by City.

B. Acts of God, nature or persons (other than Contractor and Contractor's officers, employees, agents, representatives, affiliates or subsidiary or parent entities) or combinations, thereof, over which Contractor has no reasonable control ("Separate Acts") will extend the time periods set forth in Section A. above, but only for the express time of the delay caused by the Separate Acts. Contractor is responsible to show evidence of the Separate Acts to benefit from this Section B.

C. If this Refuse Service Agreement is terminated for any reason, then all accounts receivable and records, including route records, shall immediately become the property of City; provided, that any payments received for billings made for services satisfactorily provided by Contractor prior to the date of termination shall be paid to Contractor pursuant to sections VII and VIII of this Agreement.

XVII. REPORTS REQUIRED

A. Contractor shall provide the City Manager, at the times and in a form reasonably prescribed by the City Manager, reports with respect to Contractor's operations as may be reasonably necessary or appropriate to the performance of any of the rights, functions or duties of City in connection with this Refuse Service Agreement.

B. Such reports shall include the following, which shall be submitted to the City Manager no later than sixty (60) days following City Manager's request for same:

1. A current list of all vehicles used for collecting, hauling or disposing of residential and commercial refuse in City including the make, type, year, license number, identification number and ownership.
2. The names, titles and addresses of the officers and directors of the firm.

3. The names and titles of all employees used in providing refuse service for City.
4. A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.
5. A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

C. Within forty-five (45) days after the end of each City quarter and fiscal year, Contractor shall provide City with a written report which shall include:

1. Total tonnage of Refuse collected within City during the previous quarter.
2. Total tonnage breakdown of Recyclable Materials and Green Waste collected within City limits during the previous quarter.

XVIII. EQUAL OPPORTUNITY EMPLOYMENT

In providing refuse service for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

XIX. EMPLOYEES FINGERPRINTED

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in collecting, hauling or disposal of refuse, subject to any conditions imposed by Contractor's Labor Agreement.

XX. NON-ASSIGNABILITY

A. This Agreement shall not be sublet or assigned, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereof, either legal or equitable, or any right, interest or property therein, pass to or vest in any person through the sale of stock or otherwise, except Contractor, nor shall any change of control or ownership of Contractor occur, either by act of Contractor or by operation of the law ("Transfer"), without the prior

written consent of City; provided, that City consent of an intra-family Transfer is not required, as long as City is notified in writing within thirty (30) days after that Transfer. For the purposes of this Section, Transfer will exist upon sale or hypothecation of more than fifty percent (50%) of Contractor's ownership, stock, or other control. The granting of consent for a Transfer by City shall not be unreasonably withheld.

B. Contractor shall promptly notify City of any proposed Transfer. Any Transfer shall make the Agreement null and void unless and until the City shall have consented, thereto, or shall be immediate grounds for termination, pursuant to Article XVI. For the purpose of determining whether it will consent to any Transfer, City may inquire into the qualifications of the prospective controlling party, and Contractor shall assist City in any such inquiry. City may condition the Transfer upon reasonable terms and conditions City deems appropriate.

C. Contractor, at least sixty (60) days prior to any Transfer, shall file with City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing the Transfer, certified and sworn to as correct by Contractor.

D. Every Transfer, whether voluntary or involuntary, shall be deemed void and of no effect unless Contractor shall have filed such certified copy as is required and City has given written approval.

E. Subject to Article XVI, failure to obtain the approval of City, as required by this Article, shall entitle City to terminate this Refuse Service Agreement.

XXI. RIGHTS RESERVED TO CITY AND CONTRACTOR

A. At all reasonable times, Contractor shall permit City's authorized representatives to examine all property of Contractor, and to examine and transcribe any and all records kept or maintained by Contractor under Contractor's control which pertain to this Refuse Service Agreement. At all reasonable times, City shall permit Contractor's authorized representatives to examine all property of City, and to examine and transcribe any and all records kept or maintained by City under City's control which pertain to this Refuse Service Agreement.

B. Neither this Refuse Service Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any governmental right or power of City.

XXII. MISCELLANEOUS

A. The Contractor shall comply with all applicable laws of the City, County, State and Federal Governments.

B. The provisions of the SPMC relating to collection and disposal are hereby incorporated into and made a part of this Refuse Service Agreement, and whenever the provisions of the SPMC conflict with the terms of this Refuse Service Agreement, the terms of the SPMC shall supersede the provisions of this Refuse Service Agreement. If a change in the SPMC results in a demonstrable operating cost increase, Contractor may seek recovery of those costs.

C. Time shall be of the essence of this Refuse Service Agreement. Contractor shall not be relieved of the obligation to comply promptly with any of the provisions of this Refuse Service Agreement by any failure of City to enforce prompt compliance.

D. Unless a party notifies, in writing, the other party of a change in address, any notice required to be given under this Refuse Service Agreement shall be given by placing such notice in the United States mail, postage prepaid, addressed as noted below:

To City:

City of South Pasadena
1414 Mission Street
South Pasadena, California 91030
Attention: Sean Joyce, City Manager

Copy to:

Kane, Ballmer & Berkman
515 S. Figueroa Street, Suite 1850
Los Angeles, California 90071-3301
Attention: Joseph W. Pannone, City Attorney

To Contractor:

Athens Services
P.O. Box 60009
City of Industry, California 91715-0009
Attention: Dennis Chiappetta, Chief Operating Officer

E. This Refuse Service Agreement shall be binding on, and accrue to, the benefit of the heirs, executors, assigns and successors in interest of the parties hereto.

F. Any waiver by either party of any breach of this Refuse Service Agreement shall not be construed as a waiver of any other prior or subsequent breach. Failure of either party to require full and complete compliance with any term of this Refuse Service Agreement shall not be construed as any change to the provision hereof or as an estoppel to enforce any provision hereof.

G. No amendment to this Refuse Service Agreement may be made, except in writing and as approved by Contractor and the City Council.

H. If any section, subsection, sentence, clause or phrase of this Refuse Service Agreement is for any reason held illegal, invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

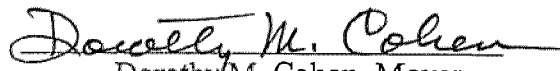
I. This Refuse Service Agreement may be signed in counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

XXIII. EFFECTIVE DATE

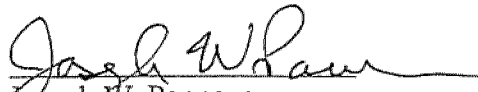
This Refuse Service Agreement is effective and operative as of November 6, 2000 and as of that date shall supersede all prior agreements heretofore executed by and between the parties concerning any portion of the subject matter hereof, and shall operate as a discharge of all obligations incurred by either party under any agreements thus superseded.

CITY OF SOUTH PASADENA

Date: Feb. 7, 2001


Dorothy M. Cohen, Mayor

APPROVED AS TO FORM:


Joseph W. Pannone,
City Attorney

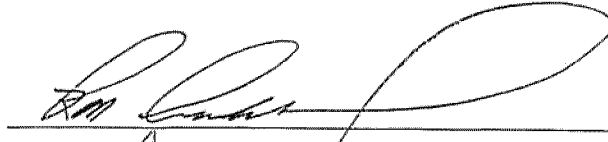
[Signatures continued on page 19]

[Signatures continued from page 18]

ARAKELIAN ENTERPRISES, INC., a California corporation (dba Athens Services)

Date: 2/6, 2001

By:

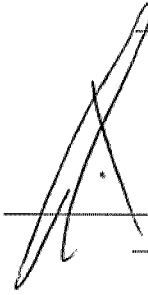
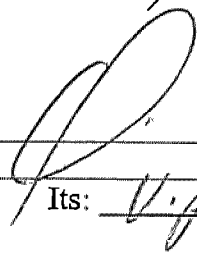
A large, stylized handwritten signature in black ink, written over a horizontal line.

Its:

Pres.

Date: _____, 2001

By:

A large, stylized handwritten signature in black ink, written over a horizontal line.
A large, stylized handwritten signature in black ink, written over a horizontal line.

Its:

V.P.

Athens\agreement6

CITY OF SOUTH PASADENA
RATE ADJUSTMENT
EFFECTIVE JULY 2000

EXHIBIT A

| | |
|------------------------|--------|
| APRIL 1999 CPI | 166.60 |
| APRIL 2000 CPI | 170.60 |
| INCREASE | 2.40% |
| RESIDENTIAL: | |
| PRIOR LANDFILL FEE | 27.13 |
| NEW LANDFILL FEE | 27.13 |
| INCREASE | 0.00% |
| COMMERCIAL: | |
| PRIOR MRF LANDFILL FEE | 44.71 |
| NEW MRF LANDFILL FEE | 45.46 |
| INCREASE | 1.68% |

| SERVICE | CURRENT DISPOSAL COMPONENT | TIPPING ADJMENT | NEW DISPOSAL COMPONENT | CURRENT OPERATIONS COMPONENT | 2.40% CPI ADJMENT | NEW OPERATIONS COMPONENT | NEW NET RATE | LESS 3% BILLING | NEW GROSS RATE | 2.22 @ 2.40% RECYCLE RATE | CUSTOMER RATE |
|--------------------|----------------------------|-----------------|------------------------|------------------------------|-------------------|--------------------------|--------------|-----------------|----------------|---------------------------|---------------|
| STANDARD | 4.18 | 0.00 | 4.18 | 17.29 | 0.42 | 17.71 | 21.89 | 21.23 | 24.24 | 2.27 | 26.51 |
| YARD WASTE | | | | 2.41 | 0.06 | 2.47 | 2.47 | 2.47 | 2.47 | N/A | 2.47 |
| MULTI UNITS 1X | | | | | | | | | | | |
| 2 | 5.48 | 0.09 | 5.57 | 27.62 | 0.66 | 28.28 | 33.85 | 32.83 | 37.48 | 2.27 | 39.75 |
| 3 | 6.69 | 0.11 | 6.80 | 33.56 | 0.81 | 34.37 | 41.17 | 39.93 | 45.58 | 2.27 | 47.85 |
| 4 | 7.89 | 0.13 | 8.02 | 39.49 | 0.95 | 40.44 | 48.46 | 47.01 | 53.66 | 2.27 | 55.93 |
| 5 | 9.07 | 0.15 | 9.22 | 45.36 | 1.09 | 46.45 | 55.67 | 54.00 | 61.64 | 2.27 | 63.91 |
| 6 | 9.84 | 0.17 | 10.01 | 49.36 | 1.19 | 50.55 | 60.56 | 58.74 | 67.05 | 2.27 | 69.32 |
| 7 | 10.53 | 0.18 | 10.71 | 52.64 | 1.26 | 53.90 | 64.61 | 62.67 | 71.54 | 2.27 | 73.81 |
| 8 | 11.14 | 0.19 | 11.33 | 55.95 | 1.34 | 57.29 | 68.62 | 66.56 | 75.98 | 2.27 | 78.25 |
| 9 | 11.82 | 0.20 | 12.02 | 59.27 | 1.42 | 60.69 | 72.71 | 70.53 | 80.51 | 2.27 | 82.78 |
| 10 | 12.47 | 0.21 | 12.68 | 62.56 | 1.50 | 64.06 | 76.74 | 74.44 | 84.98 | 2.27 | 87.25 |
| 11 | 13.14 | 0.22 | 13.36 | 65.88 | 1.58 | 67.46 | 80.82 | 78.40 | 89.50 | 2.27 | 91.77 |
| 12 | 13.78 | 0.23 | 14.01 | 69.16 | 1.66 | 70.82 | 84.83 | 82.29 | 93.94 | 2.27 | 96.21 |
| MULTI UNITS 2X | | | | | | | | | | | |
| 6 | 16.53 | 0.28 | 16.81 | 82.90 | 1.99 | 84.89 | 101.70 | 98.65 | 112.61 | 2.27 | 114.88 |
| 7 | 17.26 | 0.29 | 17.55 | 86.61 | 2.08 | 88.69 | 106.24 | 103.05 | 117.64 | 2.27 | 119.91 |
| 8 | 17.99 | 0.30 | 18.29 | 90.30 | 2.17 | 92.47 | 110.76 | 107.44 | 122.65 | 2.27 | 124.92 |
| 9 | 18.74 | 0.31 | 19.05 | 94.00 | 2.26 | 96.26 | 115.31 | 111.85 | 127.68 | 2.27 | 129.95 |
| 10 | 19.48 | 0.33 | 19.81 | 97.69 | 2.35 | 100.04 | 119.85 | 116.25 | 132.71 | 2.27 | 134.98 |
| 11 | 20.23 | 0.34 | 20.57 | 101.38 | 2.43 | 103.81 | 124.38 | 120.65 | 137.73 | 2.27 | 140.00 |
| 12 | 20.93 | 0.35 | 21.28 | 105.08 | 2.52 | 107.60 | 128.88 | 125.01 | 142.71 | 2.27 | 144.98 |
| ADD PER UNIT | | | | | | | | | | | |
| 1X | 1.12 | 0.02 | 1.14 | 5.58 | 0.13 | 5.71 | 6.85 | 6.64 | 7.58 | N/A | 7.58 |
| 2X | 1.68 | 0.03 | 1.71 | 8.36 | 0.20 | 8.56 | 10.27 | 9.96 | 11.37 | N/A | 11.37 |
| 3X | 2.21 | 0.04 | 2.25 | 11.16 | 0.27 | 11.43 | 13.68 | 13.27 | 15.15 | N/A | 15.15 |
| 4X | 2.74 | 0.05 | 2.79 | 13.96 | 0.34 | 14.30 | 17.09 | 16.58 | 18.93 | N/A | 18.93 |
| RENTAL | | | | | | | | | | | |
| 3 YARD | 3.94 | 0.07 | 4.01 | 19.72 | 0.47 | 20.19 | 24.20 | 23.47 | 26.79 | N/A | 26.79 |
| 1.5 YARD | 1.94 | 0.03 | 1.97 | 9.86 | 0.24 | 10.10 | 12.07 | 11.71 | 13.37 | N/A | 13.37 |
| COMMERCIAL 3YD | | | | | | | | | | | |
| 1X | 24.23 | 0.41 | 24.64 | 62.51 | 1.50 | 64.01 | 88.65 | 85.99 | 98.16 | 2.27 | 100.43 |
| 2X | 48.46 | 0.81 | 49.27 | 73.91 | 1.77 | 75.68 | 124.95 | 121.20 | 138.36 | 2.27 | 140.63 |
| 3X | 72.70 | 1.22 | 73.92 | 85.24 | 2.05 | 87.29 | 161.21 | 156.37 | 178.50 | 2.27 | 180.77 |
| 4X | 96.93 | 1.63 | 98.56 | 101.69 | 2.44 | 104.13 | 202.69 | 196.61 | 224.44 | 2.27 | 226.71 |
| 5X | 121.16 | 2.03 | 123.19 | 120.76 | 2.90 | 123.66 | 246.85 | 239.44 | 273.33 | 2.27 | 275.60 |
| 6X | 145.40 | 2.44 | 147.84 | 132.17 | 3.17 | 135.34 | 283.18 | 274.68 | 313.56 | 2.27 | 315.83 |
| COMMERCIAL 1.5YD | | | | | | | | | | | |
| 1X | 12.11 | 0.20 | 12.31 | 41.49 | 1.00 | 42.49 | 54.80 | 53.16 | 60.68 | 2.27 | 62.95 |
| 2X | 24.20 | 0.41 | 24.61 | 75.30 | 1.81 | 77.11 | 101.72 | 98.67 | 112.64 | 2.27 | 114.91 |
| 3X | 36.32 | 0.61 | 36.93 | 93.79 | 2.25 | 96.04 | 132.97 | 128.98 | 147.24 | 2.27 | 149.51 |
| 4X | 48.43 | 0.81 | 49.24 | 112.24 | 2.69 | 114.93 | 164.17 | 159.24 | 181.78 | 2.27 | 184.05 |
| 5X | 60.55 | 1.02 | 61.57 | 130.73 | 3.14 | 133.87 | 195.44 | 189.58 | 216.42 | 2.27 | 218.69 |
| 6X | 72.64 | 1.22 | 73.86 | 149.21 | 3.58 | 152.79 | 226.65 | 219.85 | 250.97 | 2.27 | 253.24 |
| MINIMUM COMMERCIAL | 5.45 | 0.09 | 5.54 | 27.71 | 0.67 | 28.38 | 33.92 | 32.90 | 37.56 | 2.27 | 39.83 |

EXHIBIT B

RATE INCREASE FORMULA

Each of the rates provided by this Agreement consists of an Operations Component and a Disposal Component.

The Operations Component includes the costs of collection of all Refuse, including Recyclable Materials and Green Waste for all customers described in SECTION III according to the terms set forth in this Agreement. Also included in the Operations Component are the costs to haul all Refuse, including Recyclable Materials, to the MRF and to haul all Green Waste to a disposal site.

The Disposal Component shall be based on the per ton costs incurred by Contractor for disposal and processing of all Refuse, including Recyclable Materials at the Contractor's MRF (which costs are defined on a per ton basis as the 'MRF Gate Fee') and for its disposal of Green Waste at a disposal site.

Rate Adjustment Formula

The Operations Component is to be adjusted in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for the immediately previous twelve month period (May through April) for All Urban Consumers in the Los Angeles/Anaheim/Riverside area, or an equivalent index approved by mutual agreement in the event the CPI as described above is no longer published.

The Disposal Component is to be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the MRF Gate Fee or the tipping fee for Green Waste. Contractor agrees it will not be entitled to any increase in the Disposal Cost Component due to an increase in the MRF Gate Fee other than due to the occurrence of one or more of the following, (1) an adjustment in the non-disposal portion of the MRF Gate Fee directly proportional to the percentage change in the CPI, as described above, and (2) an increase in the tipping fee for residue from the MRF at disposal sites used by Contractor location which complies with III. G.

Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary costs in the performance of the Agreement, Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request not be unreasonably withheld.

EXHIBIT C

SPECIAL INSURANCE ENDORSEMENT - CITY OF SOUTH PASADENA

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter thereto, or made a part thereof, it is agreed that the policy shall and does:

1. Include the City of South Pasadena (the "City") and its officers and employees as additional insureds in the policies described on the attached Certificate of Insurance as they may be held liable for injuries, death or damage to property arising out of or in connection with the contract, executed by the named insured and the City. It is further agreed, this policy shall be primary and noncontributing with any other insurance or self insurance program available to the City and includes a severability of interest clause; and
2. Provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds; and
3. Provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on this policy or any extension thereof; and
4. Provide that the additional insureds named herein shall not by any reason of being so named be considered a Member of any mutual insurance company for any purpose whatsoever; and
5. Provide that the provisions of the policy shall not be changed, canceled or otherwise terminated as to the interest of the additional insureds named herein without first giving thirty (30) days written notice thereof to the City Attorney of the City by certified mail, return receipt request, and addressed as follows:

City Attorney
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

This endorsement is effective _____, 20__ when signed below by an Authorized Representative of _____ and when issued to Agency shall be valid and form part of Policy(ies) No. _____ insuring _____ expiring on _____, and shall be in the same amount for the same coverage as the Policy(ies) to which is attached.

Insurer
By: _____

Name and Title
(Or Name Of Agent Or Broker)

Address
By: _____
Signature Of Authorized Representative

(If signed by other than insurer, proof of authority to bind insurer must accompany this form.)

ATTACHMENT 3
CalRecycle Corrective Action Plan

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STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

CORRECTIVE ACTION PLAN AND COMPLAINT FOR PENALTY
1476.SLCP.CAP.2023.3

Before: The State of California
 Department of Resources Recycling and Recovery
 1001 I Street
 Sacramento, CA 95814

In the Matter of: City of South Pasadena
 1414 Mission Street
 South Pasadena, CA 91030

BACKGROUND AND PURPOSE

1. The California Department of Resources Recycling and Recovery is hereinafter referred to as "CalRecycle."
- 1.1 CalRecycle, in consultation with the California Air Resources Board, adopted regulatory requirements, consistent with the mandate of Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), that are designed to achieve the organic waste reduction goals established in section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025. The purpose of these reductions is to further the statewide effort to reduce emissions of short-lived climate pollutants (SLCP), including methane. These SLCP regulations are referred to hereinafter as the "Regulations" and can be found at Title 14 California Code of Regulations (CCR) sections 18981.1 through 18998.4. Cities, counties, and special districts are responsible for implementing these Regulations in their communities starting January 1, 2022.
- 1.2 The City of South Pasadena is hereinafter referred to as "Jurisdiction." Jurisdiction is required to comply with the Regulations.
- 1.3 Jurisdiction is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year, which could result in significant administrative civil penalties under the Regulations.
- 1.4 Senate Bill 619 (Laird, Chapter 508, Statutes of 2021), through amendments to section 42652.5 of the Public Resources Code (PRC), created a mechanism called

a Notification of Intent to Comply through which a local jurisdiction may secure administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a Corrective Action Plan.

- 1.5 Under PRC section 42652.5(e), the Notification of Intent to Comply must include a description of proposed actions to remedy the violations, as well as a proposed schedule for those actions, that the Jurisdiction commits to undertake to remedy the violations.
- 1.6 The Notification of Intent to Comply is hereinafter referred to as "Notification."
- 1.7 For violations taking more than 180 days to correct, PRC section 42652.2 allows CalRecycle to determine, in its sole discretion, that violations identified in a Notification may be addressed through a Corrective Action Plan issued pursuant to 14 CCR section 18996.2.
- 1.8 The Corrective Action Plan is hereinafter referred to as "CAP."
- 1.9 For violations disclosed in the Notification approved by CalRecycle as meeting the requirements of PRC section 42652.5(e), CalRecycle shall waive administrative civil penalties during the 2022 calendar year if the Jurisdiction implements the proposed actions according to the approved Notification's schedule of actions and, as applicable, approved CAP schedule of actions.
- 1.10 For violations disclosed in the Notification that commence during the 2022 calendar year and continue into the 2023 calendar year, administrative civil penalties may begin accruing as of January 1, 2023. SB 619 provides administrative civil penalties accruing on and after January 1, 2023, shall be waived upon complete compliance with an approved CAP schedule of action.

DETERMINATION OF VIOLATIONS

2. As authorized by PRC section 42652.5(c), the Jurisdiction notified CalRecycle of its ongoing or anticipated violations of the Regulations and the PRC through a Notification submitted March 1, 2022.
- 2.1 CalRecycle reviewed the Jurisdiction's Notification, its description of the Jurisdiction's disclosed violations of the Regulations, and proposed actions and schedule for those actions to remedy those violations for compliance with PRC section 42652.5(e). CalRecycle approved the Notification's proposed actions and schedule of actions, as modified by this CAP.

2.2 The Jurisdiction's Notification identified the following violations of the Regulations as follows:

- 2.2.1 The Jurisdiction is and has been in violation of 14 CCR section 18984.2 in that since January 1, 2022, the Jurisdiction has not provided two-container organic waste collection service to all residential and commercial generators and/or has not included food scrap collection service in the two-container collection system provided to all residential and commercial generators.
- 2.2.2 The Jurisdiction is and has been in violation of 14 CCR section 18984.7 in that since January 1, 2022, the Jurisdiction has not distributed new containers meeting the container color requirements.
- 2.2.3 The Jurisdiction is and has been in violation of 14 CCR section 18984.8 in that since January 1, 2022, the Jurisdiction has not distributed new containers with proper container labeling.
- 2.2.4 The Jurisdiction is and has been in violation of 14 CCR section 18984.11 in that since January 1, 2022, the Jurisdiction has not verified each waived generator is eligible for a waiver.
- 2.2.5 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not provided education and outreach to organic waste generators that are provided an organic waste collection service, including self-haulers, or the information provided did not comply with the requirements.
- 2.2.6 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not translated educational materials into any non-English language spoken by a substantial number of the public provided organic waste collection services by the Jurisdiction.
- 2.2.7 The Jurisdiction is and has been in violation of 14 CCR section 18993.1 in that since January 1, 2022, the Jurisdiction has not procured recovered organic waste products to meet or exceed its current annual recovered organic waste product procurement target.
- 2.2.8 The Jurisdiction is and has been in violation of 14 CCR section 18993.2 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.
- 2.2.9 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not procured paper products, and printing and writing paper, consistent with the requirements of sections 22150-22154 of the Public Contract Code.
- 2.2.10 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not required all businesses from whom it purchases paper products and printing and writing paper to comply with the requirements of that section.

2.2.11 The Jurisdiction is and has been in violation of 14 CCR section 18993.4 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.3 CalRecycle accepted the Jurisdiction's self-reported Notification and characterization of its violations therein. CalRecycle has not undertaken a compliance review of Jurisdiction, and thus CalRecycle's approval of the Notification or this CAP should not be taken as an indication that Jurisdiction is in full compliance with Regulations in other respects. CalRecycle will be undertaking a compliance review of all jurisdictions in the future.

SCHEDULE FOR COMPLIANCE

3. Based on the foregoing DETERMINATION OF VIOLATIONS, CalRecycle finds that:
- a. The Jurisdiction worked with CalRecycle to develop this CAP, which includes schedule of actions necessary for the Jurisdiction to achieve address the violations disclosed in the Notification and described in Section 2 (Determination of Violations) above.
 - b. CalRecycle hereby approves and issues this CAP pursuant to PRC section 42652.5(c)-(e) and Title 14 CCR section 18996.2.
 - c. The Jurisdiction will fully implement the programs identified in this CAP by the dates provided in the Section 3.2 below.
 - d. CalRecycle will monitor the Jurisdiction's continued implementation of the programs identified in the CAP from March 29, 2023 through March 1, 2024 ("the oversight period") to assure implementation is complete and timely. The oversight period may be extended at the discretion of CalRecycle if any extensions to the Schedule are granted as described below in Sections 4.4 and 4.5.
 - e. During the oversight period, the Jurisdiction will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the Jurisdiction is making on remedying the violations described above.
 - f. During the oversight period, the Jurisdiction will provide bimonthly status reports to CalRecycle:

Report Cycle

Report 1: May 31, 2023, covering March 1, 2023 – April 30, 2023

Report 3: July 31, 2023, covering May 1, 2023 – June 30, 2023

Report 4: September 30, 2023, covering July 1, 2023 – August 31, 2023

Report 5: November 30, 2023, covering September 1, 2023 – October 31, 2023

Report 6: January 31, 2024, covering November 1, 2023 – December 31, 2023

Report 7: March 31, 2024, covering January 1, 2024 – March 1, 2024

- g. The status reports are to be used to document the status and work completed for each of the identified tasks in the CAP. For each task in the CAP, the Jurisdiction will explain the status of the task, specifying what actions have been taken to complete the task.
- h. If the work has been delayed or has not been completed, the Jurisdiction will explain the reason(s) for the delay/incompletion. The Jurisdiction will also attach any previously submitted extension requests made pursuant to section 4.4 of this CAP and any extensions granted pursuant to section 4.5 of this CAP, using additional sheets as necessary for the report. CalRecycle may consider the explanation in deciding whether to allow the Jurisdiction to continue to operate under the Notification and CAP or to revoke approval of the Notification and CAP pursuant to PRC section 42652.5(d).
- i. During the oversight period, the Jurisdiction will meet with CalRecycle telephonically or via other remote electronic means (such as Teams or Zoom) bimonthly to provide interim progress updates on the following schedule:

Meeting Cycle

- Meeting 1: During April 2023
- Meeting 2: During June 2023
- Meeting 3: During August 2023
- Meeting 4: During October 2023
- Meeting 5: During December 2023
- Meeting 6: During February 2024

- j. The status meetings are to be used to discuss the most recent status report and to discuss interim progress made by the Jurisdiction on each of the identified tasks in the CAP.
- k. Prior to the close of the oversight period, CalRecycle may undertake a compliance review or field visit to supplement other status reporting.
- l. At any time prior to the conclusion of the oversight period, if CalRecycle determines the Jurisdiction has failed to implement the programs identified in the Notification and CAP, has failed to participate in status reporting during the oversight period, has substantially misrepresented its progress in status reporting, or has substantially failed to make interim progress on Tasks set out in Section 3.2 for four consecutive reporting periods, CalRecycle may immediately issue a notice revoking its approval of the Notification and CAP and indicating its intent to impose penalties as provided in PRC section 42652.5. Title 14 CCR sections 18997.3, 18997.5, and 18997.6 and PRC section 42652.5 governs the process and considerations CalRecycle will utilize in calculating and assessing administrative civil penalties against the Jurisdiction, which may be up to \$10,000 per day per violation.

3.1 Based on the foregoing DETERMINATION OF VIOLATIONS, it is hereby ordered that the Jurisdiction will implement the actions described below in accordance with

the compliance deadlines contained in the schedule of actions to remedy violations as set forth in Section 3.2 below.

3.2 Schedule and Program of Actions

Section 18984.2 Two-Container Organic Waste Collection Services

The Jurisdiction will provide two-container collection service to all residential and commercial generators.

| Task # | Description | Target Completion Date |
|---------------|---|------------------------|
| TASK 1 | The Jurisdiction will amend its franchise agreement with its organic waste collection service provider. | 3/1/2024 |
| TASK 2 | The Jurisdiction will provide two-container waste collection service to all residential and commercial customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators. | 3/1/2024 |

Section 18984.7 Container Color Requirements

The Jurisdiction will distribute new containers meeting the container color requirements.

| Task # | Description | Target Completion Date |
|---------------|---|------------------------|
| TASK 3 | The Jurisdiction will identify compliant containers and funding to purchase the containers. | 3/1/2024 |
| TASK 4 | Since new containers need to be purchased, the Jurisdiction will require and verify the hauler will provide containers for collection services to generators that comply with the container color requirements specified in Article 3 of the Regulations. | 3/1/2024 |
| Task 5 | The Jurisdiction will deploy containers to all residential and commercial generators. | 3/1/2024 |

Section 18984.8 Container Labeling Requirements

The Jurisdiction will distribute new containers with proper container labeling.

| Task # | Description | Target Completion Date |
|--------|-------------|------------------------|
|--------|-------------|------------------------|

| | | |
|---------------|--|----------|
| TASK 6 | The Jurisdiction will develop labeling or use model labeling provided by CalRecycle for use on containers. <ol style="list-style-type: none"> 1. Labels on containers must include language or graphic images or both indicating the primary materials accepted and the primary materials prohibited in that container, OR 2. Containers must include imprinted text or graphic images indicating the primary materials accepted and the primary materials prohibited in that container. | 3/1/2024 |
| TASK 7 | The Jurisdiction will require and verify the hauler will label each new container or lid provided to generators. <ul style="list-style-type: none"> • Labels will be consistent with the applicable container collection requirements specifying what materials are allowed to be placed in each container. | 3/1/2024 |

Section 18984.11 Waivers

The Jurisdiction will verify each waived generator is eligible for a waiver.

| Task # | Description | Target Completion Date |
|----------------|---|-------------------------------|
| TASK 8 | The Jurisdiction will update requirements for waiver eligibility. | 9/1/2023 |
| TASK 9 | The Jurisdiction will establish a procedure for verifying eligibility for waivers and granting waivers. | 1/1/2024 |
| TASK 10 | The Jurisdiction will grant waivers and begin recordkeeping. | 3/1/2024 |

Section 18985.1 Organic Waste Recovery Education and Outreach

The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators.

| Task # | Description | Target Completion Date |
|----------------|---|-------------------------------|
| TASK 11 | The Jurisdiction will contract with a designee to implement education and outreach requirements. | 3/1/2024 |
| TASK 12 | The Jurisdiction will provide organic waste recovery education and outreach to residential and commercial generators. <ul style="list-style-type: none"> • Information on the organic waste generator's requirements to properly separate materials in appropriate containers pursuant to Chapter 12 of the Regulations. | 3/1/2024 |

| | | |
|----------------|---|----------|
| | <ul style="list-style-type: none"> • Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste. • Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses. • Information regarding how to recover organic waste and a list of approved haulers. • Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste. • Information regarding programs for the donation of edible food. • If a jurisdiction allows generators subject to its authority to self-haul organic waste pursuant to Section 18988.1, information regarding self-hauling requirements will be included in education and outreach material. | |
| TASK 13 | The Jurisdiction will post the education information on its website and update as needed. The information will be specific to the Jurisdiction's residential and commercial programs, provide compliance options, contact information for the franchise hauler, edible food recovery programs. | 3/1/2024 |
| TASK 14 | The Jurisdiction will require and verify the hauler will post and maintain organic waste recovery information and edible food donation program information on its website. | 3/1/2024 |
| TASK 15 | The Jurisdiction will send letters to covered residential and commercial generators providing organic waste recovery information. | 3/1/2024 |
| TASK 16 | The Jurisdiction will mail a program flyer/brochure/letter to all residential and commercial generators to provide education on organics and explain the Jurisdiction's program including types of organic materials accepted and the franchise hauler's contact information. | 3/1/2024 |
| TASK 17 | The Jurisdiction will conduct community meetings with residential generators. | 3/1/2024 |
| TASK 18 | The Jurisdiction will host workshops with commercial generators, targeting the following organizations: Homeowner Associations and Chamber of Commerce. | 3/1/2024 |

| | | |
|----------------|---|----------|
| TASK 19 | The Jurisdiction will provide outreach and education to organic waste generators that are provided organic waste collection services or self-haul within the Jurisdiction, that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11 and 18984.12 (a) and (c). (Note: A jurisdiction may still have a separate obligation under the Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) laws—Public Resources Code (PRC) Sections 42649.3 (d) and 42649.82 (d)(1)(C)—that is separate and independent of SB 1383, the SB 1383 Regulations, and this plan.) | 3/1/2024 |
|----------------|---|----------|

The Jurisdiction will translate educational materials into any non-English language spoken by a substantial number of the public with organic waste collection services provided by the Jurisdiction.

| Task # | Description | Target Completion Date |
|----------------|---|-------------------------------|
| TASK 20 | The Jurisdiction will identify the non-English languages spoken by a substantial number of the public. | 3/1/2024 |
| TASK 21 | The Jurisdiction/its designee will translate the following educational materials: website, flyers, and letters. | 3/1/2024 |
| TASK 22 | The Jurisdiction will post the translated educational materials. | 3/1/2024 |

Section 18993.1 Recovered Organic Waste Product Procurement Target

The Jurisdiction will procure organic waste products to meet its procurement target.

| Task # | Description | Target Completion Date |
|----------------|--|-------------------------------|
| TASK 23 | <p>The Jurisdiction will annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target by one or both of the following:</p> <ul style="list-style-type: none"> • Directly procuring recovered organic waste products for use or giveaway. • Requiring, through a written contract or agreement, that a direct service provider to the Jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the Jurisdiction. | 12/31/2023 |
| TASK 24 | The Jurisdiction will identify additional procurement opportunities within its departments and divisions for expanding the use of recovered organic waste products. | 12/31/2023 |

| | | |
|--------------------|---|------------|
| TASK 25 | The Jurisdiction will meet regulatory procurement targets established by CalRecycle pursuant to 14 CCR section 18993.1; enforcement of this provision by CalRecycle will be consistent with the legislative directives in PRC section 42652.5 (a)(5)(B) and 42652.6, as amended in AB 1985 (R. Rivas, Chapter 344, Statutes of 2022). | 12/31/2023 |
|--------------------|---|------------|

Section 18993.2 Recordkeeping Requirements for Recovered Organic Waste Procurement Target

The Jurisdiction will establish recordkeeping related to recovered organic waste procurement.

| Task # | Description | Target Completion Date |
|--------------------|---|-------------------------------|
| TASK 26 | <p>The Jurisdiction will include all documents supporting compliance with Article 12 of the Regulations in the implementation record including, but not limited to, the following:</p> <ul style="list-style-type: none"> • A description of how the Jurisdiction will comply with the requirements of Article 12 of the Regulations. • The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied. • All invoices or similar records evidencing all procurement. • If including procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of section 18993.1(a), the Jurisdiction will include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the Jurisdiction including invoices or similar records evidencing procurement. • If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in section 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the Jurisdiction, attesting to the following for the applicable procurement compliance year: <ul style="list-style-type: none"> • (A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1); • (B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and • (C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal. • If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of | 3/1/2024 |

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| | <p>Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) will be provided to the Jurisdiction. The certification will be furnished under penalty of perjury in a form and manner determined by the Jurisdiction.</p> <ul style="list-style-type: none"> • If the Jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(j), the Jurisdiction will include records evidencing the 6 total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period. • For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the Jurisdiction has adopted requiring that mulch procured by the Jurisdiction, or a direct service provider meets the land application standards specified in Section 18993.1. | |
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Section 18993.3 Recycled Content Paper Procurement Requirements

The Jurisdiction will procure paper products, and printing and writing paper, consistent with the Requirements.

| Task # | Description | Target Completion Date |
|----------------|--|------------------------|
| TASK 27 | The Jurisdiction will research and identify vendors with paper products meeting the requirements of sections 22150-22154 of the Public Contract Code and ensure paper products and printing and writing paper is eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations (CFR) Section 260.12. | 3/1/2024 |
| TASK 28 | The Jurisdiction will procure paper products and printing and writing paper meeting the Requirements. | 3/1/2024 |
| TASK 29 | <p>The Jurisdiction will require all businesses from whom the Jurisdiction purchases paper products and printing and writing paper to certify in writing:</p> <ul style="list-style-type: none"> • The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the Jurisdiction. <ul style="list-style-type: none"> ○ The Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be | 3/1/2024 |

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| | <p>verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.</p> <p>That the paper products and printing and writing paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.</p> | |
|--|---|--|

Section 18993.4 Recordkeeping Requirements for Recycled Content Paper Procurement

The Jurisdiction will establish recordkeeping related to recycled content paper procurement.

| Task # | Description | Target Completion Date |
|----------------|--|-------------------------------|
| TASK 30 | The Jurisdiction will establish a system for tracking purchases for recordkeeping and reporting. | 3/1/2024 |
| TASK 31 | <p>The Jurisdiction will begin tracking and compiling documentation, including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases. 2. Copies of all certifications or other verification required. | 3/1/2024 |

COMPLIANCE REVIEW, ENFORCEMENT, AND RELEASE

4. **Communications**. All approvals and decisions of CalRecycle regarding notifications will be communicated to the Jurisdiction in writing by the Branch Chief, Jurisdiction and Agency Compliance and Enforcement Branch, Waste Permitting, Compliance and Mitigation Division, or the Branch Chief’s designee. No formal advice, guidance, suggestions, or comments by CalRecycle regarding reports, plans, specifications, schedules, or any other writings by Jurisdiction shall be construed to relieve the Jurisdiction of the obligation to obtain such formal approvals as may be required.
- 4.1 **Submittal**. All reporting from the Jurisdiction described in section 3 (Schedule for Compliance), paragraph 3.f, shall be submitted through an online portal or compliance module developed by CalRecycle with instructions provided to Jurisdiction. All other communications from the Jurisdiction according to this CAP shall be sent in writing electronically to:

Apollo Fradany
 apollo.fradany@calrecycle.ca.gov

- 4.2 Compliance Review. At the end of the oversight period or at any time deemed appropriate by CalRecycle, CalRecycle will meet with the Jurisdiction to assess the Jurisdiction's CAP implementation efforts and to determine whether or not the Jurisdiction has timely complied with all commitments in all sections of this CAP. If requested by the Jurisdiction, CalRecycle has discretion to issue notice of a hearing at any time upon its staff's recommendation that the Jurisdiction has completed the conditions of the CAP. In accordance with PRC section 42652.5, failure to implement programs and or comply with all sections of the CAP at any time may result in CalRecycle's revocation of its approval of the Notification and CAP and imposition of administrative civil penalties retroactively to the date of violation in 2022, for administrative civil penalties accruing in 2023, and for administrative civil penalties accruing during any other additional time covered by the Notification and CAP. These potentially applicable penalties are described in Section 5.0 of this CAP.
- 4.3 CalRecycle Review and Approval: If CalRecycle determines that any report, plan, schedule, or other document submitted for approval pursuant to this CAP fails to comply with the Notification as amended by this CAP or fails to achieve successful implementation of the Regulations, CalRecycle may:
- a. Amend the CAP as appropriate to remedy the violations of the Regulations expeditiously, and/or
 - b. Serve a notice that CalRecycle will revoke approval of the Notification and consider the imposition of penalties in accordance with Title 14 CCR sections 18997.3, 18997.5, and 18997.6.
- 4.4 Extension Request and Other Task Modification Requests: If the Jurisdiction determines that it will be unable to perform any activity or submit any document within the time required under this CAP, the Jurisdiction may, as far in advance of the due date as possible, request an extension of time in writing. The extension request shall include a justification for the delay. If the Jurisdiction finds that a task required by this CAP in Section 3.1 is not feasible, despite the Jurisdiction's best and substantial efforts, the Jurisdiction may propose an alternative task that is substantially similar or equally effective to the original task, subject to the approval of CalRecycle. The modification request shall include an explanation of the infeasibility, an explanation of how the alternative task is substantially similar or equally effective, and a justification for any extension of time associated with the change.
- 4.5 Extension and Other Task Modification Approvals: If CalRecycle determines that good cause exists for an extension, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule. If CalRecycle determines that good cause exists for the change in task because the original task is infeasible and the alternative task is substantially similar or equally effective, it will grant an approval

and extension as appropriate and specify in writing the new task; additionally, if CalRecycle determines that good cause exists for any extension associated with the change in task, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule.

- 4.6 Compliance with Applicable Laws: The Jurisdiction shall carry out this CAP in compliance with all Local, State, and Federal requirements, including but not limited to requirements to obtain necessary permits.
- 4.7 Liability: Nothing in this CAP shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of the Jurisdiction, including for violations of the Regulations that were not disclosed in the Notification and any violations of the Regulations that the Jurisdiction fails to remedy notwithstanding commitments in the Notification and this CAP.
- 4.8 Government Liabilities: The State of California and CalRecycle shall not be liable for injuries or damages to persons or property resulting from acts or omissions in carrying out activities pursuant to this CAP, nor shall the State of California be held as a party to any contract entered into by the Jurisdiction or its agents in carrying out activities pursuant to the CAP. The Jurisdiction shall indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this CAP.
- 4.9 Parties Bound: This CAP shall apply to and be binding upon the Jurisdiction and upon CalRecycle and any successor agency (regional agency, etc.) that may have responsibility for, and the authority over, the subject matter of this CAP.

PENALTY

5. Penalties, if any, shall be assessed and calculated in accordance with the provisions of PRC 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Penalties shall be calculated based on the factors set out in section 18997.3 and may be as much as \$10,000 per day per violation for the duration of the violation(s).
- 5.1 Penalty Procedures. Penalty, if any, shall be imposed in accordance with the procedures and methodology set out in PRC section 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Regulatory violations that are considered “minor,” meaning they involve violations constituting minimal deviation from regulations, shall be subject to penalties of no less than five hundred dollars (\$500) per violation and no more than four thousand dollars (\$4,000) per violation per day; “moderate” violations are subject to no less than four thousand dollars (\$4,000) per

violation and shall be no more than seven thousand five hundred dollars (\$7,500) per violation per day; and “major” violations, are subject to penalties no less than seven thousand five hundred dollars (\$7,500) per violation per day and no more than ten thousand dollars (\$10,000) per violation per day. The following types of deviations are deemed to be “major” under the regulations for the purposes of assessing penalties:

- a. Failure to have any ordinance or similarly enforceable mechanism for organic waste disposal reduction and edible food recovery.
- b. Failure to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements the Regulations.
- c. Failure to have an edible food recovery program.
- d. Failure to have any Implementation Record.
- e. Implementation or enforcement of an ordinance, policy, procedure, condition, or initiative that is prohibited under Title 14 CCR sections 18990.1 or 18990.2.
- f. Failure to submit the reports required in Title 14 CCR sections 18994.1 and 18994.2.

EFFECTIVE DATE

6. Issuance. This Corrective Action Plan is final and effective from the date of issuance.

6.1 Date of Issuance March 29, 2023

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

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ATTACHMENT 4
Table of Athens' Proposed Options for
SB1383 Compliance

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Athens SB1383 Proposals (3 Options)

All options will provide all SB1383 compliance programs for the entire city including:

1. Collection, transportation, and full processing of source separated organics
2. Quarterly contamination monitoring of organics containers (lid flipping)
3. Quarterly outreach & education (visits by Recycling Coordinators, newsletters, contamination follow-up)
4. Commercial account food recovery support (work with qualified commercial accounts to recover & distribute edible food)
5. Quarterly waste stream analysis (waste characterizations of different waste streams in the city)
6. Procurement support (assist City with requirement of procuring & using compost and reusable natural gas)
7. Data management & reporting of all SB1383 programs (City interface with Athens web based system, Cal Recycle reporting)

| | |
|---|---|
| BYS = Backyard Service HTS = Hard to Service RCNG = Renewable Compressed Natural Gas MRF = Material Recovery Facility AO = American Organics (Athens' organics processing facility) | Mixed Waste = Landfill Waste + Recyclables Organics = Green Waste + Food Scraps Bin = Dumpster Barrel = Rolling Cart |
|---|---|

| Options | Residential Rate | Hard-to-Service Areas | Residential Barrels | Commercial + Multifamily Rate | Organic Waste Rate for Bin Customers | Annual Rate Adjustment | Length of Contract Term | Fleet | Operations & Processing | Bus Stop Barrel Pick-up & City Garage Sweeping Service |
|---|--|--|---|---|--|---|--|--|---|---|
| (1) Leave BYS as is for all - 7 year contract | 14.00% rate adjustment + annual rate adjustment | No changes | Will need to provide new residential barrels; cost not included in rate. | 14.00% rate adjustment + annual rate adjustment | Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates. | Regular CPI annual rate adjustment on July 1 (no changes) | 7 year rolling term (no changes) | Fleet does not change: *8 unleased gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) | No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost | No changes |
| (2) Leave BYS as is for all - 10 year contract | Freeze current rate of \$52.53 through June 2024 | No changes | Will need to provide new residential barrels; cost not included in rate. | Institute a 2-year phase in of 20% extraordinary rate adjustment: *July 1, 2023 = 10% + annual rate adjustment *July 1, 2024 = 10% + annual rate adjustment | Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates. | Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential | Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025. | Fleet does not change: *8 unleased gasoline pick-up trucks *2 RCNG front loader trucks (aka mother trucks) Provide a "pilot program" with an electric BYS truck if & as soon as the proper technology becomes available | No changes: *1 pass per resident with both mixed waste and organics being placed into same BYS truck No changes: *Mixed waste processed for recyclables at MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost | No additional charge to the City (savings of over \$40K per year) |
| (3) Change BYS to Curbside for most - 10 year contract | Curbside: Rate of \$31.00 BYS (HTS Areas): Rate of \$101.00 Freeze rates through June 2024 | HTS Areas = must remain BYS, cannot switch to Curbside because streets are too narrow for larger vehicles and/or high quantity of barrels is not feasible for Curbside Affects approx. 700 residential accounts + 60 multifamily accounts | Curbside: Residents will receive 3 new 64 gallon barrels (black for trash, blue for recyclables, green for organics); cost included in rate. BYS (HTS Areas): Will need to provide new residential barrels; cost not included in rate. | Institute a 2-year phase in of 30% extraordinary rate adjustment: *July 1, 2023 = 15% + annual rate adjustment *July 1, 2024 = 15% + annual rate adjustment | Athens will provide organic containers (30 gallon or 60 gallon barrel) discounted at 15% below the current "pay-as-you-throw" rates. | Modify the annual rate adjustment from "CPI" to "Trash CPI + 1%" No annual rate adjustment until July 2024 for residential | Increase to 10 year rolling term Automatically renew rolling term during phase-in period (July 2023 - June 2025). Regular term renewal begins July 2025. | Curbside fleet: *3 RCNG side loader trucks BYS (HTS Areas) fleet: *2 unleased gasoline pick-up trucks *1 RCNG front loader truck (aka mother truck) | Curbside: *Change from 1 pass with BYS truck to 3 passes with side loader trucks (1 pass for each waste stream: trash, recyclables, organics) BYS (HTS Areas): *Change from the current 1-pass BYS collection (collecting mixed waste + organics with 1 BYS truck trip) to 2-pass BYS collection (collecting trash, recyclables, organics with 2 BYS truck trips) *Trash is transferred at a MRF and transported to a landfill for disposal *Recyclables are processed at a MRF *Organics are transferred at a MRF and transported to AO for organics processing into compost | No additional charge to the City (savings of over \$40K per year) |

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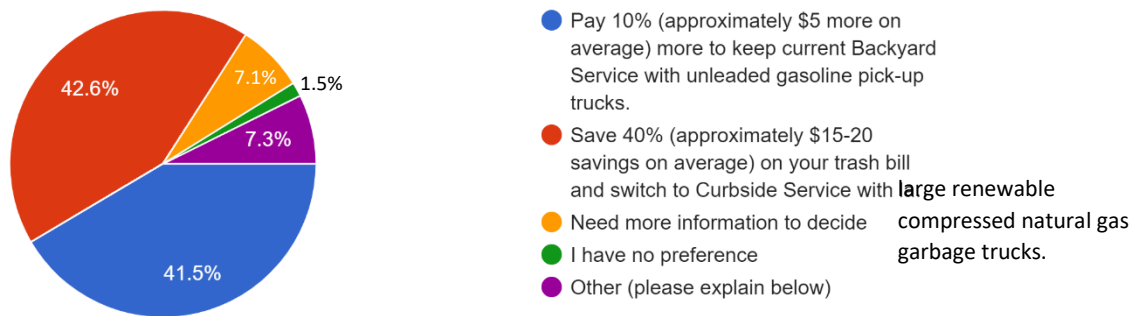
ATTACHMENT 5
Community Outreach Survey Results

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Waste Collection Survey Results

465 responses

1. Currently, the City of South Pasadena utilizes Backyard Service for residential waste collection, where an unleaded gasoline pick-up truck goes up your driveway and collects your waste containers from your backyard or similar location. Other cities utilize Curbside Service, where residents wheel their barrels out to their curb to be collected by a large renewable compressed natural gas (RCNG) garbage truck. Which waste collection service would you prefer?

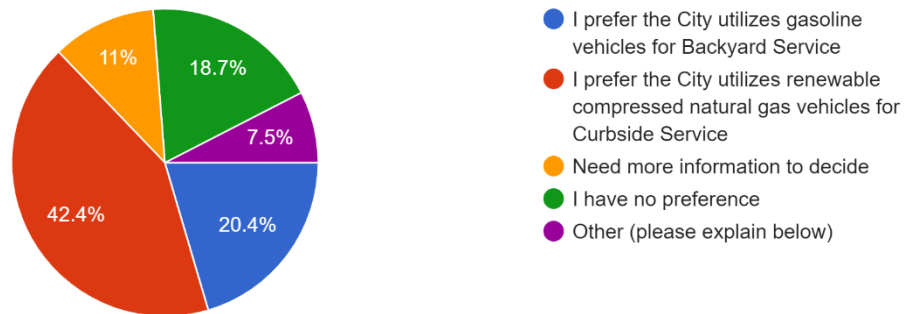


Other responses (summarized):

- Curbside causes a lot of arguments between neighbors. City of LA has a trash can court to deal with these conflicts.
- Busy, narrow residential streets like Meridian Avenue, with speeding traffic will increase road rage as the trucks are blocking the streets.
- Curbside service uses fewer cans, but they are all out in the street for several days.
- Trashcans at the curb are unsightly and take away parking space.
- Large trucks damage our neighborhood streets and trash spews out from the dumping onto the streets.
- The open bed trucks drive through the streets and trash blows out of the back and litters streets throughout South Pasadena.
- Use small zero emission electric motor trucks instead of gasoline or natural gas.
- Not possible to do curbside in narrow streets in the hills. What about streets with low hanging trees?
- Elderly and disabled cannot haul bins to the curb and back. Residents living in ADUs and long driveways cannot haul bins to the curb and back.
- Request more information on 'renewable compressed natural gas (RCNG), who supplies containers, street parking restrictions, etc. Need more information to choose.

- What do people do who have schools on their block? We already have problem of noise pollution from large trash trucks at schools at 7AM
- We have a wide driveway (enough to fit 2 small cars) but only keep one in driveway. Athens refuses to pick up from our driveway because there is 1 car in the driveway. They are asking us to bring bins to the curb. We are well and able to do that but it's not ok to pay for a premium service and not get that (more than double what we were paying in LA)
- My garbage cans are located in the alley. How would this impact my service?

2. Do you have a preference whether the City utilizes gasoline vehicles for Backyard Service versus renewable compressed natural gas vehicles for Curbside Service?



Other responses (summarized):

- Prefer biofuel or full on hybrid/electric. Natural gas only sounds environmentally conscious while in fact is not a sustainable alternative.
- Is there a net climate change difference between the two? Both emit greenhouse gases. If no climate change difference, prefer to pay more for convenience.
- Prefer electric vehicles be used for either backyard or curbside service.
- Have the gasoline vehicles for backyard service converted to all electric.
- Keep backyard service and use renewable energy/update to natural gas.
- Prefer electric. If electric is not possible, CNG is better than gas.
- This is important but shouldn't be the sole determination.
- Prefer whichever is least expensive.
- Request more information on 'renewable compressed natural gas (RCNG) such as where the renewable compressed natural gas supply comes from. What is the source of the renewable natural gas (landfill, livestock, wastewater treatment, etc)?

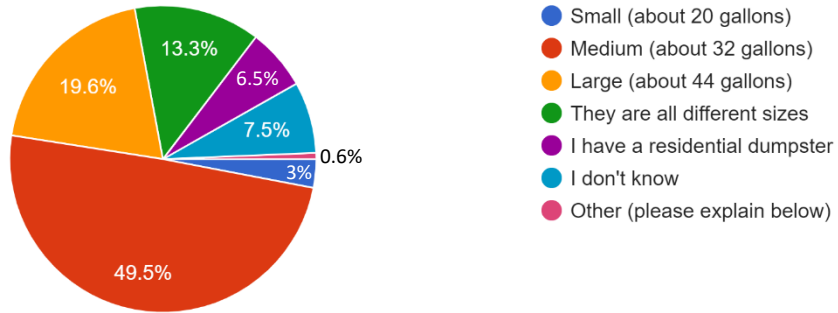
3. Do you currently move your trash containers on trash day?



Other responses (summarized):

- They are in an accessible place on the side of my driveway, where I don't need to move them or our cars for pickup.
- Trashcans live in a space on the alley, where they are picked up. I don't move them, but they are accessible anyhow.
- Cans are stored at the top of a long driveway. It would be very hard to move them to the street, plus there is no room in the street for them to stage. It's a cul-de-sac with numerous driveways.
- Trash containers are housed in an enclosure, specially built to keep them from being an eyesore. Athens picks them up from the enclosure.
- I move them 3 feet so that gate doesn't need to be opened.
- Everyone on our block drags trash bins to driveway between house and sidewalk
- Extra containers moved occasionally.
- I have a residential dumpster that Athens moves for me.
- Sometimes they are moved, sometimes not.
- Containers are moved to avoid damage and mess caused by Athens.

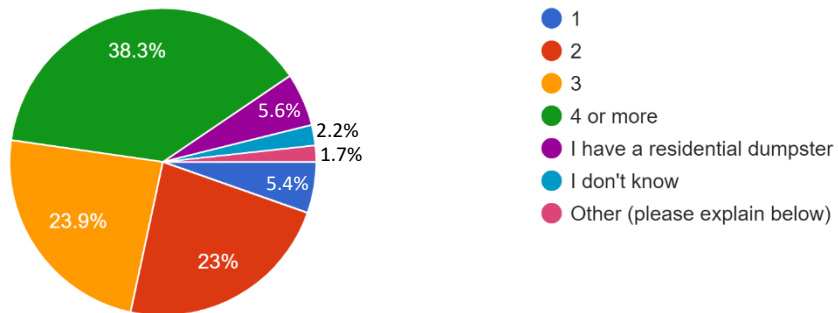
4. How large are your current trash containers?



Other responses (summarized):

- Residents have different size containers for different waste (ex: large for yard waste, medium for landfill).

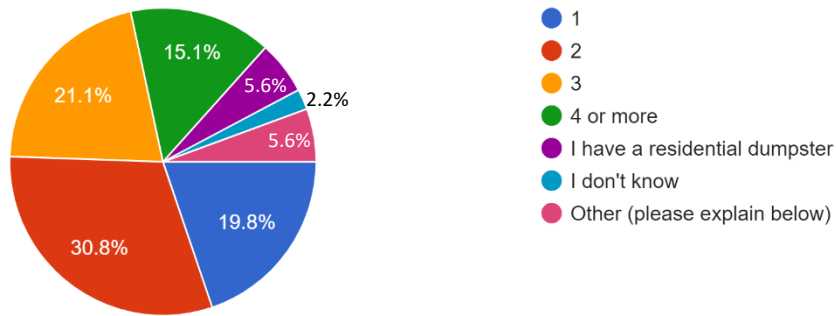
5. How many containers do you currently have for mixed waste (trash and recyclables)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- Don't always use all the containers.
- Some containers are shared with neighbors.

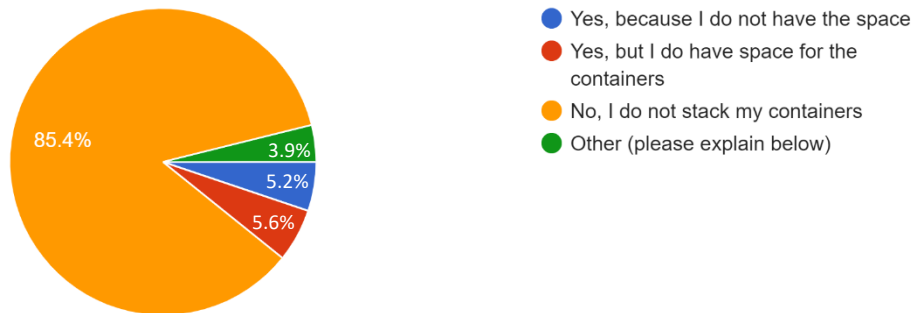
6. How many containers do you currently have for yard waste (tree trimmings and now, organic waste)?



Other responses (summarized):

- Varies weekly depending on how much waste there is.
- I don't have designated cans. Use as many as I need depending on the week.
- Zero. Don't separate yard waste because it is so minimal.
- Don't always use all the containers.
- Some containers are shared with neighbors.

7. Do you stack your containers when not in use?



Other responses (summarized):

- Sometimes yes, sometimes no.
- I have a dumpster.
- The containers have wheels and are not stackable.

8. Do you have any other comments or concerns regarding your current Backyard Waste Collection service that you would like to share?

Pro Curbside Comments (summarized)

- The amount of trash on the street on trash day that inevitably results from BYS. It (and especially plastic bags) flies out of the small trucks used to provide BYS.
- They park the huge truck in one place all day, spewing noise and exhaust into our homes. It is a terrible waste of gas to have all these little trucks everywhere.
- Backyard service is expensive and not used since residents move their containers anyway.
- Prefer curbside service because it is more environmentally friendly and less intrusive.
- With larger bins and curbside pickup, I would cancel my residential 1.5 yard dumpster. The bins for backyard service are too small. We need larger bins and curbside service.
- Backyard service is already too expensive.

Pro Backyard Comments (summarized)

- There is no sidewalk or curb space in some areas. Steep driveways and elderly - curbside will not work for everyone.
- It would be a blight to have cans lingering out on the streets all of the time and will inevitably lead to conflicts between neighbors.
- Backyard service keeps South Pasadena beautiful and more peaceful between neighbors.
- Containers on the street will cause parking issues and traffic.
- The small trucks are much less intrusive and don't spill trash all over our streets like the big automatic ones do.
- BYS trucks are quieter.
- Backyard collection keeps coyotes away.
- Please keep backyard waste collection. I would pay anything to keep that service regardless of vehicles used.
- Keep backyard service, but make it environmentally friendly.
- Curbside would cause people to rummage through the trash when it is on the curb.

General Comments (summarized)

- Drivers complain that trashcans are too heavy and do not pick up the trash.
- More education is requested for sorting waste.
- Many complaints about trash service in general including not picking up “overweight” containers, tossing containers and damaging them, trash being left behind, trash flying off the trucks, drivers not actually going in the backyard to pick up trash, damage property (walls, sprinklers, etc.), etc. No uniformity – every driver does things differently. However, there were a few compliments on service as well.

- Concerns that recyclables do not get recycled and that food waste is not composted.
- Who will provide the new trash containers? This information is important in deciding which option is better.
- Supportive of a 3-container system.
- Concern over only two options. Would prefer backyard, but with electric or renewable fuel.
- This should be discussed more fully with residents and with more information. Will there be an open meeting on this so we can ask questions at such a meeting?
- There should be recycling options in all apartment complexes.
- If switching to curbside, there should be even greater savings.
- What are the comparative environmental effects of the two types of vehicles for South Pasadena specifically?
- Are the comparative prices fixed, or is that 40% savings actually just a loss-leader that will evaporate over time?

Food Waste Comments (summarized)

- Claims that Athens puts everything together in their trucks anyway.
- Need method of separating green waste for those who have a residential dumpster or live in apartment buildings.
- Allow use of compostable bags for organic waste to help with the smell.
- Organic waste separation is inconvenient to a point of not wanting to comply.
- I would pay extra if the city, or Athens, provided me with an organic waste container.
- I'm concerned about rodents and the spread of disease as well and foul smell from composting food waste in the yard waste bin.

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