



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**SPECIAL MEETING
CLOSED SESSION**

WEDNESDAY, OCTOBER 18, 2023, 6:00 P.M.

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 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 and the teleconference location. 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 – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030 and the teleconference location.
- 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>; 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. 901 Bonita Drive, APN 5310-020-903
- i. 1037 & 1039 Grevelia Avenue, APN 5315-012-903
- j. 808 Valley View Road, APN 5310-020-901
- k. 822 Valley View Road, APN 5310-020-902
- l. 216 Fairview Avenue
- m. 217 Fremont Avenue, APN 5317-012-901
- n. 225 Fremont Avenue, APN 5317-012-902
- o. 1131 Columbia Street, APN 5317-012-900
- p. 1707 Meridian Avenue, APN 5310-031-903
- q. 1008 Hope and 1002 and 726 Meridian, APN 5315-013-906

Agency Negotiator: Arminé Chaparyan, City Manager

Negotiating Party: California Department of Transportation

Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

- 1. *City of South Pasadena, et al. vs California Department of Transportation, et al.* (LASC Case No. 21STCP01779)

C. CONFERENCE WITH LEGAL COUNSEL: LIABILITY CLAIMS

(Government Code Section 54956.9(d)(2))

Claimant: Kevin Hill

Agency Claimed Against: City of South Pasadena

Claimant: Justin Furtado

Agency Claimed Against: City of South Pasadena

Claimant: Owen Snider

Agency Claimed Against: City of South Pasadena

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **October 18, 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.*

10/12/2023

/S/

Date

Mark Perez, Deputy City Clerk



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**REGULAR MEETING
WEDNESDAY, OCTOBER 18, 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

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- 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.
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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. 2023 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS UPDATE****4. PROCLAMATION DECLARING OCTOBER 2023 AS “COMMUNITY PLANNING MONTH” IN THE CITY OF SOUTH PASADENA****5. STAFF INTRODUCTION****Management Services Department:**

Lucy Urzua, Deputy City Clerk

CHANGES TO THE AGENDA**6. 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.

7. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$10,988.50; GENERAL CITY WARRANTS IN THE AMOUNT OF \$567,310.93; ONLINE PAYMENTS IN THE AMOUNT OF \$201,152.10; VOIDS IN THE AMOUNT OF (\$779.27); PAYROLL IN THE AMOUNT OF \$880,729.66**

Recommendation

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

8. **CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR FEBRUARY 15, 2023 AND SEPTEMBER 18, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meetings of February 15, 2023 and September 18, 2023.

9. **ADOPTION OF A RESOLUTION APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS**

RESOLUTION

A RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

Recommendation

It is recommended that the City Council:

1. Adopt a resolution approving an application for Measure A Funding for Projects and Programs; and
2. Authorize the City Manager or designee to sign the application and all related grant documents.

10. **CONSIDERATION OF A DISCRETIONARY FUND REQUEST FROM MAYOR PRO TEM EVELYN ZNEIMER IN THE AMOUNT OF \$2,000 FOR THE CHAMBER OF COMMERCE HOLIDAY TREE/MENORAH LIGHTING EVENT**

Recommendation

It is recommended that the City Council consider approval of a Discretionary Fund request by Mayor Pro Tem in the amount of \$2,000 to support the Chamber of Commerce Holiday Tree/Menorah Lighting event Pasadena.

11. CONSIDERATION OF AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURES RELATED TO CODE VIOLATIONS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS AND PROCEDURES RELATED TO CODE VIOLATIONS

Recommendation

It is recommended that the City Council consider introduction of the Ordinance for first reading and waive full reading of the Ordinance amending the South Pasadena Municipal Code updating the provisions related to violations of the code, including substandard buildings, and the penalties and procedures related to Code violations.

ACTION/DISCUSSION

12. DISCUSSION AND DIRECTION REGARDING THE USE OF DRONES FOR THE FOURTH OF JULY EVENT

Recommendation

It is recommended that the City Council discuss and provide staff direction regarding the use of drones during the annual Festival of Balloons/ Fourth of July Event.

13. CONSIDERATION OF UPDATED OPTIONS TO AMEND THE CITY'S EXCLUSIVE REFUSE SERVICE AGREEMENT RELATED TO THE IMPLEMENTATION OF SB 1383 REQUIREMENTS

Recommendation

It is recommended that the City Council review and provide staff with direction on the amendment of the City's Exclusive Refuse Service Agreement.

PUBLIC COMMENT – CONTINUED

14. 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

15. COUNCILMEMBER COMMUNICATIONS

Time allotted to speak per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

16. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

November 1, 2023	Regular City Council Meeting	7:00 P.M.
November 15, 2023	Regular City Council Meeting	7:00 P.M.
December 5, 2023	State of the City (Senior Center)	6:00 P.M.
December 6, 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

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10/12/2023	/S/
Date	Mark Perez, Deputy City Clerk

PROCLAMATION



Declaring October 2023 As "Community Planning Month" in the City of South Pasadena

- WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and
- WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and
- WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and
- WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and
- WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of South Pasadena; and
- WHEREAS, we recognize the many valuable contributions made by professional community and city planners of the County of Los Angeles and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT RESOLVED, I, Jon Primuth, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare the month of October 2023, as Community Planning Month in the City of South Pasadena in conjunction with the celebration of National Community Planning Month.

Mayor, Jon Primuth

Date

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City Council Agenda Report

ITEM NO. 7

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Hsiulee Tran, Deputy Finance Director

SUBJECT: Approval of Prepaid Warrants in the Amount of \$10,988.50; General City Warrants in the Amount of \$567,310.93; Online Payments in the Amount of \$201,152.10; Voids in the Amount of (\$779.27); Payroll in the Amount of \$880,729.66

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 317575-317578	\$	9,502.74
ACH	\$	1,485.76
Voids	\$	0

General City Warrants:

Warrant # 317579-317698	\$	397,550.48
ACH	\$	169,760.45
Voids	\$	(779.27)

Payroll Period Ending: 09/29/2023 \$ 880,729.66

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 \$ 201,152.10

Prepaid Warrants \$ 0

General City Warrants \$ 0

Total \$ 1,659,401.92

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

October 18, 2023

Page 3 of 3

Attachments:

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

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ATTACHMENT 1
Warrant Summary

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

10/18/2023

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	8,276.70	366,002.86
Insurance Fund	103	-	13,261.25
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	381.16
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	2,708.37
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	96,199.86
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	11,110.47
County Park Bond Fund	232	-	1,562.08
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	7,840.00
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	6,335.00
Water Fund	500	-	40,080.81
Water Efficiency Fund	503	-	3,910.48
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,711.80	17,918.59
Column Totals:		10,988.50	567,310.93

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		-	-
City Report Totals:			578,299.43

Payroll Period Ending: 09/29/2023	880,729.66
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	201,152.10
Voids - Prepaid	-
Voids - General Warrant	(779.27)
Grand Report Total:	1,659,401.92

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: 10/10/2023 - 11:52AM



Check Number	Check Date		Amount
CSD3014 - Ca. State Disbursement Unit			
317575	10/05/2023		
Inv	PR 09.29.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/27/2023	PR Batch 92923.09.2023 Garnishment Case # FAMSS-1406906.		903.69
09/27/2023	PR Batch 92923.09.2023 Garnishment Case # FAMSS-1406906.		322.35
Inv PR 09.29.2023 Total			1,226.04
317575 Total:			1,226.04
CSD3014 - Ca. State Disbursement Unit Total:			
			1,226.04
EEDT3010 - Employment Development Dept.			
317576	10/05/2023		
Inv	L1797764176		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/01/2023	Levy Letter # L1797764176		140.00
Inv L1797764176 Total			140.00
317576 Total:			140.00
EEDT3010 - Employment Development Dept. Total:			
			140.00
MREG1400 - Merrimac Petroleum, Inc.			
317577	10/05/2023		
Inv	2225854		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/18/2023	1,986 Gallons of Unleaded Gas		7,861.07
Inv 2225854 Total			7,861.07
317577 Total:			7,861.07
MREG1400 - Merrimac Petroleum, Inc. Total:			
			7,861.07
SSDV2018 - Sandoval, Sheila			
0	10/05/2023		

Check Number	Check Date	Amount
Inv	PR 09.29.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	PR Batch 92923.09.2023 - Garnishment	529.73
09/27/2023	PR Batch 92923.09.2023 - Garnishment	956.03
Inv PR 09.29.2023 Total		1,485.76
0 Total:		1,485.76
SSDV2018 - Sandoval, Sheila Total:		1,485.76
HODE8011 - The Home Depot Pro (Formerly Supply Works)		
317578	10/05/2023	
Inv	764930285	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Foam Hand Sanitizer	275.63
Inv 764930285 Total		275.63
317578 Total:		275.63
HODE8011 - The Home Depot Pro (Formerly Supply Works) Total:		275.63
Total:		10,988.50

ATTACHMENT 3 General City Warrant List

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Accounts Payable

Check Detail

User: calvarez
Printed: 10/11/2023 - 12:18PM



Check Number	Check Date		Amount
ACCOEG - ACCO Engineered Systems, Inc.			
317579	10/18/2023		
Inv	20458176		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2023	City Buildings HVAC Maintenance - FY23/24		832.00
Inv 20458176 Total			832.00
317579 Total:			832.00
ACCOEG - ACCO Engineered Systems, Inc. Total:			832.00
AIR6010 - Airgas USA LLC			
0	10/18/2023		
Inv	5502079575		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/31/2023	Medical Grade Oxygen		486.19
Inv 5502079575 Total			486.19
0 Total:			486.19
AIR6010 - Airgas USA LLC Total:			486.19
JCKALBRT - Albrektson, Jackie			
317580	10/18/2023		
Inv	61173133		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Full refund for rec class cancellation due to low enrollment.		105.00
Inv 61173133 Total			105.00
317580 Total:			105.00
JCKALBRT - Albrektson, Jackie Total:			105.00
ALAL5011 - Alert-All Corp.			
317581	10/18/2023		

Check Number	Check Date	Amount
Inv 223090511		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	Fire Safety Event - Pink / Red Custom Hats	635.04
Inv 223090511 Total		635.04
317581 Total:		635.04
ALAL5011 - Alert-All Corp. Total:		635.04
ACMT2920 - All City Management Services, Inc.		
317582	10/18/2023	
Inv 87853		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Crossing Guard Services September 3-16, 2023	11,204.66
Inv 87853 Total		11,204.66
317582 Total:		11,204.66
ACMT2920 - All City Management Services, Inc. Total:		11,204.66
ALLI3041 - Alliant Insurance Services, Inc.		
317583	10/18/2023	
Inv W3930445		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/17/2023	Quarterly Report 7.1.23-9.30.23	394.18
Inv W3930445 Total		394.18
Inv W3930461		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/07/2023	Quarterly Report 7.1.23-9.30.23	282.32
Inv W3930461 Total		282.32
Inv W3930475		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/24/2023	Quarterly Report 7.1.23-9.30.23	103.53
Inv W3930475 Total		103.53
Inv W3930484		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Quarterly Report 7.1.23-9.30.23	103.53
Inv W3930484 Total		103.53

Check Number	Check Date	Amount
317583 Total:		883.56
ALLI3041 - Alliant Insurance Services, Inc. Total:		883.56
AMDA6710 - Almeda, Jose L.		
317584	10/18/2023	
Inv	9.15.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	Mileage Reimbursement - 09/15/2023	34.58
Inv 9.15.2023 Total		34.58
Inv	9.16.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/16/2023	Mileage Reimbursement - 09/16/2023	17.29
Inv 9.16.2023 Total		17.29
317584 Total:		51.87
AMDA6710 - Almeda, Jose L. Total:		51.87
AMAZONCP - Amazon Capital Services, Inc.		
0	10/18/2023	
Inv	16GT-Q4GY-9T6N	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Egraved Custom Door Plate	57.28
Inv 16GT-Q4GY-9T6N Total		57.28
Inv	1GFT-NJ63-PMMY	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Senior Center supplies	167.03
Inv 1GFT-NJ63-PMMY Total		167.03
Inv	1J1C-KQFL-P6F7	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	infrared wireless smart counter	214.99
Inv 1J1C-KQFL-P6F7 Total		214.99
Inv	1PLN-TLCX-1D7G	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	CMO Supplies	70.00
09/25/2023	City Attorney Name Plates and Holders	52.09
09/25/2023	2023 Employee Summer BBQ Supplies	30.00
Inv 1PLN-TLCX-1D7G Total		152.09

Check Number	Check Date	Amount
Inv	1TDP-WJKC-CYQK	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Piano bench for recreational class.	61.57
09/26/2023	Adapter for Dial A Ride Tablet.	19.78
Inv 1TDP-WJKC-CYQK Total		81.35
Inv	1YC3-V467-C44L	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Range training supplies	183.25
Inv 1YC3-V467-C44L Total		183.25
Inv	1YC4-V467-CKQV	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Senior Center supplies	136.54
Inv 1YC4-V467-CKQV Total		136.54
0 Total:		992.53
AMAZONCP - Amazon Capital Services, Inc. Total:		992.53
AGZA6410 - American Green Zone Alliance		
317585	10/18/2023	
Inv	0022023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	September 18 Mobile Electric Leaf Blower Demonstration	1,500.00
Inv 0022023 Total		1,500.00
317585 Total:		1,500.00
AGZA6410 - American Green Zone Alliance Total:		1,500.00
AME0229 - Ameritas		
0	10/18/2023	
Inv	September23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Payment for EE Vision Plan Premiums Coverage for September 202	3,282.68
Inv September23 Total		3,282.68
0 Total:		3,282.68
AME0229 - Ameritas Total:		3,282.68

RIAL6501 - Arriola, Richard

317586 10/18/2023

Inv 8/4/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Mileage Reimbursement - 08/04/2023	17.42

Inv 8/4/2023 Total		17.42
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317586 Total:		17.42
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RIAL6501 - Arriola, Richard Total:

17.42

ERCARRYO - Arroyo, Eric Jason

317587 10/18/2023

Inv 3187

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	As-needed background investigations for employment - Morales	1,500.00

Inv 3187 Total		1,500.00
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Inv 3199

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	As-needed background investigations for employment - Lucero	1,500.00

Inv 3199 Total		1,500.00
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Inv 3203

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	As-needed background investigations for employment - Budwig	1,500.00

Inv 3203 Total		1,500.00
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Inv 3211

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	As-needed background investigations for employment - Maldonado	1,500.00

Inv 3211 Total		1,500.00
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317587 Total:		6,000.00
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ERCARRYO - Arroyo, Eric Jason Total:

6,000.00

RatPactI - ASM Industrial Corp.

317588 10/18/2023

Inv 16750

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/20/2023	Monthly Pest Control for City Facilities - FY2023-24	382.00

Check Number	Check Date	Amount
Inv 16750 Total		382.00
Inv 17129		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Monthly Pest Control for City Facilities - FY2023-24	85.00
Inv 17129 Total		85.00
Inv 17226		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Monthly Pest Control for City Facilities - FY2023-24	735.00
Inv 17226 Total		735.00
Inv 17227		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Monthly Pest Control for City Facilities - FY2023-24	535.00
Inv 17227 Total		535.00
Inv 17230		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Monthly Pest Control for City Facilities - FY2023-24	85.00
Inv 17230 Total		85.00
Inv 17231		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Monthly Pest Control for City Facilities - FY2023-24	150.00
Inv 17231 Total		150.00
Inv 17232		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/28/2023	Monthly Pest Control for City Facilities - FY2023-24	110.00
Inv 17232 Total		110.00
Inv 17233		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Monthly Pest Control for City Facilities - FY2023-24	125.00
Inv 17233 Total		125.00
317588 Total:		2,207.00
RatPactI - ASM Industrial Corp. Total:		2,207.00
AT&T5006 - AT&T		
317589	10/18/2023	

Check Number	Check Date	Amount
Inv	130464796	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2023	AN 130464796 Services 08/2023- 09/2023	90.24
Inv 130464796 Total		90.24
317589 Total:		90.24
317590	10/18/2023	
Inv	33184107563432	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	AN 331 841-0756 343 2 Service for 9/7/23 - 10/6/23	31.43
Inv 33184107563432 Total		31.43
Inv	33184108023436	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/07/2023	AN 331 841-0802 343 6 Service for 9/7/23 - 10/6/23	31.85
Inv 33184108023436 Total		31.85
Inv	62644164973570	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	AN 626 441-6497 357 0 Service for 09/13-10/12/23	1,118.96
Inv 62644164973570 Total		1,118.96
317590 Total:		1,182.24
317591	10/18/2023	
Inv	000020562830	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	BAN 9391062308 Services for 8/20/23-9/19/23	17,424.29
Inv 000020562830 Total		17,424.29
Inv	000020563156	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	BAN 9391081369 Services for 08/20/2023-9/19/2023	149.65
Inv 000020563156 Total		149.65
Inv	000020581635	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	9391036943 RD 1801 Mission St - Dispatch 441-1194 8/27-9/26/23	2,772.66
Inv 000020581635 Total		2,772.66
317591 Total:		20,346.60

ATCN9011 - AT&T Total:	21,619.08
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BFWB4011 - Badge Frame, Inc.

0 10/18/2023

Inv 41204

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Signage for Department	780.00

Inv 41204 Total	780.00
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0 Total:	780.00
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BFWB4011 - Badge Frame, Inc. Total:	780.00
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BAK0369 - Baker & Taylor Books

0 10/18/2023

Inv 2037723403

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/21/2023	Books FY2023-24	24.04

Inv 2037723403 Total	24.04
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Inv 2037732509

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Books FY2023-24	1,217.64

Inv 2037732509 Total	1,217.64
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Inv 2037733696

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Books FY2023-24	962.16

Inv 2037733696 Total	962.16
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Inv 2037736271

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Books FY2023-24	1,329.65

Inv 2037736271 Total	1,329.65
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Inv 2037739341

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Books FY2023-24	88.77

Inv 2037739341 Total	88.77
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Inv 2037744336

<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
09/07/2023	Books FY2023-24	1,049.58
Inv 2037744336	Total	1,049.58
Inv 2037746724		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/01/2023	Books FY2023-24	142.33
Inv 2037746724	Total	142.33
Inv 2037781089		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	Books FY2023-24	48.05
Inv 2037781089	Total	48.05
Inv 2037805700		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Books FY2023-24	62.52
Inv 2037805700	Total	62.52
0 Total:		4,924.74
BAK0369 - Baker & Taylor Books Total:		4,924.74
BAK0366 - Baker & Taylor Entertainment		
0	10/18/2023	
Inv H66316750		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	DVDs/CDs - FY 2023-24	641.25
Inv H66316750	Total	641.25
0 Total:		641.25
BAK0366 - Baker & Taylor Entertainment Total:		641.25
SHBE8032 - Bee, Shuny		
317592	10/18/2023	
Inv Taek(Sep)		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Contract class Instructor payment September 2023	292.50
Inv Taek(Sep)	Total	292.50
317592 Total:		292.50

Check Number	Check Date		Amount
SHBE8032 - Bee, Shuny Total:			292.50
DABN8267 - Bohan, Diana 101-8030-8021-8267-000			
0	10/18/2023		
Inv	Septmonthly		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	September Yoga Monthly - Contract Class Instructor		76.80
Inv Septmonthly Total			76.80
Inv	Septwalkin		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	September Yoga Walk-In - Contract Class Instructor		201.60
Inv Septwalkin Total			201.60
0 Total:			278.40
DABN8267 - Bohan, Diana Total:			278.40
JNTBRAUN - Braun, Janet			
317593	10/18/2023		
Inv	09/20-09/23/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2023	Travel Reimbursement for CalCities		74.17
Inv 09/20-09/23/23 Total			74.17
317593 Total:			74.17
JNTBRAUN - Braun, Janet Total:			74.17
DBAR3011 - Brink's Incorporated			
0	10/18/2023		
Inv	12423355		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/01/2023	Monthly Service (Oct 2023)		1,898.24
Inv 12423355 Total			1,898.24
Inv	6027984		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Excess Charges (Sept 2023)		41.71
Inv 6027984 Total			41.71
0 Total:			1,939.95

DBAR3011 - Brink's Incorporated Total:	1,939.95
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SRCSMSTR - Brosteem Builders Inc. DBA

317594 10/18/2023

Inv 2023-18293

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2023	Urgent Mold Remediation at Senior Center	9,171.32

Inv 2023-18293 Total	9,171.32
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Inv 2023-18665

<u>Line Item Date</u>	<u>Line Item Description</u>	
08/25/2023	Urgent Mold Remediation at Senior Center	3,233.61

Inv 2023-18665 Total	3,233.61
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317594 Total:	12,404.93
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SRCSMSTR - Brosteem Builders Inc. DBA Total:	12,404.93
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PMAB8021 - Budka, Pamela Avry

317595 10/18/2023

Inv Chairyogamosept

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	September monthly chair yoga & breathwork	48.00

Inv Chairyogamosept Total	48.00
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Inv Chairyogawksept

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	September walk-in chair yoga & breathwork	156.00

Inv Chairyogawksept Total	156.00
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Inv Meditationmosep

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	September Monthly Meditation-Contract Class Instructor	60.80

Inv Meditationmosep Total	60.80
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Inv Meditationwasep

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	September Walk-in Meditation - Contract Class Instructor	48.00

Inv Meditationwasep Total	48.00
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317595 Total:	312.80
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Check Number	Check Date		Amount
PMAB8021 - Budka, Pamela Avry Total:			312.80
CAL5236 - CA Linen Services			
317596	10/18/2023		
Inv	2168917		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Linen Cleaning Services - FY 2023-24		117.00
Inv 2168917 Total			117.00
Inv	2172048		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/21/2023	Linen Cleaning Services - FY 2023-24		123.67
Inv 2172048 Total			123.67
Inv	2174711		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Linen Cleaning Services - FY 2023-24		120.74
Inv 2174711 Total			120.74
317596 Total:			361.41
CAL5236 - CA Linen Services Total:			361.41
CADPTCSC - California Department of Conservation			
317597	10/18/2023		
Inv	01/01-03/30/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/25/2023	Strong Motion Instrumentation & Seismic Hazard Mapping Fee		400.83
Inv 01/01-03/30/23 Total			400.83
Inv	04/01-06/30/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/25/2023	Strong Motion Instrumentation & Seismic Hazard Mapping Fee		708.61
Inv 04/01-06/30/23 Total			708.61
Inv	07/01-09/30/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/25/2023	Strong Motion Instrumentation & Seismic Hazard Mapping Fee		405.14
Inv 07/01-09/30/22 Total			405.14
Inv	10/01-12/31/22		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/25/2023	Strong Motion Instrumentation & Seismic Hazard Mapping Fee		513.02

Check Number	Check Date	Amount
Inv 10/01-12/31/22 Total		513.02
317597 Total:		2,027.60
CADPTCSC - California Department of Conservation Total:		2,027.60
CPO4011 - California Police Officers' Association		
317598	10/18/2023	
Inv 364280		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CPOA COPS West Expo Registration for Sgt. Louie	25.00
Inv 364280 Total		25.00
Inv 364290		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CPOA COPS West Expo Registration for Det. Sgt. Abdalla	50.00
Inv 364290 Total		50.00
Inv 364300		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CPOA COPS West Expo Registration for Sgt. Ronnie	25.00
Inv 364300 Total		25.00
Inv 364490		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CPOA COPS West Expo Registration for Lt. Robledo	25.00
Inv 364490 Total		25.00
Inv 364580		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	CPOA COPS West Expo Registration for MA Wehrle	25.00
Inv 364580 Total		25.00
317598 Total:		150.00
CPO4011 - California Police Officers' Association Total:		150.00
CAN0607 - Cantu Graphics Inc.		
317599	10/18/2023	
Inv 21798		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Calcities Postcards	66.04

Check Number	Check Date	Amount
Inv 21798 Total		66.04
Inv 21799		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Annual Report Copies	201.76
Inv 21799 Total		201.76
Inv 21802		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Photo release signage for special events	119.07
Inv 21802 Total		119.07
Inv 21813		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	CMO Business Cards	77.06
Inv 21813 Total		77.06
Inv 21822		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	2 - 22"x28" Reserved Parking poster boards	90.07
Inv 21822 Total		90.07
Inv 21837		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	special event promotional material printing	159.20
09/21/2023	special event promotional material printing	159.20
Inv 21837 Total		318.40
317599 Total:		872.40
CAN0607 - Cantu Graphics Inc. Total:		872.40
CWNC2501 - Carl Warren & Company		
0	10/18/2023	
Inv 2036860-2036902		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	Legal Services	4,646.25
Inv 2036860-2036902 Total		4,646.25
0 Total:		4,646.25
CWNC2501 - Carl Warren & Company Total:		4,646.25

Check Number	Check Date		Amount
GBCL4010 - Carrillo, Gilbert			
317600	10/18/2023		
Inv	09/11-15/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	Traffic Collision Training Reimbursement for Cpl. Carrillo		343.90
10/02/2023	Traffic Collision Training Reimbursement for Cpl. Carrillo		117.70
Inv 09/11-15/23 Total			461.60
317600 Total:			461.60
GBCL4010 - Carrillo, Gilbert Total:			461.60
WALCVTES - Cervantes, Walter			
317601	10/18/2023		
Inv	WC10-2022		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/30/2023	Refund for Paramedic Fees		653.09
Inv WC10-2022 Total			653.09
317601 Total:			653.09
WALCVTES - Cervantes, Walter Total:			653.09
XICHAO - Chao, Xi			
317602	10/18/2023		
Inv	60939612		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Refund at 50% for park gazebo reservation.		70.50
Inv 60939612 Total			70.50
317602 Total:			70.50
XICHAO - Chao, Xi Total:			70.50
TIM4011 - Charter Communications			
0	10/18/2023		
Inv	0224964090823		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2023	AN 8448 30 008 0224964 - 09/08/23-10/07/23		54.10
Inv 0224964090823 Total			54.10
Inv	0357905090523		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
09/05/2023	South Pasadena Recreation Center Services 09/05/23-10/04/23	130.52
Inv 0357905090523	Total	130.52
0 Total:		184.62
TIM4011 - Charter Communications Total:		184.62
CHWCONST - Chawkins Communications Consulting, Inc.		
317603	10/18/2023	
Inv 1047		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Electrification Project Stakeholder Coordination Services Sept23	1,755.00
Inv 1047 Total		1,755.00
Inv 1053		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Electrification Project/ Stakeholder Coordination ServicesAug23	1,560.00
Inv 1053 Total		1,560.00
Inv 1058		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Electrification Project Stakeholder Coordination ServicesOct2023	2,145.00
Inv 1058 Total		2,145.00
317603 Total:		5,460.00
CHWCONST - Chawkins Communications Consulting, Inc. Total:		5,460.00
CINTA3 - Cintas Corporation		
317604	10/18/2023	
Inv 4168024548		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	Public Works Uniform Cleaning Services	17.29
09/18/2023	Public Works Uniform Cleaning Services	57.32
09/18/2023	Public Works Uniform Cleaning Services	19.26
09/18/2023	Public Works Uniform Cleaning Services	37.78
09/18/2023	Public Works Uniform Cleaning Services	15.54
09/18/2023	Public Works Uniform Cleaning Services	6.42
09/18/2023	Public Works Uniform Cleaning Services	4.10
Inv 4168024548 Total		157.71
Inv 4168727064		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Public Works Uniform Cleaning Services	36.27
09/25/2023	Public Works Uniform Cleaning Services	17.29

Check Number	Check Date		Amount
09/25/2023		Public Works Uniform Cleaning Services	15.54
09/25/2023		Public Works Uniform Cleaning Services	37.78
09/25/2023		Public Works Uniform Cleaning Services	19.26
09/25/2023		Public Works Uniform Cleaning Services	6.42
09/25/2023		Public Works Uniform Cleaning Services	4.10
Inv 4168727064 Total			136.66
317604 Total:			294.37
317605	10/18/2023		
Inv	2000064482		
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/19/2023		Public Works First Aid - Street Maintenance	815.40
Inv 2000064482 Total			815.40
Inv	5167332612		
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/28/2023		Cintas 5 Shelf monthly service for the Recreation Division.	7.88
Inv 5167332612 Total			7.88
Inv	5172069881		
<u>Line Item Date</u>		<u>Line Item Description</u>	
08/21/2023		Public Works First Aid - Facilites	4.50
08/21/2023		Public Works First Aid - Water Distribution	4.50
08/21/2023		Public Works First Aid - Water Production	4.51
08/21/2023		Public Works First Aid - Sewer	4.51
08/21/2023		Public Works First Aid - Street Maintenance	4.51
08/21/2023		Public Works First Aid - Administration	4.50
08/21/2023		Public Works First Aid - Street Tree Maint.	4.50
Inv 5172069881 Total			31.53
317605 Total:			854.81
CINTAS - Cintas Corporation Total:			1,149.18
PAS4012 - City of Pasadena			
317606	10/18/2023		
Inv	30022708		
<u>Line Item Date</u>		<u>Line Item Description</u>	
06/30/2023		Emergency maintenance for traffic signals Colombia & Orange Gro	2,289.42
Inv 30022708 Total			2,289.42
317606 Total:			2,289.42

Check Number	Check Date		Amount
PAS4012 - City of Pasadena Total:			2,289.42
SPMN3010 - City of South Pasadena			
317607	10/18/2023		
Inv	14044-09.06.23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2023	Utility Bill for Dog Park - 07/03/23-08/29/23		540.36
Inv 14044-09.06.23 Total			540.36
Inv	19386-09.06.23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2023	Utility Bill for Arroyo Park (Stoney Drive) - 07/03/23-08/29/23		522.66
Inv 19386-09.06.23 Total			522.66
Inv	19387-09.06.23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2023	Utility Bill for Arroyo Park (San Pasqual) - 07/03/23-08/29/23		499.06
Inv 19387-09.06.23 Total			499.06
317607 Total:			1,562.08
SPMN3010 - City of South Pasadena Total:			1,562.08
DROW8010 - D & R Office Works, Inc.			
317608	10/18/2023		
Inv	0129223-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	Office Space - Rearrangement		520.00
Inv 0129223-IN Total			520.00
Inv	129421		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	Office Space - Power Pole With Reception - Garfield Reservior		848.93
Inv 129421 Total			848.93
317608 Total:			1,368.93
DROW8010 - D & R Office Works, Inc. Total:			1,368.93
DSP0755 - D & S Printing			
317609	10/18/2023		
Inv	9009		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date	Amount
09/12/2023	Residential district parking permit tags - FY2023-24.	2,370.38
Inv 9009 Total		2,370.38
Inv 9011		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Preferential parking permit tags - FY2023-24.	1,686.83
Inv 9011 Total		1,686.83
Inv 9012		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Nametags for PWD Outreach	150.00
09/25/2023	Nametags for PWD Outreach	123.86
09/25/2023	Nametags for PWD Outreach	150.00
Inv 9012 Total		423.86
Inv 9013		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Proof of service form	848.93
Inv 9013 Total		848.93
317609 Total:		5,330.00
DSP0755 - D & S Printing Total:		5,330.00
DANG5011 - Dangra Inc.		
317610	10/18/2023	
Inv S1531339.001		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Blue Street Reflectors for Fire Hydrants	1,520.96
Inv S1531339.001 Total		1,520.96
317610 Total:		1,520.96
DANG5011 - Dangra Inc. Total:		1,520.96
DRLL2051 - Dapeer, Rosenblit & Litvak, LLP		
317611	10/18/2023	
Inv 21994		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Specialized Legal Services 08/09/2-08/31/23	98.00
Inv 21994 Total		98.00

Check Number	Check Date	Amount
317611 Total:		98.00
DRLL2051 - Dapeer, Rosenblit & Litvak, LLP Total:		98.00
RDRKDVS - Davis, Roderick		
0	10/18/2023	
Inv	10272023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	DJ for Halloween Spooktacular	499.00
Inv 10272023 Total		499.00
0 Total:		499.00
RDRKDVS - Davis, Roderick Total:		499.00
DEL0771 - Delta Dental of California		
317612	10/18/2023	
Inv	BE005729752	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/01/2023	Payment for Employee Dental Premiums October 2023	12,429.78
Inv BE005729752 Total		12,429.78
317612 Total:		12,429.78
DEL0771 - Delta Dental of California Total:		12,429.78
DIG0800 - Digital Telecommunications Corp		
0	10/18/2023	
Inv	49192	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Conference Call with SP and AT&T Remote Support	80.00
Inv 49192 Total		80.00
0 Total:		80.00
DIG0800 - Digital Telecommunications Corp Total:		80.00
GDM6710 - DLT Solutions LLC		
317613	10/18/2023	
Inv	SI623125	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Connect Gov Care Annual Fee for Dispatch and Command Staff	16,778.74

Check Number	Check Date	Amount
Inv SI623125 Total		16,778.74
317613 Total:		16,778.74
GDM6710 - DLT Solutions LLC Total:		16,778.74
EDNK9 - Eden K9 Consulting & Training Corp.		
317614	10/18/2023	
Inv 3590		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	Annual K9 training software December 2023 through December 202	174.00
Inv 3590 Total		174.00
317614 Total:		174.00
EDNK9 - Eden K9 Consulting & Training Corp. Total:		174.00
ELL1017 - Ellen's Silkscreening		
317615	10/18/2023	
Inv EE81789		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	City Seal Polos	331.58
09/18/2023	City Seal Polos	26.95
Inv EE81789 Total		358.53
317615 Total:		358.53
ELL1017 - Ellen's Silkscreening Total:		358.53
LACD5011 - Emergency Medical Services Agency		
317616	10/18/2023	
Inv 9/19/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	FIRE - Paramedic Accreditation Renewal for Alex Khachatoorian	155.00
Inv 9/19/23 Total		155.00
317616 Total:		155.00
LACD5011 - Emergency Medical Services Agency Total:		155.00
EDGHITI - Engineering Consulting Services, Inc.		
317617	10/18/2023	

Check Number	Check Date	Amount
Inv 2		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Public Works Project Management Assistance July23	585.00
Inv 2 Total		585.00
Inv 3		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Public Works Project Management Assistance Aug-Sep23	2,681.25
Inv 3 Total		2,681.25
317617 Total:		3,266.25
EDGHITI - Engineering Consulting Services, Inc. Total:		3,266.25
ENT5426 - Entenmann-Rovin		
317618	10/18/2023	
Inv 0146756-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Police department badges	441.61
Inv 0146756-IN Total		441.61
317618 Total:		441.61
ENT5426 - Entenmann-Rovin Total:		441.61
EURO6710 - Eurofins Eaton Analytical		
0	10/18/2023	
Inv 3800031316		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Laboratory testing and analysis of City's water system Aug23	2,543.00
Inv 3800031316 Total		2,543.00
0 Total:		2,543.00
EURO6710 - Eurofins Eaton Analytical Total:		2,543.00
EWEM6010 - Ewing Irrigation Products, Inc.		
317619	10/18/2023	
Inv 20659299		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Irrigation Supplies for Parks Stock and marking paint	93.37
Inv 20659299 Total		93.37

317619 Total:	93.37
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EWEM6010 - Ewing Irrigation Products, Inc. Total:	93.37
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ATFR4011 - Fierro, Anthony

317620 10/18/2023

Inv 09/14/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Dispatch Priming Training Reimbursement for PA Fierro	73.50
10/02/2023	Dispatch Priming Training Reimbursement for PA Fierro	10.00

Inv 09/14/2023 Total	83.50
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317620 Total:	83.50
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ATFR4011 - Fierro, Anthony Total:	83.50
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FHCM5011 - Foothill Communications

317621 10/18/2023

Inv INV6492

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	FCC radio license renewal	3,200.00

Inv INV6492 Total	3,200.00
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317621 Total:	3,200.00
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FHCM5011 - Foothill Communications Total:	3,200.00
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ANDFOX - Fox, Andrea

317622 10/18/2023

Inv DI0923-01

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Residential Rebate for Drip Irrigation	300.00

Inv DI0923-01 Total	300.00
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Inv DT0923-01

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Residential Rebate for Water Efficient Plants	276.15

Inv DT0923-01 Total	276.15
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317622 Total:	576.15
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Check Number	Check Date	Amount
ANDFOX - Fox, Andrea Total:		576.15
SCFT0000 - Franchise Tax Board		
317623	10/18/2023	
Inv	PR 09.29.2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	PR Batch 92923.09.2023 Garnishment Case - 568717589	134.98
Inv PR 09.29.2023 Total		134.98
317623 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
JUFU5011 - Furtado, Justin		
317624	10/18/2023	
Inv	November 2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Advanced Disability Pension Payment - November 2023	4,307.50
Inv November 2023 Total		4,307.50
317624 Total:		4,307.50
JUFU5011 - Furtado, Justin Total:		4,307.50
GAL7788 - Gale, Donna M.		
317625	10/18/2023	
Inv	MASCHEF-SEPT23	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Contract Class Instructor Master Chef	810.00
Inv MASCHEF-SEPT23 Total		810.00
317625 Total:		810.00
GAL7788 - Gale, Donna M. Total:		810.00
GALL5011 - Galls, LLC		
317626	10/18/2023	
Inv	025327255	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/09/2023	Emblem for Ofc. Smith	6.49
Inv 025327255 Total		6.49

Check Number	Check Date	Amount
Inv	025337065	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Vest for Det. Pech	867.62
Inv 025337065 Total		867.62
Inv	025339553	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Cap for Recruit Hernandez	15.32
Inv 025339553 Total		15.32
Inv	025339554	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Gear for Recruit Hernandez	570.46
Inv 025339554 Total		570.46
Inv	025339563	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Trousers for Recruit Hernandez	128.31
Inv 025339563 Total		128.31
Inv	025339572	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/10/2023	Additional trousers for Recruit Hernandez	128.31
Inv 025339572 Total		128.31
Inv	025683173	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Handcuff case for Recruit Hernandez	42.92
Inv 025683173 Total		42.92
Inv	025683174	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Vest for Recruit Hernandez	861.72
Inv 025683174 Total		861.72
Inv	025745638	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Fire Department Class A Uniforms	134.02
Inv 025745638 Total		134.02
317626 Total:		2,755.17

Check Number	Check Date		Amount
GALL5011 - Galls, LLC Total:			2,755.17
RYAN - Garcia, Ryan			
317627	10/18/2023		
Inv	9.25.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Mileage Reimbursement - 09/25/2023		13.36
Inv 9.25.2023 Total			13.36
Inv	9.26.2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Mileage Reimbursement - 09/26/2023		13.36
Inv 9.26.2023 Total			13.36
317627 Total:			26.72
RYAN - Garcia, Ryan Total:			26.72
GAY8856 - Gaylord Bros., Inc.			
0	10/18/2023		
Inv	2827929		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/09/2023	archival file folders, legal folders		462.83
Inv 2827929 Total			462.83
Inv	2831501		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/08/2023	certificate sleeves		93.19
Inv 2831501 Total			93.19
0 Total:			556.02
GAY8856 - Gaylord Bros., Inc. Total:			556.02
GLBI4011 - Global Industrial			
317628	10/18/2023		
Inv	120971321		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Document Clipboards for Water Staff		446.06
Inv 120971321 Total			446.06
Inv	120981429		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
09/28/2023		Spray Tanks for Saw Cutting Dust Control	288.74
		Inv 120981429 Total	288.74
317628 Total:			734.80
GLBI4011 - Global Industrial Total:			734.80
GUNCNTRE - Gunner Concrete			
317629	10/18/2023		
		Inv O-0010971	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/06/2023		Concrete Delivery (Stratford/ Marengo School)	2,203.66
		Inv O-0010971 Total	2,203.66
317629 Total:			2,203.66
GUNCNTRE - Gunner Concrete Total:			2,203.66
CRHY8067 - Hartney, Corey			
0	10/18/2023		
		Inv BKTSEP23	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/27/2023		Contract Class Instructor - Basketball Fundamentals Beginner	299.00
		Inv BKTSEP23 Total	299.00
0 Total:			299.00
CRHY8067 - Hartney, Corey Total:			299.00
RIHZ6601 - Hernandez, Ricardo			
317630	10/18/2023		
		Inv 9.13.23	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/13/2023		Mileage Reimbursement 9.13.23	10.48
		Inv 9.13.23 Total	10.48
		Inv 9.14.23	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/14/2023		Mileage Reimbursement 9.14.23	10.48
		Inv 9.14.23 Total	10.48
317630 Total:			20.96

Check Number	Check Date	Amount
RIHZ6601 - Hernandez, Ricardo Total:		20.96
ADHA6116 - Herrera, Adam		
317631	10/18/2023	
Inv	9/9/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Mileage Reimbursement - 09/09/2023 @ 9:30AM	26.85
Inv 9/9/2023 Total		26.85
317631 Total:		26.85
ADHA6116 - Herrera, Adam Total:		26.85
HRSCHPIP - Hirsche Pipe & Supply		
317632	10/18/2023	
Inv	9127544	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/20/2023	Replace broken soap dispensers at Orange Grove Park restrooms	106.81
Inv 9127544 Total		106.81
317632 Total:		106.81
HRSCHPIP - Hirsche Pipe & Supply Total:		106.81
HIW6710 - Hi-Way Safety Inc		
317633	10/18/2023	
Inv	146017	
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Fremont White Curb Project Signage	272.08
Inv 146017 Total		272.08
Inv	146954	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2023	Engineering Project- Citywide	2,315.98
Inv 146954 Total		2,315.98
317633 Total:		2,588.06
HIW6710 - Hi-Way Safety Inc Total:		2,588.06
TSUHNG - Huang, Tsu Jit		
0	10/18/2023	

Check Number	Check Date		Amount
Inv	CardoFit(Sep)		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Contract Class Instructor Cardio Fitness Sep Payment		146.00
Inv	CardoFit(Sep) Total		146.00
0 Total:			146.00
TSUHNG - Huang, Tsu Jit Total:			146.00
INT6115 - Interstate Battery Systems of Eastern Los Angeles			
317634	10/18/2023		
Inv	1778733		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/14/2023	Replacement batteries for SCADA PLC's		251.15
Inv	1778733 Total		251.15
317634 Total:			251.15
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:			251.15
JSAR4011 - Jack's Auto Repair			
317635	10/18/2023		
Inv	18611		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/18/2023	Oil change for #79		81.00
Inv	18611 Total		81.00
Inv	18618		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/19/2023	Oil change unit #1908		85.00
Inv	18618 Total		85.00
Inv	18637		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Oil change and air filter service unit #1909		148.93
Inv	18637 Total		148.93
Inv	18643		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	45 day inspection of Community Services Vehicle		66.00
Inv	18643 Total		66.00

Check Number	Check Date	Amount
Inv	WO 18,602	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Starter removed and replaced with new starter. Unit #209	445.44
Inv WO 18,602 Total		445.44
317635 Total:		826.37
JSAR4011 - Jack's Auto Repair Total:		826.37
MISKIM - Kim, Misook		
317636	10/18/2023	
Inv	61176408	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Refund of park gazebo reservation due to possible rain+Admin fee	119.00
Inv 61176408 Total		119.00
317636 Total:		119.00
MISKIM - Kim, Misook Total:		119.00
CUR7778 - L.N. Curtis & Sons		
317637	10/18/2023	
Inv	INV744208	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/08/2023	Safety Firefighting Gear	502.74
Inv INV744208 Total		502.74
317637 Total:		502.74
CUR7778 - L.N. Curtis & Sons Total:		502.74
LAW6711 - Lawn Mower Corner		
317638	10/18/2023	
Inv	51039	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/12/2023	Electric Equipment for New Hire	1,199.50
Inv 51039 Total		1,199.50
Inv	51100	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Emergency generator for radio system	3,307.49
Inv 51100 Total		3,307.49

Check Number	Check Date	Amount
317638 Total:		4,506.99
LAW6711 - Lawn Mower Corner Total:		4,506.99
KWANLEE - Lee, Kwangbok		
317639	10/18/2023	
Inv	60882374	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Refund for recreational class with admin fee applied.	61.00
Inv 60882374 Total		61.00
317639 Total:		61.00
KWANLEE - Lee, Kwangbok Total:		61.00
MNCLEON - Leon, Monica		
317640	10/18/2023	
Inv	DW0823-02	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/14/2023	Residential Rebate for Energy Star Dishwasher	500.00
Inv DW0823-02 Total		500.00
317640 Total:		500.00
MNCLEON - Leon, Monica Total:		500.00
DEBLWS - Lewis, Deborah		
317641	10/18/2023	
Inv	092223	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Notary Services for Temp Worker Sanchez	50.00
Inv 092223 Total		50.00
317641 Total:		50.00
DEBLWS - Lewis, Deborah Total:		50.00
LOCMEDIN - Locality Media, Inc.		
317642	10/18/2023	
Inv	3918	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/19/2023	EMS Planning and Management	3,275.00

Check Number	Check Date	Amount
Inv 3918 Total		3,275.00
317642 Total:		3,275.00
LOCMEDIN - Locality Media, Inc. Total:		3,275.00
LBBM4010 - Long Beach BMW Motorcycles		
317643	10/18/2023	
Inv 47678		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	36K service & rear wheel/tire replacement for VIN 39602	1,458.92
Inv 47678 Total		1,458.92
317643 Total:		1,458.92
LBBM4010 - Long Beach BMW Motorcycles Total:		1,458.92
CYNTLPEZ - Lopez, Cynthia		
317644	10/18/2023	
Inv DI0823-01		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/28/2023	Residential Rebate for Drip Irrigation Conversion	108.50
Inv DI0823-01 Total		108.50
317644 Total:		108.50
CYNTLPEZ - Lopez, Cynthia Total:		108.50
LOU1111 - Louie, Spencer		
317645	10/18/2023	
Inv 09/18/23		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Reading People Training Reimbursement for Sgt Louie	63.72
Inv 09/18/23 Total		63.72
317645 Total:		63.72
LOU1111 - Louie, Spencer Total:		63.72
MAC7777 - Macdonald, Anthea		
317646	10/18/2023	

Check Number	Check Date		Amount
Inv	ScottCoutDanceS		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Contract Class Instructor payment Scottish Country Dance (SEP)		140.40
Inv	ScottCoutDanceS Total		140.40
317646 Total:			140.40
MAC7777 - Macdonald, Anthea Total:			140.40
KVMC6710 - Machado, Kelvin			
317647	10/18/2023		
Inv	9/1/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/05/2023	Mileage Reimbursemenrt - 2 Call Outs 09/01/2023		43.75
Inv	9/1/2023 Total		43.75
Inv	9/9/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Mileage Reimbursement - 09/09/2023		21.88
Inv	9/9/2023 Total		21.88
317647 Total:			65.63
KVMC6710 - Machado, Kelvin Total:			65.63
CHRMDLA - Mandala, Chris			
317648	10/18/2023		
Inv	09192023		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/19/2023	Reimbursement (Court Parking)		18.00
Inv	09192023 Total		18.00
317648 Total:			18.00
CHRMDLA - Mandala, Chris Total:			18.00
CELMCHUG - Mchugh, Celina			
317649	10/18/2023		
Inv	61175831		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Full refund of rec class cancellation due to low enrollment.		105.00
Inv	61175831 Total		105.00

Check Number	Check Date	Amount
Inv 61175859		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Full refund of rec class cancellation due to low enrollment.	105.00
Inv 61175859 Total		105.00
317649 Total:		210.00
CELMCHUG - Mchugh, Celina Total:		210.00
MREG1400 - Merrimac Petroleum, Inc.		
317650	10/18/2023	
Inv 2227097		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	368.74
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	1,843.68
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	1,843.68
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	921.84
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	2,442.89
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	1,152.30
09/19/2023	1,686 Gallons of Fuel for PW Fueling Station 9/19/2023	645.29
Inv 2227097 Total		9,218.42
317650 Total:		9,218.42
MREG1400 - Merrimac Petroleum, Inc. Total:		9,218.42
JUSM7000 - Miller, Justin		
317651	10/18/2023	
Inv November 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	Advanced Disability Pension Payment - November 2023	4,307.50
Inv November 2023 Total		4,307.50
317651 Total:		4,307.50
JUSM7000 - Miller, Justin Total:		4,307.50
MIGINC - Moore Lacofano Goltsman, Inc.		
0	10/18/2023	
Inv 0082736		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Zoning Code & Zoning Map Updates	8,427.50
Inv 0082736 Total		8,427.50

Check Number	Check Date	Amount
0 Total:		8,427.50
MIGINC - Moore Lacofano Goltsman, Inc. Total:		8,427.50
SCOT8300 - MRC Smart Technology Solutions		
317652	10/18/2023	
Inv	IN3700111	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	AN C072:21L124-002-S Black and Color for Xerox 06/22-09/21/23	8,534.35
Inv IN3700111 Total		8,534.35
317652 Total:		8,534.35
SCOT8300 - MRC Smart Technology Solutions Total:		8,534.35
SAMU4011 - Munoz, Samantha		
317653	10/18/2023	
Inv	09/14/2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Dispatch Priming Training Reimbursement for PA Munoz	10.00
10/02/2023	Dispatch Priming Training Reimbursement for PA Munoz	73.50
Inv 09/14/2023 Total		83.50
317653 Total:		83.50
SAMU4011 - Munoz, Samantha Total:		83.50
MVCH3011 - MV Cheng & Associates Inc.		
317654	10/18/2023	
Inv	8312023E	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Public Works Project Management Assistance Aug'23	875.00
Inv 8312023E Total		875.00
317654 Total:		875.00
MVCH3011 - MV Cheng & Associates Inc. Total:		875.00
NBSFIN - NBS Government Finance Group		
317655	10/18/2023	
Inv	202309-2949	
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date		Amount
09/20/2023		Library Parcel Tax Services - FY23-24	1,713.00
		Inv 202309-2949 Total	1,713.00
317655 Total:			1,713.00
NBSFIN - NBS Government Finance Group Total:			1,713.00
PEG4590 - NUFIC			
317656	10/18/2023		
		Inv September 2023	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/15/2023		Premium for EE Optional AD&D Supplement Coverage - Sept 2023	866.65
09/15/2023		Premium for EE Benefits of AD&D Basic Coverage - Sept 2023	205.50
		Inv September 2023 Total	1,072.15
317656 Total:			1,072.15
PEG4590 - NUFIC Total:			1,072.15
PALM6711 - Palmieri, Lorenzo			
317657	10/18/2023		
		Inv 8/28/2023	
<u>Line Item Date</u>		<u>Line Item Description</u>	
09/14/2023		Water Operator Treatment Certification Renewal	60.00
		Inv 8/28/2023 Total	60.00
317657 Total:			60.00
PALM6711 - Palmieri, Lorenzo Total:			60.00
PRCFCA - Parks Coffee California			
317658	10/18/2023		
		Inv 80018571	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/02/2023		Senior Center coffee - FY23/24	92.77
		Inv 80018571 Total	92.77
		Inv 80019516	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/02/2023		Water Cooler rental- Oct-Dec2023	148.50
		Inv 80019516 Total	148.50

Check Number	Check Date	Amount
317658 Total:		241.27
PRCFCA - Parks Coffee California Total:		241.27
PHS4011 - Pasadena Humane Society		
317659	10/18/2023	
Inv	OCT2023SOPas	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Animal Control Services for the month of October 2023	14,890.61
Inv OCT2023SOPas Total		14,890.61
317659 Total:		14,890.61
PHS4011 - Pasadena Humane Society Total:		14,890.61
PHOE4610 - Phoenix Group Information Systems		
317660	10/18/2023	
Inv	082023184	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/25/2023	Citations processed for the month of August 2023	3,084.21
Inv 082023184 Total		3,084.21
317660 Total:		3,084.21
PHOE4610 - Phoenix Group Information Systems Total:		3,084.21
EMLPRTR - Porter, Emily		
317661	10/18/2023	
Inv	60735527	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Full refund of Rec class cancellation due to low enrollment.	286.00
Inv 60735527 Total		286.00
317661 Total:		286.00
EMLPRTR - Porter, Emily Total:		286.00
PSOMAS - PSOMAS		
317662	10/18/2023	
Inv	199658	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/22/2023	Prof. Service Assistance with General Plan & Downtown Specific	26,948.28

Check Number	Check Date	Amount
Inv 199658 Total		26,948.28
Inv 200208		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Prof. Service Assistance with General Plan & Downtown Specific	5,754.75
Inv 200208 Total		5,754.75
317662 Total:		32,703.03
PSOMAS - PSOMAS Total:		32,703.03
MCPSTI - Pusateri, Michele		
0	10/18/2023	
Inv SEPT		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	September Pickleball-Contract Class Instructor	2,450.50
Inv SEPT Total		2,450.50
0 Total:		2,450.50
MCPSTI - Pusateri, Michele Total:		2,450.50
RWGN8160 - Richards, Watson & Gershon		
317663	10/18/2023	
Inv 244116		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	August 2023 Legal Services	51,143.50
Inv 244116 Total		51,143.50
317663 Total:		51,143.50
RWGN8160 - Richards, Watson & Gershon Total:		51,143.50
RIV4011 - Riverside County Sheriff's Dept		
317664	10/18/2023	
Inv BCTC0067179		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Report Writing Training for Officer Gruenewald 11/8/23	77.00
Inv BCTC0067179 Total		77.00
Inv BCTC0067180		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Report Writing Training for Officer Gramajo 11/8/23	77.00

Check Number	Check Date	Amount
Inv BCTC0067180 Total		77.00
317664 Total:		154.00
RIV4011 - Riverside County Sheriff's Dept Total:		154.00
JERDGZ - Rodriguez, Jose		
317665	10/18/2023	
Inv 3999		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	City Hall Carpet Cleaning	3,901.38
Inv 3999 Total		3,901.38
317665 Total:		3,901.38
JERDGZ - Rodriguez, Jose Total:		3,901.38
MEGRMRO - Romero, Megan		
317666	10/18/2023	
Inv 60905753		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Full refund of gazebo reservation due to emergency.	141.00
Inv 60905753 Total		141.00
Inv 60905808		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Full refund of gazebo reservation due to emergency.	141.00
Inv 60905808 Total		141.00
317666 Total:		282.00
MEGRMRO - Romero, Megan Total:		282.00
RON1111 - Ronnie, Matthew		
317667	10/18/2023	
Inv 09/18/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Reading People Training Reimbursement for Sgt Ronnie	63.72
Inv 09/18/2023 Total		63.72
317667 Total:		63.72

Check Number	Check Date		Amount
RON1111 - Ronnie, Matthew Total:			63.72
ROTH6010 - Roth Staffing Companies, L.P.			
0	10/18/2023		
Inv	16022912		
<u>Line Item Date</u>	<u>Line Item Description</u>		
06/30/2023	Front Desk & Clerical Services for Finance - W/E 06/25/23.		1,011.36
Inv 16022912 Total			1,011.36
Inv	16038568		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/14/2023	Front Desk & Clerical Services for Finance - W/E 07/9/23.		1,002.54
Inv 16038568 Total			1,002.54
Inv	16041542		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/21/2023	Front Desk & Clerical Services for Finance - W/E 07/16/23.		1,416.24
Inv 16041542 Total			1,416.24
0 Total:			3,430.14
ROTH6010 - Roth Staffing Companies, L.P. Total:			3,430.14
STSAENGE - Saenger, Stephanie			
317668	10/18/2023		
Inv	DI0723-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Residential Rebate for Drip Irrigation		300.00
Inv DI0723-01 Total			300.00
Inv	DT0723-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Residential Rebate Water EfficientPlants		1,200.00
Inv DT0723-01 Total			1,200.00
Inv	NT0723-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Residential Rebate for Native Trees		500.00
Inv NT0723-01 Total			500.00
317668 Total:			2,000.00

Check Number	Check Date	Amount
STSAENGE - Saenger, Stephanie Total:		2,000.00
SAN7775 - San Bernardino Sheriff's Dept		
317669	10/18/2023	
Inv	23-113-065AOT	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Advanced Traffic Collision Training for Cpl. Sanchez	421.00
Inv 23-113-065AOT Total		421.00
Inv	23-113-066AOT	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Advanced Traffic Collision Reconstruction for Cpl. Sanchez	389.00
Inv 23-113-066AOT Total		389.00
317669 Total:		810.00
SAN7775 - San Bernardino Sheriff's Dept Total:		810.00
SGB3223 - San Gabriel Basin Water Quality Authority		
317670	10/18/2023	
Inv	0004943-IN	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/18/2023	FY 23/24 Water Quality Authority Assesment Fee	21,406.20
Inv 0004943-IN Total		21,406.20
317670 Total:		21,406.20
SGB3223 - San Gabriel Basin Water Quality Authority Total:		21,406.20
SGVMC111 - San Gabriel Valley Medical Center		
317671	10/18/2023	
Inv	910937	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Blood alcohol withdrawal for medical record # 91093	48.00
Inv 910937 Total		48.00
317671 Total:		48.00
SGVMC111 - San Gabriel Valley Medical Center Total:		48.00
SATPHONE - SATPHONESTORE		
317672	10/18/2023	

Check Number	Check Date		Amount
Inv	INV1000083751		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/20/2023	Satellite Phone Card - 1,000 Minutes for Fire Department Emergen		905.50
Inv	INV1000083751 Total		905.50
317672 Total:			905.50
SATPHONE - SATPHONESTORE Total:			905.50
SAXE2013 - Saxe-Clifford PH.D, Susan			
317673	10/18/2023		
Inv	23-0921-8		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/21/2023	Psychological evaluation for CCW applicant		450.00
Inv	23-0921-8 Total		450.00
317673 Total:			450.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:			450.00
SHNJEF - Shantz, Jeffrey			
0	10/18/2023		
Inv	60669305		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Full refund of rec class cancellation due to low enrollment.		185.00
Inv	60669305 Total		185.00
0 Total:			185.00
SHNJEF - Shantz, Jeffrey Total:			185.00
MOHSHRIM - Shirmohammadi, Mohammad			
317674	10/18/2023		
Inv	60655149		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Refund of rec class with admin fee applied .		338.00
Inv	60655149 Total		338.00
317674 Total:			338.00
MOHSHRIM - Shirmohammadi, Mohammad Total:			338.00

Check Number	Check Date		Amount
SHO7777 - Showcases			
0	10/18/2023		
Inv	327197		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/15/2023	Blu-Ray/DVD cases		302.40
Inv 327197 Total			302.40
Inv	327250		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/25/2023	DVD cases		515.16
Inv 327250 Total			515.16
0 Total:			817.56
SHO7777 - Showcases Total:			817.56
SNML6710 - Sonsray Machinery			
317675	10/18/2023		
Inv	SW033078-1		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Annual backhoe maintenance unit 17		5,821.89
Inv SW033078-1 Total			5,821.89
317675 Total:			5,821.89
SNML6710 - Sonsray Machinery Total:			5,821.89
SOU5132 - South Coast A.Q.M.D			
317676	10/18/2023		
Inv	4246516		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	California Air Toxics "Hotspots" Program fee invoice for Civic C		153.23
Inv 4246516 Total			153.23
Inv	4246521		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Civic Center Annual Renewal for Emergency Electric Gen Diesel		504.91
Inv 4246521 Total			504.91
317676 Total:			658.14
SOU5132 - South Coast A.Q.M.D Total:			658.14

Check Number	Check Date	Amount
SCEV - South Coast Emergency Vehicle Services		
317677	10/18/2023	
Inv 515547		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Digital City Emblem for Apparatus	254.60
Inv 515547 Total		254.60
317677 Total:		254.60
SCEV - South Coast Emergency Vehicle Services Total:		254.60
SPUSDD - South Pasadena Unified School District		
317678	10/18/2023	
Inv 9853998		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	4th of july maintenance staff	3,504.15
Inv 9853998 Total		3,504.15
317678 Total:		3,504.15
SPUSDD - South Pasadena Unified School District Total:		3,504.15
SPBK - Springbrook Holding Company, LLC		
0	10/18/2023	
Inv TM INV-006875		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Standard Professional Services - HR Setup and Training	4,565.00
Inv TM INV-006875 Total		4,565.00
0 Total:		4,565.00
SPBK - Springbrook Holding Company, LLC Total:		4,565.00
SGMC2013 - St. George's Medical Clinic		
0	10/18/2023	
Inv 141145		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	125.00
Inv 141145 Total		125.00
Inv 143175		
<u>Line Item Date</u>	<u>Line Item Description</u>	

Check Number	Check Date	Amount
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	175.00
Inv 143175	Total	175.00
Inv 143214		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	175.00
Inv 143214	Total	175.00
Inv 143244		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	650.00
Inv 143244	Total	650.00
Inv 143245		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	650.00
Inv 143245	Total	650.00
Inv 143343		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	220.00
Inv 143343	Total	220.00
Inv 143370		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	175.00
Inv 143370	Total	175.00
Inv 143518		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Payment for Pre-Employment and Physical Exams - July 2023	175.00
Inv 143518	Total	175.00

0 Total: 2,345.00

SGMC2013 - St. George's Medical Clinic Total: 2,345.00

STA5219 - Staples Business Advantage

0 10/18/2023

Inv 3547347547

<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	rubber bands, febreze, label taple, notebooks, windex	72.00

Check Number	Check Date	Amount
Inv 3547347547	Total	72.00
Inv 3547416341		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Dial-A-Ride office supplies	113.09
Inv 3547416341	Total	113.09
Inv 3547745026		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	Rotary paper trimmer	170.88
Inv 3547745026	Total	170.88
Inv 3547745027		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/16/2023	PD Office Supplies	225.16
Inv 3547745027	Total	225.16
Inv 3547824288		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/11/2023	golf pencils	94.35
Inv 3547824288	Total	94.35
Inv 3548217348		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Dial-A-Ride office supplies	87.96
Inv 3548217348	Total	87.96
Inv 3548238564		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Dial-A-Ride office supplies	13.33
Inv 3548238564	Total	13.33
Inv 3548358920		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	PD Office Supplies	301.17
Inv 3548358920	Total	301.17
Inv 3548420907		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	PD Office Supplies	18.38
Inv 3548420907	Total	18.38

Check Number	Check Date	Amount
Inv 3548564184		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/29/2023	PD Office Supplies	76.06
Inv 3548564184 Total		76.06
Inv 3549141085		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	PD Office Supplies	176.14
Inv 3549141085 Total		176.14
0 Total:		1,348.52
STA5219 - Staples Business Advantage Total:		1,348.52
LARSUE - Sue, Larry		
317679	10/18/2023	
Inv NT0723-03		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Residential Rebate for Native Trees	101.97
Inv NT0723-03 Total		101.97
317679 Total:		101.97
LARSUE - Sue, Larry Total:		101.97
SCRR4010 - Superior Court of California, County of LA		
317680	10/18/2023	
Inv August 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/30/2023	Citations processed for the month of August 2023	3,286.00
Inv August 2023 Total		3,286.00
317680 Total:		3,286.00
SCRR4010 - Superior Court of California, County of LA Total:		3,286.00
COBR7131 - The Advantage Group		
0	10/18/2023	
Inv 162368		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Retiree Health Reimbursement (HRA) Oct.2023 and September Pay	312.00
Inv 162368 Total		312.00

Check Number	Check Date	Amount
Inv	October2023	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/05/2023	Retiree Health Reimbursement (HRA) Oct.2023 and September Pay	16,164.16
Inv October2023 Total		16,164.16
0 Total:		16,476.16
COBR7131 - The Advantage Group Total:		16,476.16
HAFR7000 - The Hartford		
317681	10/18/2023	
Inv	085030325313	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/15/2023	Employee Life Insurance Benefit -September 2023	999.00
Inv 085030325313 Total		999.00
317681 Total:		999.00
HAFR7000 - The Hartford Total:		999.00
TLSI8011 - The Library Store		
317682	10/18/2023	
Inv	654024	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/27/2023	Steel shelf backstops	1,213.05
Inv 654024 Total		1,213.05
317682 Total:		1,213.05
TLSI8011 - The Library Store Total:		1,213.05
PTSP2011 - The Print Spot		
317683	10/18/2023	
Inv	7049	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/14/2023	Experience South Pas Brochures	154.22
Inv 7049 Total		154.22
Inv	7105	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/26/2023	Experience South Pas REPRINT	152.97

Check Number	Check Date	Amount
Inv 7105 Total		152.97
317683 Total:		307.19
PTSP2011 - The Print Spot Total:		307.19
TMOB4010 - T-Mobile		
317684	10/18/2023	
Inv 09212023		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/21/2023	AN 988212311 Service for 08/21/2023 through 09/20/2023	79.30
Inv 09212023 Total		79.30
317684 Total:		79.30
TMOB4010 - T-Mobile Total:		79.30
TRA5998 - Transtech Engineers, Inc.		
317685	10/18/2023	
Inv 20234376		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Building officials and plan check services July 2023.	24,742.50
Inv 20234376 Total		24,742.50
Inv 20234377		
<u>Line Item Date</u>	<u>Line Item Description</u>	
07/31/2023	Plan Check Services - July 2023	35,695.17
Inv 20234377 Total		35,695.17
317685 Total:		60,437.67
TRA5998 - Transtech Engineers, Inc. Total:		60,437.67
TRIEPIS - Tripepi, Smith and Associates, Inc.		
317686	10/18/2023	
Inv 10466		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	On-call strategic communication services	2,580.00
Inv 10466 Total		2,580.00
317686 Total:		2,580.00

Check Number	Check Date		Amount
TRIEPIS - Tripepi, Smith and Associates, Inc. Total:			2,580.00
DVDTULL - Tull, David			
317687	10/18/2023		
Inv	DW0823-01		
<u>Line Item Date</u>	<u>Line Item Description</u>		
08/18/2023	Residential Rebate for Energy Star Dishwasher		500.00
Inv DW0823-01 Total			500.00
317687 Total:			500.00
DVDTULL - Tull, David Total:			500.00
ULRI2994 - Ulrich, Clarence			
317688	10/18/2023		
Inv	SP-0003		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/12/2023	Senior Center-Halloween entertainment		350.00
Inv SP-0003 Total			350.00
317688 Total:			350.00
ULRI2994 - Ulrich, Clarence Total:			350.00
UND6710 - Underground Service Alert/SC			
317689	10/18/2023		
Inv	23-240805		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Underground Service Alert Fee		57.68
Inv 23-240805 Total			57.68
Inv	820230709		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/13/2023	Underground Service Alert Fee		178.00
Inv 820230709 Total			178.00
317689 Total:			235.68
UND6710 - Underground Service Alert/SC Total:			235.68
UPP7789 - Upper San Gabriel Valley MWD			
317690	10/18/2023		

Check Number	Check Date		Amount
Inv	2/08-23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	August 2023 MWD Water Purchased		88.33
Inv 2/08-23 Total			88.33
317690 Total:			88.33
UPP7789 - Upper San Gabriel Valley MWD Total:			88.33
VALD4011 - Valdez, Catalina			
317691	10/18/2023		
Inv	09/18/23		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	Reading People Training Reimbursement for Det. Valdez		63.72
Inv 09/18/23 Total			63.72
317691 Total:			63.72
VALD4011 - Valdez, Catalina Total:			63.72
TRIOVLLY - Valley Services, Inc.			
317692	10/18/2023		
Inv	INV2230031544A		
<u>Line Item Date</u>	<u>Line Item Description</u>		
10/02/2023	On-Site Meal Program and Home Delivery - July		3,236.80
Inv INV2230031544A Total			3,236.80
Inv	INV2230033943		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/26/2023	On-Site Meal Program and Home Delivery - August		4,603.20
Inv INV2230033943 Total			4,603.20
317692 Total:			7,840.00
TRIOVLLY - Valley Services, Inc. Total:			7,840.00
VEOC5011 - Veoci Inc.			
0	10/18/2023		
Inv	2286		
<u>Line Item Date</u>	<u>Line Item Description</u>		
07/03/2023	VEOCI Software Subscription for Fire and Police - 08/01/23-07/31		5,760.00
Inv 2286 Total			5,760.00

Check Number	Check Date	Amount
0 Total:		5,760.00
VEOC5011 - Veoci Inc. Total:		5,760.00
VERW6711 - Verizon Wireless		
317693	10/18/2023	
Inv	9944675872	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/17/2023	AN 842311063-00002 Fire Dept Ipads Services 08/18/23-9/17/23	769.26
Inv 9944675872 Total		769.26
317693 Total:		769.26
VERW6711 - Verizon Wireless Total:		769.26
VRTEKSOL - Vortech Solutions LLC		
317694	10/18/2023	
Inv	191023SPPD	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/02/2023	Public Safety Recruitment Fall Expo 10/19/23	950.00
Inv 191023SPPD Total		950.00
317694 Total:		950.00
VRTEKSOL - Vortech Solutions LLC Total:		950.00
VUL6601 - Vulcan Materials Company		
0	10/18/2023	
Inv	73784116	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/22/2023	Street Division Supplies - Materials for Roadway Repairs	2,539.95
Inv 73784116 Total		2,539.95
0 Total:		2,539.95
VUL6601 - Vulcan Materials Company Total:		2,539.95
BELWHRLE - Wehrle, Bellen		
317695	10/18/2023	
Inv	133650	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Refund for facility reservation deposit.	561.00

Check Number	Check Date		Amount
		Inv 133650 Total	561.00
		317695 Total:	561.00
		BELWHRLE - Wehrle, Bellen Total:	561.00
		WES4152 - West Coast Arborists, Inc.	
0	10/18/2023		
		Inv 204443	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		08/23/2023 Citywide Urban Forestry Services - Fire Damage Mitigation	37,530.00
		Inv 204443 Total	37,530.00
		Inv 205058	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		09/15/2023 Citywide Urban Forestry Services - 9.1.23- 9.15.23	4,860.00
		Inv 205058 Total	4,860.00
		Inv 205059	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		09/15/2023 Citywide Urban Forestry Services - 9.1.23-9.15.23	40,480.00
		09/15/2023 Citywide Urban Forestry Services - 9.1.23-9.15.23	450.00
		Inv 205059 Total	40,930.00
		0 Total:	83,320.00
		WES4152 - West Coast Arborists, Inc. Total:	83,320.00
		WLHD8020 - Westlake Hardware	
0	10/18/2023		
		Inv 14303630	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		09/28/2023 Water Distribution Supplies	249.28
		Inv 14303630 Total	249.28
		Inv 14303800	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		07/12/2023 Facilities Division-Rubber-Door Supplies- 7/12/23	92.72
		Inv 14303800 Total	92.72
		Inv 14303820	
		<u>Line Item Date</u> <u>Line Item Description</u>	
		07/18/2023 FIRE - Building Maintenance	83.75

Check Number	Check Date	Amount
Inv 14303820 Total		83.75
Inv 14303855		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/02/2023	Streets Division-Concrete 8/2/23	690.25
Inv 14303855 Total		690.25
Inv 14303856		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/02/2023	Streets Division-Concrete 8/2/23	690.25
Inv 14303856 Total		690.25
Inv 14303862		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/06/2023	FIRE - Building Maintenance	179.59
Inv 14303862 Total		179.59
Inv 14303876		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/09/2023	St. Light Division-Hand Tools 8.9.23	800.07
08/09/2023	St. Light Division-Safety Supplies 8.9.23	218.00
Inv 14303876 Total		1,018.07
Inv 14303885		
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/23/2023	Spare keys for units	28.00
Inv 14303885 Total		28.00
Inv 14303893		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/15/2023	Streets Division-Concrete 8.15.23	616.30
Inv 14303893 Total		616.30
Inv 14303894		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/15/2023	Streets Division-Concrete Mix 8.15.23	73.96
Inv 14303894 Total		73.96
Inv 14303906		
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/17/2023	Parks Division-Locks for Irrigation & Batteries for Controller	105.80
Inv 14303906 Total		105.80

Check Number	Check Date	Amount
Inv	14303909	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/17/2023	St. Light Division-Hand Tools	640.49
Inv 14303909 Total		640.49
Inv	14303914	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/23/2023	Medians-Electrical irrigation repairs 8.23.23	73.87
Inv 14303914 Total		73.87
Inv	14303926	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/28/2023	Facilities Division-Key supplies 8.28.23	82.84
08/28/2023	Facilities Division-Lock installation supplies 8.28.23	125.58
Inv 14303926 Total		208.42
Inv	14303932	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/29/2023	Streets Division-Tools 8.29.23	413.37
Inv 14303932 Total		413.37
Inv	14303936	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Sewer Division-sewer products 8.30.23	458.52
Inv 14303936 Total		458.52
Inv	14303939	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/30/2023	Facilities Divison-Keys 8.30.23	6.59
08/30/2023	Facilities Division-Small tools 8.30.23	219.40
Inv 14303939 Total		225.99
Inv	14303940	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/23/2023	Spare keys for water tower on La Portada	72.57
Inv 14303940 Total		72.57
Inv	14303941	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/23/2023	Traffic Bureau T/C Paint & billicke tank supplies	103.05
Inv 14303941 Total		103.05

Check Number	Check Date	Amount
Inv	14303942	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Water Production Supplies	228.59
Inv 14303942 Total		228.59
Inv	14303944	
<u>Line Item Date</u>	<u>Line Item Description</u>	
08/31/2023	Sewer Division-safety products 8.31.23	220.58
Inv 14303944 Total		220.58
Inv	14303958	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Water Distribution Supplies	88.12
Inv 14303958 Total		88.12
Inv	14303963	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Water Distribution Supplies	1,097.94
Inv 14303963 Total		1,097.94
Inv	14303977	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/13/2023	Small Tools for Distribution	697.77
Inv 14303977 Total		697.77
Inv	14304016	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Water Production Supplies	81.74
Inv 14304016 Total		81.74
Inv	14304017	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Water Production Supplies	61.64
Inv 14304017 Total		61.64
Inv	14304022	
<u>Line Item Date</u>	<u>Line Item Description</u>	
09/28/2023	Water Production Supplies	85.96
Inv 14304022 Total		85.96
0 Total:		8,586.59

Check Number	Check Date		Amount
WLHD8020 - Westlake Hardware Total:			8,586.59
PUFG8267 - Wong, Pauline Sam			
0	10/18/2023		
Inv	AdultSeptWalkin		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Adult Sept Line Dance Walk-In - Contract Instructor		240.50
Inv AdultSeptWalkin Total			240.50
Inv	SeniorSeptMo		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Senior Sept Line Dance Monthly - Contract Instructor		16.00
Inv SeniorSeptMo Total			16.00
Inv	SeniorSeptWalk		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/28/2023	Senior Sept Line Dance Wal- In - Contract Instructor		196.00
Inv SeniorSeptWalk Total			196.00
0 Total:			452.50
PUFG8267 - Wong, Pauline Sam Total:			452.50
RRXF5010 - Xerox Financial Services			
317696	10/18/2023		
Inv	4734853		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/02/2023	Contract #010-0061587-004 08/22 - 9/21/23 City Fac. Copiers		2,204.46
Inv 4734853 Total			2,204.46
317696 Total:			2,204.46
RRXF5010 - Xerox Financial Services Total:			2,204.46
YTI1023 - Y Tire Performance LLC			
317697	10/18/2023		
Inv	36101		
<u>Line Item Date</u>	<u>Line Item Description</u>		
09/21/2023	PD tire replacement unit #198		315.02
Inv 36101 Total			315.02
Inv	36475		
<u>Line Item Date</u>	<u>Line Item Description</u>		

Check Number	Check Date		Amount
09/21/2023		PD additional tire replacement unit #198	315.02
		Inv 36475 Total	315.02
317697 Total:			630.04
YTH1023 - Y Tire Performance LLC Total:			630.04
CONYEE - Yee, Connie			
0	10/18/2023		
		Inv FFSEPT	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/02/2023		Senior Functional Fitness Class - September 2023.	264.00
		Inv FFSEPT Total	264.00
		Inv HIITSEPTMO	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/02/2023		HIIT Training - Contract Instructor	23.40
		Inv HIITSEPTMO Total	23.40
		Inv HIITSEPTWI	
<u>Line Item Date</u>		<u>Line Item Description</u>	
10/02/2023		HIIT Class September Walk-In - Contract Instructor	266.50
		Inv HIITSEPTWI Total	266.50
0 Total:			553.90
CONYEE - Yee, Connie Total:			553.90
REP6115 - Yunex LLC			
0	10/18/2023		
		Inv 5610000231	
<u>Line Item Date</u>		<u>Line Item Description</u>	
08/28/2023		City-Wide Traffic Light Maintenance & Repairs	6,222.50
		Inv 5610000231 Total	6,222.50
0 Total:			6,222.50
REP6115 - Yunex LLC Total:			6,222.50
ZENNRUSA - Zenner USA, INC.			
317698	10/18/2023		

Check Number	Check Date	Amount
Inv	0080628-IN	
<u>Line Item Date</u>	<u>Line Item Description</u>	
10/03/2023	Special length 2 inch meters purchased to replace damaged meters	598.63
Inv 0080628-IN Total		598.63
317698 Total:		598.63
ZENNRUSA - Zenner USA, INC. Total:		598.63
Total:		567,310.93

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ATTACHMENT 4

Online Payments

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City of
SOUTH PASADENA

Online Payment Log			
Date	Vendor	Amount	Description
9/25/2023	UMPQUA Bank	\$22,715.94	Online Payment for August 2023 City Credit Card Expenses.
10/2/2023	So Cal Edison	\$137,333.57	Online Payment for Master Electric Account #11581.
10/9/2023	So Cal Gas	\$651.18	Online Payment for City So Cal Gas Accounts (08/14/23-09/13/23).
10/9/2023	So Cal Edison	\$40,451.41	Online Payment for City Owned Electric Accounts.

Total: **\$201,152.10**

City of
SOUTH PASADENA

August 2023 Credit Card Expense Summary		
Date	Description	Amount
8.2.2023	American Planning - Membership (Dean Flores)	\$520.00
8.3.2023	Staples for Community Development	\$42.99
8.8.2023	Expedia (Lodging) - (Sandra Robles)	\$433.09
8.8.2023	Expedia (Lodging) - (Dean Flores)	\$433.09
8.8.2023	Monthly Zoom Charge for Community Development	\$17.19
8.15.2023	EB Region 5 Round Table-Community Improvement	\$25.31
8.17.2023	CACEO.Code - Community Improvement	\$54.00
8.24.2023	Expedia (Lodging) - (Braulio Madrid)	\$443.57
8.24.2023	Event APA California - Conference (Dean Flores)	\$725.00
8.24.2023	Event APA California - Conference (Sandra Robles)	\$725.00
8.24.2023	Event APA California - Conference (Mackenzie Goldberg)	\$725.00
8.24.2023	Event APA California - Conference (Braulio Madrid)	\$725.00
8.25.2023	American Planning - Membership (Mackenzie Goldberg)	\$99.00
8.23.2023	Interstate Battery - Battery for frontline apparatus - Fire Dept.	\$154.95
8.1.2023	Rite Aid - National Night Out Tabling Event	\$39.07
8.1.2023	PRI Mgmt. Group - CA Law Enforcement Records Training	\$395.00
8.2.2023	GoLaw Enforcement AD - Police Officer & PO Recruit	\$560.00
8.2.2023	MISAC - Southern Chapter Full Membership	\$130.00
8.10.2023	Target - New Hire Supplies - HR.Risk Manager	\$63.08
8.10.2023	99 Cent Store - Employee Summer BBQ Supplies	\$83.66
8.10.2023	Vons - Employee Summer BBQ Food Items	\$99.98
8.14.2023	Etsy.com - Employee Summer BBQ Supplies	\$37.70
8.14.2023	Canoe House - HR.Risk Manager Welcome Lunch	\$41.12
8.15.2023	Gus' BBQ - HR.Risk Manager Lunch w.Director	\$66.15
8.16.2023	The Habit - City Council Meeting Dinner	\$134.53
8.22.2023	CDW Govt - Lenovo Go Wireless Numeric Keypad	\$86.83
8.28.2023	GoLaw Enforcement AD - Deputy Police Chief	\$120.00
8.28.2023	Ace Hardware - BBQ for Employee Summer BBQ Event	\$551.22
8.29.2023	Café XO - Special City Council Meeting Dinner	\$114.62
8.29.2023	Café XO - Special City Council Meeting Dinner.2nd receipt	\$15.44
8.22.2023	PayPal - ECO Quality - Mold Cleaners	\$625.00
8.23.2023	Bee Removers - Humane Bee Removal	\$135.00
8.25.2023	Bee Removers - Humane Bee Removal	\$135.00
8.2.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$25.98
8.2.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$21.97
8.2.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$32.23
8.2.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$18.39
8.6.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$28.52
8.6.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$34.96
8.10.2023	Source North America - 5 Gallon Composite Bucket w/ Drain	\$1,067.30

8.16.2023	Zoom. US - PW Zoom	\$84.93
8.18.2023	South Coast AQMD	\$207.84
8.18.2023	South Coast AQMD	\$207.84
8.18.2023	South Coast AQMD	\$4.61
8.18.2023	South Coast AQMD	\$4.61
8.20.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$17.80
8.20.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$23.80
8.20.2023	Pasadena - Mobile So Cal Base - CNG Fuel for PW	\$28.31
8.20.2023	South Coast AQMD	\$189.82
8.20.2023	South Coast AQMD	\$4.21
8.17.2023	Southwest Airlines - Conference Airfare for C. Billings	\$140.97
8.2.2023	Senior Center Foundation Champion Awards	\$26.00
8.2.2023	Senior Center Foundation Champion Awards	\$26.00
8.2.2023	Senior Center Foundation Champion Awards	\$26.00
8.2.2023	Senior Center Foundation Champion Awards	\$26.00
8.2.2023	Senior Center Foundation Champion Awards	\$26.00
8.11.2023	Granville - Working Lunch for Executive Team	\$105.79
8.11.2023	Kryterion - Webassessor	\$75.00
8.11.2023	ICMA Credentialing	\$50.00
8.15.2023	La Monarca - Grand Avenue Discussion	\$55.59
8.17.2023	California Preservation Foundation	\$75.00
8.6.2023	Constant Contact	\$232.00
8.10.2023	Charlie's Trio Café - Executive Team Lunch	\$98.69
8.18.2023	Amazon Marketplace - CMO Supplies	\$54.72
8.20.2023	Southwest Airlines - Conference Airfare for D. Megerdichian	\$514.96
8.20.2023	Southwest Airlines - Conference Airfare for D. Megerdichian	\$25.00
8.20.2023	California City Management Foundation - Membership	\$400.00
8.31.2023	SLI DO BRATISLAVA - Engage Annual Plan	\$210.00
8.31.2023	SLI DO BRATISLAVA - Engage Annual Plan	\$4.20
8.6.2023	Knox Company - Knox Box for Iron Works Museum	\$593.16
8.6.2023	Pavilions - Supplies for Camp Med	\$6.49
8.6.2023	Vons - Snacks for Camp Med	\$68.33
8.6.2023	Albertson's - Snacks for Camp Med	\$55.77
8.14.2023	Festival of Arts Laguna - Senior Center Excursion	\$280.00
8.18.2023	Amy's Hallmark - Décor for Breakfast with Santa	\$88.29
8.18.2023	Hobby Lobby - Décor for Senior Center Thanksgiving	\$245.90
8.20.2023	Costco - Cleaning Supplies & Water for Senior Center	\$57.11
8.23.2023	Pavilions - Supplies for National Picnic Luncheon	\$90.93
8.14.2023	Trader Joe's - Supplies for National Picnic Luncheon	\$66.02
8.25.2023	Vons - Supplies for National Picnic Luncheon	\$9.36
8.28.2023	Alin Party Supply - Luau Decoration for Senior Center	\$67.18
8.28.2023	Hobby Lobby - Thanksgiving Lunch Decorations	\$67.41
8.30.2023	Smart and Final - Snacks for Camp Med	\$284.61
8.30.2023	Hobby Lobby - Thanksgiving Lunch Decorations	\$219.44
8.2.2023	Pasadena - Mobile So Cal Base - CNG Fuel for CSD	\$9.38
8.3.2023	Pasadena - Mobile So Cal Base - CNG Fuel for CSD	\$50.65
8.4.2023	Netflix.com for Senior Center	\$15.49

8.6.2023	Pasadena - Mobile So Cal Base - CNG Fuel for CSD	\$45.64
8.7.2023	IN *THE SAUCE CREATIVE SE	\$310.63
8.10.2023	IMS REFRIGERATION - Community Services	\$327.83
8.10.2023	Pasadena - Mobile So Cal Base - CNG Fuel for CSD	\$56.36
8.10.2023	Pasadena - Mobile So Cal Base - CNG Fuel for CSD	\$43.96
8.11.2023	4IMPRINT INC - Totes for Health Fair	\$480.47
8.16.2023	DOMINOS - Staff Training Lunch	\$78.75
8.18.2023	HARBOR FREIGHT TOOL - Tarp for CSD Truck	\$26.26
8.20.2023	VONS - Camp Med Snacks	\$13.47
8.30.2023	PAVILIONS - Luau Cupcakes	\$116.91
8.31.2023	SP KING OF CHRISTMAS -Tree for Senior Center	\$732.06
8.31.2023	PAVILIONS - Insect Spray for CSD	\$7.71
8.7.2023	IACP Registration for Chief Solinsky	\$445.00
8.7.2023	IACP Registration for MA Wehrle	\$635.00
8.10.2023	IACP Registration for Corporal Borrello	\$520.00
8.10.2023	IACP Registration for Officer Kim	\$520.00
8.17.2023	USPS - Overnight of Enterprise fleet payment	\$28.75
8.26.2023	WLLR registration for PAs Lee and Munoz	\$950.00
8.30.2023	Smart & Final - Dry ice for employee BBQ	\$83.90
8.1.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$15.91
8.1.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$19.61
8.1.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$19.00
8.1.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$10.26
8.2.2023	CHEVRON - Fuel for Motor Officers	\$27.07
8.2.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$22.56
8.2.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$20.21
8.2.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$17.86
8.4.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$12.69
8.4.2023	CHEVRON - Fuel for Motor Officers	\$25.32
8.6.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$9.62
8.8.2023	CHEVRON - Fuel for Motor Officers	\$30.74
8.9.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$19.76
8.9.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$19.76
8.10.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$17.39
8.11.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$18.33
8.11.2023	CHEVRON - Fuel for Motor Officers	\$26.41
8.13.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$12.58
8.15.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$20.68
8.15.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$15.20

8.17.2023	CHEVRON 0308292	\$24.92
8.18.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$17.86
8.18.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$12.92
8.20.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$19.98
8.18.2023	CHEVRON - Fuel for Motor Officers	\$25.47
8.20.2023	CHEVRON - Fuel for Motor Officers	\$25.39
8.23.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$15.58
8.24.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$18.33
8.24.2023	CHEVRON - Fuel for Motor Officers	\$27.24
8.23.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$23.97
8.25.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$13.68
8.24.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$21.62
8.27.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$17.16
8.27.2023	CHEVRON - Fuel for Motor Officers	\$29.71
8.29.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$17.86
8.29.2023	CHEVRON - Fuel for Motor Officers	\$30.51
8.31.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$22.09
8.31.2023	CHEVRON - Fuel for Motor Officers	\$25.36
8.31.2023	Tesla Inc Supercharger - Charging for Police Vehicles	\$24.91
8.3.2023	CSMFO - Training for Finance Staff	\$400.00
8.3.2023	CSMFO - Training for Finance Staff	\$100.00
8.6.2023	FedEx - Shipping of Materials	\$11.85
8.16.2023	Café X20 - Community Engagement	\$50.00
8.20.2023	Pitney Bowes - Sealer and Ink for Postage Machine	\$283.65
8.29.2023	USPS - Shipping Supplies to Consultant	\$12.89
8.31.2023	Trader Joe's - Employee Summer BBQ Supplies	\$26.53
8.31.2023	Pavilions - Employee Summer BBQ Supplies	\$118.45
8.31.2023	Vons - Employee Summer BBQ Supplies	\$487.20
Total:		\$22,715.94

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ATTACHMENT 5
Prepaid &Warrant Voids

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Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/05/2023 - 11:57AM
 Batch: 00002.09.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: AMCPTIAL				American Capital Enterprises, I						
Check No: 317092				Check Date: 08/16/2023						
	363.64	CIT777	04/28/2023	3rd Collections for EMS Overdue Serv					No	0
101-5010-5011-8025-000										
Check Total:	363.64									
Vendor Total:	363.64									
Report Total:	363.64									

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/05/2023 - 2:36PM
 Batch: 00002.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: TACTSECR				Tactical Integrated Security						
Check No: 317372				Check Date: 09/06/2023						
	140.00	1204	08/01/2023	Service call for CCTV system					No	1
101-4010-4011-8110-000										
Check Total:	140.00									
Vendor Total:	140.00									
Report Total:	140.00									

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 10/05/2023 - 1:11PM
 Batch: 00001.10.2023



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: HDUA5412				Home Depot USA, Inc.						
Check No: 317537				Check Date: 10/04/2023						
	275.63	764930285	09/12/2023	Foam hand sanitizer					No	0
101-8010-8011-8120-000										
Check Total:	275.63									
Vendor Total:	275.63									
Report Total:	275.63									

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ATTACHMENT 6
Payroll Summary

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Payroll

Payroll Summary Report



Payroll Date: 9/29/2023 Regular

Checks	\$	383.00
Direct Deposits	\$	560,083.65
IRS Payments	\$	119,020.41
EDD - State of CA	\$	38,312.47
PERS Pension	\$	136,279.05
Deferred Comp	\$	26,651.08
PERS Health	\$	-

Subtotal: \$ 880,729.66

Grand Total: \$ 880,729.66

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City Council Agenda Report

ITEM NO. 8

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

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

SUBJECT: **Consideration of Approval of City Council Meeting Minutes for February 15, 2023 and September 18, 2023**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meetings of February 15, 2023 and September 18, 2023.

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 is no fiscal impact anticipated as Division staff is facilitating the work related to this project.

Attachments:

1. February 15, 2023 Regular City Council Meeting Minutes
2. September 18, 2023 Special City Council Meeting Minutes

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ATTACHMENT 1

February 15, 2023 Regular City Council Meeting Minutes

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

MINUTES

WEDNESDAY, FEBRUARY 15, 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, January 18, 2023, at 7:24 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	Jack Donovan
Councilmember	Michael A. Cacciotti
Councilmember	Janet Braun

ABSENT

None.

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; Andrew Jared, City Attorney; Desiree Jimenez, Chief City Clerk 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 Braun.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION

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

- 1. *Travelers Ins. v. So. Pasadena* (LASC Case No. 22STCV22759)
- 2. *Fahren James and Victoria Patterson v. City of South Pasadena* (CDCA Case No. 2:21-cv-08256-DSF-KK)
- 3. *Forbes v. So. Pasadena* (LASC Case No. 22STCV30042)
- 4. *Albina Magdalena Ormeno v. City of South Pasadena; Mercury Overseas, Inc.* (22AHCV01170)

B. REAL PROPERTY NEGOTIATIONS

(Government Code Section 54956.8)

- 1. Property Address: 660 Stoney Drive
Agency Negotiator: Arminé Chaparyan, City Manager
Negotiating Party: Arthur Becerra, South Pasadena Batting Cages
Under Negotiation: Price and Terms

City Attorney Andrew Jared reported that the City Council recessed into closed session at 5:45 P.M. with all members present. Mayor Primuth did not participate in Item No. 1. No reportable action was taken regarding any of the items.

The City Council recessed from Closed Session at 6:27 P.M.

City Attorney Jared reported on February 1, 2023, City Council Meeting Closed Session. No reportable action taken on items. Council recessed from February 1, 2023, Closed Session at 1:37 A.M.

PUBLIC COMMENT

2. Public Comment – General – General (Non-Agenda Items)

Zoom Public Comments:

Yvonne La Rose spoke on Black History Month and Sundown Proclamations.

Alan Ehrlich spoke on items on the warrants.

RECOGNITION / INTRODUCTION

3. STAFF INTRODUCTION

Finance Department:

John Downs, Interim Finance Director

City Manager Chaparyan introduced John Downs.

Community Development:

Jose Martinez, Planning Counter Technician

Deputy Community Development Director Alison Becker introduced Jose Martinez.

CHANGES TO THE AGENDA

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

Mayor Primuth requested taking the below reorder of the items after consent calendar.

- Item No. 14
- Item No. 10
- Item No. 11
- Item No. 13
- Item No. 12

CONSENT CALENDAR

COUNCIL MOTION AND ACTION:

Mayor Pro Tem Zneimer requested to pull Items No. 6 and 7 for separate discussion. A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Zneimer to approve the remainder of the consent calendar. The motion carried 5-0, by the following vote:

AYES: Braun, Donovan, Cacciotti, Zneimer, Mayor Primuth

NOES: None.

ABSENT: None.

ABSTAINED: None.

5. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$12,534.42; GENERAL CITY WARRANTS IN THE AMOUNT OF \$533,501.77; VOIDS IN THE AMOUNT OF (\$1,363.94); ONLINE PAYMENTS IN THE AMOUNT OF \$100,262.26; PAYROLL IN THE AMOUNT OF \$966,864.03

Recommendation

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

A motion was made to approve recommendation on the Consent Calendar.

6. MONTHLY INVESTMENT REPORT FOR DECEMBER 2022

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for December 2022.

Hsiulee Tran, Deputy Finance Director/Controller introduced the item.

COUNCIL ACTION AND MOTION

Mayor Pro Tem Zneimer suggested the Finance Department review the investment reports with the Elected Treasurer as well as consultants.

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 Consent Calendar Item No. 6, as presented. 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 A PURCHASE ORDER TO D&R OFFICE WORKS, INC. FOR LIBRARY WORKSTATIONS AND APPROPRIATE \$10,000 FROM GENERAL FUND RESERVES

Recommendation

It is recommended that the City Council:

1. Appropriate \$10,000 to the Library Building Improvements Account No. 101-8010-8011-8500 from the General Fund Reserves;
2. Approve a purchase order to D&R Office Works, Inc. for the purchase of eight (8) workstations for Library staff, including delivery, assembly, and sales tax; and
3. Authorize the City Manager to execute the purchase order with D&R Office Works, Inc. in an amount not to exceed \$44,000, including the \$42,221.46 quoted price and a \$1,778.54 contingency.

Library Director, Cathy Billings, responded to questions from Mayor Pro Tem.

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 Consent Calendar 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.

8. ADOPTION OF A RESOLUTION ADOPTING AN UPDATED CITY OF SOUTH PASADENA EMERGENCY OPERATIONS PLAN AND ANNEXES

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING AN UPDATED EMERGENCY OPERATIONS PLAN AND ANNEXES

Recommendation

It is recommended that the City Council adopt the updated Emergency Operations Plan and associated Annexes.

A motion was made to approve recommendation on the Consent Calendar.

PUBLIC HEARING

9. PUBLIC HEARING TO RECEIVE OBJECTIONS OR PROTESTS TO THE VEGETATION MANAGEMENT PROGRAM REGARDING THE ABATEMENT OF WEEDS, BRUSH, RUBBISH AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY AND AUTHORIZING BY MINUTE ORDER THE ABATEMENT OF HAZARDOUS VEGETATION

Recommendation

It is recommended that the City Council, after holding a Public Hearing and receiving public testimony and hearing any objections or protests to the procedures for abating brush and native vegetation fire hazards identified in Resolution No.7801, adopt by motion an order directing the abatement of hazardous vegetation.

Fire Chief Paul Riddle gave a presentation on the item.

Mayor Primuth opened the public hearing at 8:58 P.M.

Zoom Public Comment:

Yvonne LaRose asked a question regarding overgrown shrubs.

The Public Hearing closed at 9:00 P.M.

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 Item No. 9 as presented. The motion carried 5-0, by the following vote:

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

ACTION / DISCUSSION

10. PRESENTATION OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB) ACTUARIAL STUDY BY FOSTER & FOSTER

Recommendation

It is recommended that the City Council receive and file the presentation of the Other Post-Employment Benefits Liability Actuarial Study by Foster & Foster.

Deputy Finance Director/Controller Hsiulee Tran introduced the item and Foster & Foster Consultant MaryBeth Redding.

Consultant MaryBeth Redding gave a presentation on the item.

Staff responded to Council questions.

Without objection, the item was received and filed by the City Council.

11. PRESENTATION OF THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2022

Recommendation

Staff recommends that the City Council receive and file the annual audit reports for the year ended June 30, 2022.

Deputy Finance Director/Controller Hsiulee Tran gave a presentation.

Staff responded to Council questions.

In Person Public Comment:

Josh Beta commented on the item and finance software.

Zoom Public Comment:

Alan Ehrlich commented on the item and cost of legal fees.

Without objection, the item was received and filed by City Council.

12. TERMINATION OF EMERGENCY ORDER EFFECTIVE MARCH 1, 2023; REMOTE TELECONFERENCING MEETING OF LEGISLATIVE BODIES; CONTINUATION OF PARTICIPATION BY THE PUBLIC THROUGH REMOTE ACCESS

Recommendation

The Agenda Report will be provided under separate cover.

Assistant to the City Manager Tamara Binns gave a presentation.

Staff responded to questions raised by Council.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Braun, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to approve Item No. 12 as presented with the additional document. The motion carried 5-0, by the following vote:

AYES: Braun, Cacciotti, Donovan, Zneimer, Mayor Primuth

NOES: None.

ABSENT: None.

ABSTAINED: None.

13. FINANCE DEPARTMENT CURRENT STATUS UPDATE AND ORGANIZATIONAL ASSESSMENT

Recommendation

It is recommended that the City Council receive and file a report and presentation on the Finance Department Current Status Update/ Organizational Assessment.

Deputy City Manager Domenica Megerdichian and Interim Finance Director John Downs gave a presentation on the item.

In Person Public Comment:

Josh Beta commented on the item.

Without objection, the item was received and filed by City Council.

INFORMATIONAL REPORT

14. PRESENTATION OF THE CITY'S INVESTMENT BY MORGAN STANLEY AND WESTERN ASSET MANAGEMENT

Recommendation

It is recommended that the City Council receive and file the presentation of the City's Investment by Morgan Stanley and Western Asset Management.

Finance Manager Albert Trinh presented and introduced consultants.

Consultant Brian Longpre from Western Asset Management and David Polis from Morgan Stanley presented the item and gave a presentation.

In Person Public Comment:

Josh Beta commented on the item and Yield.

Zoom Public Comment:

Alan Ehrlich commented on the item and past annual reports.

Without objection, the item was received and filed by City Council.

15. Councilmembers Communications

Councilmember Donovan gave a update on the Community Services Commission.

Councilmember Cacciotti gave a presentation on events attended, meetings attended, electric leaf blower initiative, Arroyo Seco Golf Course.

Councilmember Cacciotti addressed finances of the Golf Course and requested staff bring back to Council a policy for groups renting the Golf Course.

Councilmember Cacciotti motioned to go out for a Request for Proposals for Investment Advisors. Councilmember Bruan seconded the motion.

Mayor Pro Tem Zneimer commented on the Tesla vehicles and its costs.

Mayor Pro Tem Zneimer motioned for staff to bring report to Council addressing Southern California Edison's Charge Ready Station timelines and Tesla's premature delivery. Councilmember Donovan seconded the motion.

Councilmember Braun – no comments.

Mayor Primuth – no comments.

16. City Manager Communications

City Manager Chaparyan – no comments.

PUBLIC COMMENT – CONTINUED

17. CONTINUED PUBLIC COMMENT – GENERAL

None.

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the meeting of the City Council at 11:21 P.M., to the next Regular City Council meeting scheduled on Wednesday, March 1, 2023.

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

September 18, 2023 Special City Council Meeting Minutes

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**CITY OF SOUTH PASADENA
SPECIAL MEETING OF THE CITY
COUNCIL**

MINUTES

MONDAY, SEPTEMBER 18, 2023, AT 6:30 P.M.

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Primuth on Monday, September 18, 2023, at 7:03 P.M. in the City Council Chambers, 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT

Mayor	Jon Primuth
Mayor Pro Tem	Evelyn G. Zneimer
Councilmember	Jack Donovan
Councilmember	Michael A. Cacciotti

ABSENT

Councilmember	Janet Braun
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Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

Arminé Chaparyan, City Manager; David Snow, City Attorney; and Roxanne Diaz, City Attorney were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Evelyn G. Zneimer led the Flag Salute.

PUBLIC COMMENT

1. PUBLIC COMMENT

In Person Public Comment:

Anne Bagasao spoke regarding the General Plan and Downtown Specific Plan.

PUBLIC HEARING

2. CONSIDERATION OF A NEW GENERAL PLAN, ASSOCIATED DOWNTOWN SPECIFIC PLAN, AND PROGRAM ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE PROJECT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING THE 2023 GENERAL PLAN AND THE DOWNTOWN SPECIFIC PLAN AS SHOWN IN EXHIBIT A, EXHIBIT B, EXHIBIT C, AND EXHIBIT D, AND RESCIND THE MISSION STREET SPECIFIC PLAN

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, RESCINDING THE MISSION STREET SPECIFIC PLAN AS ADOPTED IN ORDINANCE NO. 2035

Recommendation

It is recommended that the City Council open the Public Hearing, receive public testimony on the project, and continue the Public Hearing to September 27, 2023, at which time the Council would consider:

1. Adopting a Resolution to certify and adopt the Program Environmental Impact Report (PEIR) prepared for the project, making required findings and adopting a statement of overriding considerations;
2. Adopting a Resolution to adopt the General Plan and the Downtown Specific Plan (DTSP) Update, inclusive of Planning Commission direction and errata revisions to both the General Plan and DTSP; and
3. Introducing an Ordinance to rescind the Mission Street Specific Plan upon the effective date of the DTSP.

Deputy Director of Community Development Alison Becker made a presentation on the item.

In Person Public Comment:

The following individuals spoke on the item:

- Ed Simpson
- Jacob Pierce
- Anne Bagasao
- Steve Koch
- Samantha Hill
- Rick Schneider
- Harry Knapp
- Ed Elsner

Zoom Public Comment:

Keith Diggs spoke regarding the item.

Table B3.2 in the General Plan was discussed.

Staff, City Attorney Snow and consultant Kaiser Rangwala responded to City Council questions and concerns including deadlines of the Housing Element, General Plan, Downtown Specific Plan, among other topics.

City Attorney Snow and City Attorney Diaz gave recommendations.

COUNCIL ACTION AND MOTION

City Council directed staff to make edits to Table 651 and comply with various provisions with respect to bringing it back through the public process and the Council as quickly as possible and bring back more information relating to the public process at the September 27 City Council meeting, while staff works towards amending the Housing Element.

After extensive discussion, a motion was made by Councilmember Cacciotti, seconded by Councilmember Donovan and approved by roll call vote to continue Item No. 2 to the September 27, 2023, City Council meeting at 7:00 P.M. The motion carried 4-0-1, by the following vote:

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

3. PROPOSED AMENDMENTS TO SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) AND ZONING MAP RELATED TO INCREASED DENSITY BY REZONING THE EXISTING FOCUSED AREA OVERLAY ZONE TO MIXED-USE OVERLAY ZONE AND INCREASE DENSITY IN THE CERTAIN RESIDENTIAL ZONING DISTRICTS IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATED TO INCREASED DENSITY INCLUDING REZONING THE EXISTING FOCUSED AREA OVERLAY ZONE TO MIXED-USE OVERLAY ZONE AND INCREASING DENSITY IN THE RESIDENTIAL ZONING DISTRICTS, AND AMENDING THE ZONING MAP IN COMPLIANCE WITH THE UPDATED GENERAL PLAN AND THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT

Recommendation

It is recommended that the City Council open the public hearing, receive public testimony on the project, and continue the Public Hearing to September 27, 2023, at which time the Council would consider introducing an Ordinance to:

- 1. Amend certain South Pasadena Municipal Code Sections pertaining to rezoning of properties consistent with the General Plan update and the 2021-2029 (6th Cycle) Housing Element which will do the following:
 - a. Add Section 36.230.050 (Mixed-Use Overlay Development Standards) for the newly established Mixed-Use Overlay District;
 - b. Amend Section 36.250.340 (Focus Area Overlay District), to eliminate the Focus Overlay District and replace it with the newly established Mixed-Use Overlay;
 - c. Increase density in the RM, RH, and Mixed-Use Overlay Districts in compliance with the Housing Element Programs; and
 - d. Amend other Code Sections relating to ancillary changes to the SPMC regarding reference to the new Downtown Specific Plan (DTSP), adoption of the new Zoning Map, other and minor changes to the Residential and Commercial zoning district standards in relation to the rezoning.
- 2. Amend the Zoning Map to eliminate the Focus Area Overlay zone and the Mission Street Specific Plan boundary, and replace them with the Mixed-Use Overlay zone and the Downtown Specific Plan boundary, respectively.

Planning Manager Matt Chang made a presentation on the item.

Community Development staff and City Attorney Snow responded to the Council's questions regarding the Arroyo region and on rezoning of medium density.

In Person Public Comments:

Ed Elsner spoke regarding the item.

COUNCIL ACTION AND MOTION

Mayor Primuth and Mayor Pro Tem Zneimer requested that necessary edits be made to the table in question and, in future versions of the table, to reference the sources of information included.

After extensive discussion, a motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer, and approved by roll call vote to continue Item No. 3 to the September 27, 2023, City Council meeting. The motion carried 4-0-1, by the following vote:

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

4. PROPOSED AMENDMENTS TO SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) PERTAINING TO APPLICABLE PROGRAMS IN THE 2021-2029 HOUSING ELEMENT (120-DAY IMPLEMENTATION PROGRAMS)

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.370 (AFFORDABLE HOUSING INCENTIVES) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO REVISE REGULATIONS TO CONFORM TO STATE DENSITY BONUS LAW (CALIFORNIA GOVERNMENT CODE SECTION 65915)

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 ARTICLE 2 DIVISION 36.22 AND CHAPTER 36 ARTICLE 3 DIVISION

36.350 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA RELATING TO EMPLOYEE HOUSING

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING DIVISION 36.375 OF THE CITY CODE OF THE CITY OF SOUTH PASADENA CODE RELATING TO INCLUSIONARY HOUSING REQUIREMENTS

Recommendation

It is recommended that the City Council open a Public Hearing, receive public testimony on the project, and continue the Public Hearing to September 27, 2023, at which time the Council would consider introducing:

1. An Ordinance amending Division 36.370 (Affordable Housing Incentives) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the City Code of the City of South Pasadena to revise regulations to conform to State Density Bonus law (California Government Code Section 65915);
2. An Ordinance amending Chapter 36 (Zoning) of the City of South Pasadena Municipal Code including Division 36.220 (Residential Zoning Districts) of Article 2 (Zoning Districts, Allowable Land Uses, and Zone-Specific Standards); Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards); and Division 36.700 (Definitions of Specialized Terms and Phrases) of Article 7 (Definitions/Glossary), relating to Employee Housing; and
3. An Ordinance amending Division 36.375 (Inclusionary Housing Requirements) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) the City Code of the City of South Pasadena relating to Inclusionary Housing requirements.

Deputy Director of Community Development Alison Becker made a presentation on the item.

Staff and City Attorney answered and provided clarity to questions from the Council.

In Person Public Comment:

Harry Knapp spoke regarding the item.

COUNCIL ACTION AND MOTION

A motion was made by Councilmember Cacciotti, seconded by Mayor Pro Tem Zneimer and approved by roll call vote to continue Item No. 4 to the September 27, 2023, City Council meeting. The motion carried 4-0-1, by the following vote:

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

ACTION/DISCUSSION

5. APPROVE FUND ALLOCATION AND CONSIDERATION OF THE APPROVAL OF THE FIRST CONTRACT AMENDMENT WITH RANGWALA ASSOCIATES TO COMPLETE THE GENERAL PLAN UPDATE AND DOWNTOWN SPECIFIC PLAN DOCUMENTS IN AN AMOUNT NOT-TO-EXCEED \$26,200

Recommendation

It is recommended that the City Council:

1. Allocate and appropriate \$26,200 from General Fund Account 101-0000-0000-3200-000 to Community Development Department Professional Services Account Number 101-7010-7011-8170-000; and
2. Authorize the City Manager to execute the First Amendment to the Rangwala Associates Professional Services Agreement (PSA) for the General Plan Update and Downtown Specific Plan to finalize documents in the amount of \$26,200 for a total not-to-exceed amount of \$177,100.

Community Development Director Angelica Frausto-Lupo gave a presentation on the item.

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. 5, as presented. The motion carried 4-0-1, by the following vote:

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

ADJOURNMENT

There being no further matters, Mayor Primuth adjourned the Special Meeting of the City Council at 9:22 P.M. City Council reconvened into closed session.

Respectfully submitted:

 Mark Perez
 Deputy City Clerk

APPROVED:

Jon Primuth
Mayor

ATTEST:

Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT



City Council Agenda Report

ITEM NO. 9

DATE: October 18, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Sheila Pautsch, Community Services Director
SUBJECT: **Adoption of a Resolution Approving the Blanket Authority to File Applications for Grant Funds from Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs**

Recommendation

It is recommended that the City Council:

1. Adopt a resolution approving an application for Measure A Funding for Projects and Programs; and
2. Authorize the City Manager or designee to sign the application and all related grant documents.

Executive Summary

The Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure, or Measure A, was developed to meet current and future park needs throughout Los Angeles County. Its content reflects the findings of the Countywide Parks and Recreation Needs Assessment that was completed in 2016. Measure A was approved by voters in 2016 and includes both formula-based allocations to agencies throughout the study area, as well as competitive grants that are open to public agencies, non-profit organizations, and schools. In order to apply for and accept Measure A funds, the Los Angeles County Regional Park and Open Space District requires a resolution from the City of San Gabriel. Staff recommends that the City Council adopt Resolution 22-22 authorizing the acceptance of Measure A funds.

Background

In 1992 and 1996, Los Angeles County voters approved two local parks funding measures, both called Proposition A. The 1992 Proposition A created the Regional Park and Open Space District (RPOSD) and generated annual revenue of \$52 million until its expiration in 2015. The 1996 Proposition A generated \$28 million annually and expired in 2019. Since 1992, RPOSD awarded grant funds for more than 1,500 projects for parks, recreational, cultural, and community facilities as well as beaches and open space throughout the county.

As Proposition A came to an end, Los Angeles County launched a Countywide Parks and Recreation Needs Assessment (PNA) to determine park needs countywide. The PNA included a countywide inventory of parks, analysis of park needs, and community engagement process. Measure A, the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure, was developed to meet current and future park needs as identified in the PNA. Measure A is an annual parcel tax of 1.5 cents per square foot of improved property. The Measure was approved by voters in 2016. It generates more than \$90 million per year for county local parks, beaches, and open space areas. Measure A includes both formula-based allocations to Study Areas and competitive grants that are open to public agencies, non-profit organizations, and schools. Unlike Proposition A, Measure A does not have an expiration date.

Analysis

Annual Allocation grant programs use a formula to provide funds to identified public agencies on an annual basis. As part of the community-based park investment program, the City of South Pasadena's annual allocation is about \$83,770. Agencies who receive annual allocation funds have several options for how they may use the funds, including expend, accrue, bond, and share/transfer. Including the most recent allocation (FY 2022-23), the City's current available balance of the allocated Measure A funds is \$559,871. Staff is looking to draw down and spend these funds on the construction of two pocket parks and will bring a future item to the Council requesting expenditure.

Fiscal Impact

The Measure A annual allocation funding is a continuous grant award that provides funds to public agencies. The City has an available balance of \$559,871 which would provide partial funds for both pocket parks. Fund 279 was created to track all expenditures and revenues from Measure A.

Key Performance Indicators and Strategic Plan

This item is in line with the department's Key Performance Indicators and/or aligns with the Strategic Plan, which is committed to enhancing community sustainability through investment in infrastructure and environmental management programs.

Commission Review and Recommendation

This item was reviewed by the Community Services Commission, formally the Parks and Recreation Commission (Commission), and was recommended to the City Council to move forward with the conceptual designs of the pocket park. There were two community meetings held for both pocket park sites on February 10, 2018, and a special meeting of the Commission on March 12, 2018. The item was again revisited on May 10, 2021, at a Commission due to the lapse in time due to the pandemic. The recommendation remained the same.

Attachment: Proposed Resolution

ATTACHMENT 1

Proposed Resolution

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RESOLUTION NO. _____

RESOLUTION OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of South Pasadena to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of South Pasadena must comply with; and

WHEREAS, the City of South Pasadena will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and
2. Certifies that the City of South Pasadena understands the assurances and will comply with the assurances in the application form; and
3. Appoints the City Manager or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

PASSED, APPROVED AND ADOPTED ON this 18th day of October, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk

Roxanne Diaz, 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 18th day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez, Deputy City Clerk



City Council Agenda Report

ITEM NO. 10

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Tamara Binns, Assistant to the City Manager
Mark Jimenez, Management Analyst

SUBJECT: **Consideration of a Discretionary Fund Request from Mayor Pro Tem Evelyn Zneimer in the amount of \$2,000 for the Chamber of Commerce Holiday Tree/Menorah Lighting Event**

Recommendation

It is recommended that the City Council consider approval of a Discretionary Fund request by Mayor Pro Tem in the amount of \$2,000 to support the Chamber of Commerce Holiday Tree/Menorah Lighting event Pasadena.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for the application of City Council discretionary budget accounts. It requires that use of such funds may be used if findings can be made by the City Council. Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per Councilmember account. The allocated funds need not be encumbered by a purchase order to be carried over to the following fiscal year. In Fiscal Year (FY) 2019-20, the Budget included \$20,000 of Discretionary Funds, which amounts to \$4,000 per Councilmember. Each Fiscal Year since, the budget has remained at \$20,000 for Discretionary Funds. As part of the FY 2023-2024 Budget process, the carry-over of Discretionary Funds from prior Fiscal Years was approved, and this change is annotated on page 62 of the adopted budget.

Analysis

The City Council receives an annual discretionary fund and shall make the following specific findings before recommending the use of any funds in a discretionary account for City-related projects or purchases: a) The expenditure has a public purpose benefitting the City; b) The expenditure is free of any conflicts of interest that may arise from the use of City funds; and c) The expenditure is not a gift to any individual,

corporation, or municipality, but is only used to benefit the general public of the City. The following table displays the current discretionary fund balances:

City Councilmembers Discretionary Funds							
Fiscal Year 2023-2024							
		District 1	District 2	District 3	District 4	District 5	Total
		Zneimer	Donovan	Primuth	Cacciotti	Braun	
Date	Fiscal Year 2023-2024 Balance	\$6,000	\$5,700	\$8,000	\$8,000	\$6,000	\$33,750
Pledged	Description						
10/18/2023	Menorah Holiday Lighting	\$2,000					
	<i>YTD Appropriations</i>	\$2,000					
	Available 10/05/2023	\$4,000	\$5,700	\$8,000	\$8,000	\$6,000	\$31,750

On September 15, 2023, Mayor Pro Tem Zneimer requested approval and received a second from Mayor Primuth to allocate Discretionary Funds in the amount of \$2,000 for the acquisition of a Menorah. This request aligns with a public purpose, aiming to enhance cultural celebrations within the City by acquiring a Menorah for the community. There are no known or anticipated conflicts of interest associated with the use of City funds for this purchase, and it is intended to benefit the general public by providing a Menorah for festive occasions within the City, such as the Chamber’s holiday event .

As per the South Pasadena Purchasing Policy, when acquiring goods or general services with a value ranging from \$2,501 to \$10,000, it is mandatory to obtain written quotations. Attachment 1 includes three quotations for the procurement of the Menorah. Below, (table 1) shows a summary of the three quotations that have been submitted.

Table 1: Quotations for Menorah 9ft

Vendor	Amount
Judica	\$3,153.15
Menorah.net	\$2,000.00
Mosca Design	\$2,998.00

The city has determined that Menorah.net is the most cost-effective and prompt bidder. Pending approval by the city council tonight, the city will proceed to initiate payment processing with Menorah.net.

Fiscal Impact

Current FY 2023-2024 Budget is \$33,750 for City Council Discretionary Funds, and this request will reduce the Fund balance to \$31,740. The FY 2023-2024 budget information is listed on page 64 of the Budget.

Attachment - Quotes for Menorah 9ft

ATTACHMENT

Quotes for Menorah

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Your Cart (1)



Extra Large 9 Foot Electric Display Menorah with Bulbs (Silver)

Shipping Fee: Oversized Shipping +\$250.00

× \$2,860.00

[Save for later](#) | [Edit](#) [Remove](#)

\$2,860.00

[Clear Cart](#)

Subtotal	\$2,860.00
Estimated tax	\$293.15
Shipping (Free Shipping)	\$0.00
Coupon code?	Click Here ▾

TOTAL **\$3,153.15**

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Billing details

Tamara	Binns
United States (US)	
1414 Mission Street	
Apartment, suite, unit, etc. (optional)	
South Pasadena	
California	
91030	

Product	Subtotal
9 ft. Indoor/Outdoor Display Menorah × 1 Base: Outdoor In-ground base Light Bulbs: 9 Light Bulbs	\$1,850.00
Subtotal	\$1,850.00
Shipping	Product Shipping: \$150.00
Total	\$2,000.00

Credit Card     



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info@moscadesign.com

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Product	Price	Quantity	Subtotal
  9 ft. Indoor/Outdoor Display Menorah	\$2,998.00	1	\$2,998.00

UPDATE CART

Cart totals

Subtotal	\$2,998.00
Shipping	Freight Shipping - To Be Determined.. Shipping to South Pasadena, CA 91030. Change address
Tax (estimated for the United States (US))	\$0.00
Total	\$2,998.00

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City Council Agenda Report

ITEM NO. 11

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager *AL*

PREPARED BY: Roxanne Diaz, City Attorney

SUBJECT: **Consideration of An Ordinance of the City of South Pasadena, California, Amending Chapter 1, Chapter 1A and Section 24.02 of the South Pasadena Municipal Code to Update the Provisions Related to Violations of the Code, Including Substandard Buildings, Penalties for Code Violations and Procedures Related to Code Violations**

Recommendation

It is recommended that the City Council consider introduction of the Ordinance for first reading and waive full reading of the Ordinance amending the South Pasadena Municipal Code updating the provisions related to violations of the code, including substandard buildings, and the penalties and procedures related to Code violations.

Executive Summary

The purpose of the proposed ordinance is to modernize the general penalty provisions of the South Pasadena Municipal Code ("Code") as well update sections of the City's Administrative Citations chapter. With respect to fines, including fines for administrative citations, the proposed ordinance makes various amendments to be compliant with State law relating to hardship waivers and the amount of certain fines.

Background

The Community Improvement Division of the Community Development Department is the department that responds to complaints from residents and businesses as well as conducts inspections and determines when a violation of the City's Code exists. The goal of the Community Improvement Division is to help preserve and improve the quality of life of the City's residents and businesses primarily through education and communication but when necessary, enforcement of the Code.

Code violations may be enforced civilly by the issuance of an administrative citation and in some cases through a criminal process either as a misdemeanor or infraction. As part of the City Attorney's review of the City's practices and procedures, the City Attorney has been working with the Community Improvement Division in reviewing its code enforcement activities and have discussed improving the existing Code provisions related

to enforcement. This proposed ordinance addresses the Community Improvement Division's immediate needs, specifically with the adoption of the updated penalty amounts as well as adoption of more robust provisions related to the general violation section. We expect that additional ordinances will be brought forward as we continue our work with the Community Improvement Division to ensure that Staff has the tools necessary to implement an effective and efficient community improvement program.

Analysis

The proposed ordinance modernizes the City's "General Penalty" provisions in Chapter 1 of the Code as well as several provisions of the City's "Administrative Citation" provisions in Chapter 1A as further described below. A "legislative digest" that redlines current code provisions is also provided as an attachment.

Revisions to General Penalty Provisions

Section 1.7- Violations of Code and General Penalty

This Section has been renamed and revised to provide that violations of the Code may be prosecuted as a misdemeanor or as an infraction. In addition, any violation of the Code may be addressed as an administrative citation or a violation may be summarily abated as a public nuisance. Last, there is language regarding the prosecutorial discretion of the city prosecutor and/or the city attorney related to Code violations.

Section 1.7 now includes the penalty or fine amounts for infractions. Pursuant to Government Code 36900, the fine for violations that are infractions are \$100 for the first offense; \$200 for the second violation of the same Code provision within one year; and \$500 for each additional violation of the same Code provision within one year.

For violations of a city's building and safety codes, those penalty amounts were increased by statute. Accordingly, the fine amounts for a violation of local building and safety codes are \$130 for a first violation, \$700 for a second violation of the same Code provision within one year, and \$1,300 for each additional violation of the same Code provision within one year of the first violation. For additional violations of the same Code provisions within two years of the first violation, the fine is \$2,500 if the property is a commercial property and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

Section 1.7 also has a new provision that states that any violation of a condition of any permit, entitlement or approval constitutes a violation of the Code. Last, the ordinance carries over language from the original code that each day a violation is continued or permitted, this constitutes as a separate offense and can prosecuted as such.

Section 1.8 - Hardship Waiver for Fine Reduction

Government Code Section 36900 was also amended to require that cities enact a process for granting a hardship waiver to reduce the amount of the fine upon a showing by the

responsible person that they have made a bona fide effort to comply after the first violation and that payment of the full amount of the fine for the second violation would impose an undue financial burden. Accordingly, this process is set forth in a new Section 1.8.

Section 1.11- Authorization to Cite

This section provides that in addition to the City's code enforcement officers, the City Manager may designate other city officers or employees to issue citations, including administrative citations, and to make misdemeanor arrests without a warrant only if the violation occurs in the present of that official. This is a standard provision in municipal codes related to enforcement and is also authorized by Penal Code Section 836.5. That said, the goal of the Community Improvement Division is to obtain voluntary compliance and the pursuit of a misdemeanor complaint is a decision that must be thoughtfully considered and weighed against all possible alternatives.

Revisions to Administrative Citation Chapter

Section 1A.2- Applicability

Government Code Section 53069.4 specifically authorizes cities to make any violation of any ordinance punishable by an administrative fine or penalty instead of an infraction or misdemeanor that is enforced by criminal prosecution. A new paragraph was added to make clear that all violations of the Code are subject to an administrative citation including any violation of a condition of any permit, entitlement or approval issued under the Code.

Section 1A.6- Fines

Section 1A.6 has been revised to include the amount of the fines for code violations that would otherwise be an infraction, including violations of the City's building and safety code. The amount of the fines are the same as in newly revised Section 1.7. With respect to any violation that is a misdemeanor, the amount of the fine is that set forth in a resolution adopted by the City Council but in no event shall the fine exceed one thousand dollars (\$1,000.00).

Section 1A.7 - Payment of Fines

Section 1A.7 has been revised to include the process for a hardship waiver to reduce the amount of the fine upon a showing by the responsible person that they have made a bona fide effort to comply after the first violation and that payment of the full amount of the fine for the second violation would be a hardship. The process is the same as set forth in Section 1.8.

Section 1A.13 - Late Payment Charges

This section has been revised to include the amount of the late payment charges in the ordinance rather than in a fee schedule. For payments received within 30 days after the due date, the late fee is 50% of the fine due. For payment received more than 30 days after the due date, the late fee is 50% of the fine due plus an additional 10% for each month the fine is overdue up to a maximum amount of 110% of the overdue fine.

Revisions to Public Nuisance Provisions

At this time, there is one revision to Section 24.02 entitled “Nuisances and Property Maintenance.” A new paragraph was added to provide that any condition constituting an unsafe or substandard building is a nuisance.

Fiscal Impact

There is no fiscal impact associated with the proposed ordinance if the City Council introduces the ordinance.

Attachments:

1. Ordinance
2. Legislative Digest

ATTACHMENT 1

Ordinance

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ORDINANCE ____

**AN ORDINANCE OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING CHAPTER 1, CHAPTER 1A AND SECTION 24.02 OF THE
SOUTH PASADENA MUNICIPAL CODE TO UPDATE THE
PROVISIONS RELATED TO VIOLATIONS OF THE CODE, INCLUDING
SUBSTANDARD BUILDINGS, PENALTIES FOR CODE VIOLATIONS
AND PROCEDURES RELATED TO CODE VIOLATIONS**

**THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN
AS FOLLOWS:**

SECTION 1. Section 1.7 of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1.7 Violations of Code and General Penalty.

(a) *Violations of Code.* No person shall violate or fail to comply with any provision or requirement of this Code or any other ordinance of the City. Violation of this Code or any other ordinance of the City may be prosecuted as a misdemeanor or infraction as set forth herein. The City may also issue a fine or administrative citation as set forth in Chapter 1A.

(b) *City Prosecutor/City Attorney.* Any violation of any provision of this Code or any other city ordinance may be prosecuted as a misdemeanor, as an infraction, or as a civil administrative action in the discretion of the city attorney or city prosecutor.

(c) *Misdemeanors.* Any person who shall violate or fail to comply with any provision or requirement of this Code, or any other ordinance of the City, shall be guilty of a misdemeanor unless: (1) such a violation or failure is designated as an infraction or is subsequently prosecuted as an infraction, in which case such person is guilty of an infraction; or (2) such a violation or failure is prosecuted as an administrative citation pursuant to Chapter 1A of this Code. Any person convicted of a misdemeanor under the provisions of this Code shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

(d) *Infractions.* Any person violating any provision or failing to comply with any requirement of this Code expressly stated by this Code to be an infraction or prosecuted as such shall be guilty of an infraction. Any person convicted of an infraction shall be punishable by: (1) A fine not exceeding one hundred dollars (\$100) for a first violation; (2) A fine not exceeding two hundred dollars (\$200) for a second violation of the same Code provision within one year; (3) A fine not exceeding five hundred dollars (\$500) for each additional violation of the same Code provision within one year.

(e) *Infractions-Building and Safety Codes.* Every person convicted of an infraction for a violation of the City's building and safety codes shall be punishable by (1) a fine not exceeding one hundred and thirty dollars (\$130) for a first violation; (2) a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; (3) a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year; (4) a fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property. As used herein, "year" means any consecutive 12-month period.

(f) *Public nuisances.* In addition to the penalties hereinabove provided or as provided by law, any condition caused or permitted to exist in violation of any provision of this Code shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such condition continues shall be regarded as a new and separate offense.

(g) *Violations of conditions.* Any violation of a condition of any permit, entitlement or approval issued pursuant to this Code shall constitute a violation of this Code.

(h) *Continuing Violations; Separate offenses.* It shall constitute a new and separate offense for each and every day during any portion of which a violation of, or failure to comply with, any provision or requirement of this Code, or any other ordinance of the City, is committed, continued, or permitted by any person and shall be punishable accordingly."

SECTION 2. Section 1.7A (Same-Infractions) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.9 and renamed as "Infractions-First Violation Only."

SECTION 3. Section 1.7B (Infractions, penalties, continuing violations) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.10 and renamed as "Violation by Minors."

SECTION 4. Section 1.8 (Datum Plane) of Chapter 1 (General Provisions) of the Code of the City of South Pasadena is hereby renumbered as Section 1.12.

SECTION 5. A new Section 1.8 is hereby added to Chapter 1 (General Provisions) of the Code of the City of South Pasadena to read as follows:

"1.8 Hardship Waiver Process to Request Fine Reduction.

Pursuant to Government Code Section 36900, the person responsible for the fine imposed pursuant to Sections 1.7(b)(2), 1.7(b)(3), 1.7(c)(2) or 1.7(c)(3) may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee (“Director”) that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, either remit the deposit amount to the City.”

SECTION 6. A new Section 1.11 is hereby added to Chapter 1 (General Provisions) of the Code of the City of South Pasadena to read as follows:

“1.11 Authorization to Cite.

(a) The City's Code Enforcement Officers and any other city officer or employee as determined and designated from time to time by the City Manager, shall have the power, authority, and immunity, as set forth in Section 836.5 of the California Penal Code, to issue citations and make arrests without a warrant whenever such officers or employees have reasonable cause to believe that the person to be arrested has committed an infraction or misdemeanor violation of this Code, or violation of any other city ordinance or State statute which such officers or employees have the duty to enforce, and the violation has been committed in the presence of such officers or employees.

(b) In any case in which a person is arrested pursuant to this authority and the person arrested does not demand to be taken before a magistrate, the officer or employee making the arrest shall prepare a written notice to appear and release the person on the promise to appear, as prescribed by Chapter 5C, commencing with Section 853.5, of the California Penal Code. The provisions of that chapter shall thereafter apply with reference to any proceeding based upon the issuance of a written notice to appear.

(c) The officers and employees identified in subsection (a) of this section and other persons designated to do so by the City Manager, shall have the concurrent authority to issue administrative citations as set forth in Chapter 1A of this Code.

(d) Nothing in this section shall affect any proceedings described in Chapter 1A of this Code.”

SECTION 7. Section 1A.2 (Applicability) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.2 Applicability.

(a) This chapter provides for administrative citations which are in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violations of this code. Use of this chapter shall be at the sole discretion of the city.

(b) All violations of this Code are subject to an administrative citation, including the violation of any other ordinance of the City and the violation of a condition of any permit, entitlement or approval issued pursuant to this Code.”

SECTION 8. Section 1A.6 (Amount of Fines) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.6 Amount of Fines.

(a) As prescribed in Government Code Section 36900, for any violation of this Code for which the violation would otherwise be an infraction, the fine shall be one hundred dollars (\$100.00) for a first violation; two hundred dollars (\$200.00) for a second violation of the same Code provision within one year; and five hundred dollars (\$500.00) for each additional violation of the same Code provision within one year.

(b) As prescribed in Government Code Section 36900, a violation of the City’s building and safety codes determined to be an infraction is punishable by the following: a fine not exceeding one hundred thirty dollars (\$130) for a first violation; a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year of the first violation; and a fine not exceeding two thousand five hundred dollars (\$2,500.00) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

(c) As prescribed in Government Code Section 36900, for violations of this Code for which the violation would otherwise be a misdemeanor, the amount of the fine

imposed shall be that set forth in a resolution adopted by the City Council. Notwithstanding, the amount of the fine for violations classified as misdemeanors shall not exceed one thousand dollars (\$1,000.00).

(d) Each responsible party shall be guilty of a separate offense for each and every day during any portion of which a violation of any provision or section of the Code is committed, continued or permitted by such person, and shall be punished accordingly.”

SECTION 9. Section 1A.7 (Payment of Fines) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“Section 1A.7 Payment of Fines.

(a) The fine shall be paid to the city within thirty days after the date of the administrative citation.

(b) Any administrative citation fine paid pursuant to subsection (a) shall be refunded if it is determined, after a hearing, the person charged in the administrative citation was not responsible for the violation or there was no violation as charged in the administrative citation.

(c) Pursuant to Government Code Section 36900, except for the fine related to the first violation, the person responsible for the fine may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee (“City Manager”) that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, either remit the deposit amount to the City or appeal the citation in compliance with the applicable procedures set forth under this Chapter.

(d) Payment of a fine under this Chapter shall not excuse or discharge any continuation or repeated occurrence of the Code violation for which an administrative citation was issued.”

SECTION 10. Section 1A.13 (Late Payment Charges) of Chapter 1A (Administrative Citations) of the Code of the City of South Pasadena is hereby amended in its entirety to read as follows:

“1A.13 Late Payment Charges.

Any person who fails to pay to the City on or before the due date any fine imposed pursuant to the provisions of this Chapter shall be liable for the payment of late payment charges as follows: (a) For payments received within thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due; (b) For payments received more than thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due, plus an additional ten percent (10%) of the overdue fine for each month the payment is overdue. The maximum late fee shall be one hundred percent (100%) of the overdue fine.”

SECTION 11. Paragraph (c) (Conditions Qualifying as a Public Nuisance) of Section 24.02 (Nuisances and Property Maintenance) of the Code of the City of South Pasadena Municipal Code is hereby amended by adding a new subparagraph 28 to read as follows:

“(28) Any condition constituting an unsafe or substandard building as defined in the California Health and Safety Code, any other state code, common law and the City’s Building Code.”

SECTION 12. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

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

PASSED, APPROVED AND ADOPTED ON this 1st day of November, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez,
Deputy City Clerk

Roxanne Diaz, City Attorney

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ATTACHMENT 2
Legislative Digest

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LEGISLATIVE DIGEST OF PROPOSED ORDINANCE
CHAPTER 1 GENERAL PROVISIONS

1.7 Violations of Code and General Penalty. General penalty; continuing violations.

~~Whenever in this Code or in any other ordinance of the city, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any acts is required or the failure to do any act is declared to be unlawful or a misdemeanor, where no specific penalty is provided for, the violation of any such provision of this Code or any other ordinance of the city shall be punished by a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six months, or by both such fine and imprisonment.~~

~~Every day any violation of this Code or any other ordinance of the city shall continue shall constitute a separate offense.~~

~~(a) Violations of Code. No person shall violate or fail to comply with any provision or requirement of this Code or any other ordinance of the City. Violation of this Code or any other ordinance of the City may be prosecuted as a misdemeanor or infraction as set forth herein. The City may also issue a fine or administrative citation as set forth in Chapter 1A.~~

~~(b) City Prosecutor/City Attorney. No person shall violate or fail to comply with any provision or requirement of this Code or any other ordinance of the City. Violation of this Code or any other ordinance of the City may be prosecuted as a misdemeanor or infraction as set forth herein. The City may also issue a fine or administrative citation as set forth in Chapter 1A.~~

~~(c) Misdemeanors. Any person who shall violate or fail to comply with any provision or requirement of this Code, or any other ordinance of the City, shall be guilty of a misdemeanor unless: (1) such a violation or failure is designated as an infraction or is subsequently prosecuted as an infraction, in which case such person is guilty of an infraction; or (2) such a violation or failure is prosecuted as an administrative citation pursuant to Chapter 1A of this Code and the enforcement official specifies that the violation is an infraction. Any person convicted of a misdemeanor under the provisions of this Code shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment in the county jail for a period not exceeding six (6) months, or by both such fine and imprisonment.~~

~~(d) Infractions. Any person violating any provision or failing to comply with any requirement of this Code expressly stated by this Code to be an infraction or prosecuted as such shall be guilty of an infraction. Any person convicted of an infraction shall be punishable by: (1) A fine not exceeding one hundred dollars (\$100) for a first violation; (2) A fine not exceeding two hundred dollars (\$200) for a second violation of the same Code~~

provision within one year; (3) A fine not exceeding five hundred dollars (\$500) for each additional violation of the same Code provision within one year.

(e) *Infractions-Building and Safety Codes.* Every person convicted of an infraction for a violation of the City's building and safety codes shall be punishable by (1) a fine not exceeding one hundred and thirty dollars (\$130) for a first violation; (2) a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; (3) a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year; (4) a fine not exceeding two thousand five hundred dollars (\$2,500) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property. As used herein, "year" means any consecutive 12-month period.

(f) *Public nuisances.* In addition to the penalties hereinabove provided or as provided by law, any condition caused or permitted to exist in violation of any provision of this Code shall be deemed a public nuisance and may be summarily abated as such by the City, and each day such condition continues shall be regarded as a new and separate offense.

(g) *Violations of conditions.* Any violation of a condition of any permit, entitlement or approval issued pursuant to this Code shall constitute a violation of this Code.

(h) *Continuing Violations; Separate offenses.* It shall constitute a new and separate offense for each and every day during any portion of which a violation of, or failure to comply with, any provision or requirement of this Code, or any other ordinance of the City, is committed, continued, or permitted by any person and shall be punishable accordingly.

1.8 Hardship Waiver Process to Request Fine Reduction.

Pursuant to Government Code Section 36900, the person responsible for the fine imposed pursuant to Sections 1.7(b)(2), 1.7(b)(3), 1.7(c)(2) or 1.7(c)(3) may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee ("Director") that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated

on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, either remit the deposit amount to the City. ”

1.9 Infractions-First Violation Only. 1.7A Same—Infractions.

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed “infractions” while any subsequent violations shall be deemed a “misdemeanor”:

Chapters:

3, Advertising

5, Animals and Fowl

Sections:

16.2, 16.5, Control of dumping trash

16.3, Trash to be in container

16.4, Burning rubbish or debris

16.18, Trash can location

18.20, Operating without a city business license

19.20, Truck routes generally

19.21, Heavy truck on Pasadena Freeway

Articles:

III of Chapter 19 relating to parking

Any person authorized by the chief of police may enforce this section and issue citations for such infractions.

The maximum fine to be imposed for an infraction pursuant to this section shall be \$100.00 or as provided by state law, or as otherwise specified in this Code.

1.10 Violations by Minors. 1.7B Infractions, penalties, continuing violations.

Notwithstanding any other provision of this Code, when a person under the age of eighteen years is charged with a violation of this Code, and a peace officer issues a notice

to appear in Superior Court to that minor, the charge shall be deemed an infraction unless the minor requests that a petition be filed under Section 601 or 602 of the Welfare and Institutions Code. The amount of the fine imposed shall be set by the court.

1.11 Authorization to Cite.

(a) The City's Code Enforcement Officers and any other city officer or employee as determined and designated from time to time by the City Manager, shall have the power, authority, and immunity, as set forth in Section 836.5 of the California Penal Code, to issue citations and make arrests without a warrant whenever such officers or employees have reasonable cause to believe that the person to be arrested has committed an infraction or misdemeanor violation of this Code, or violation of any other city ordinance or State statute which such officers or employees have the duty to enforce, and the violation has been committed in the presence of such officers or employees.

(b) In any case in which a person is arrested pursuant to this authority and the person arrested does not demand to be taken before a magistrate, the officer or employee making the arrest shall prepare a written notice to appear and release the person on the promise to appear, as prescribed by Chapter 5C, commencing with Section 853.5, of the California Penal Code. The provisions of that chapter shall thereafter apply with reference to any proceeding based upon the issuance of a written notice to appear.

(c) The officers and employees identified in subsection (a) of this section and other persons designated to do so by the City Manager, shall have the concurrent authority to issue administrative citations as set forth in Chapter 1A of this Code.

(d) Nothing in this section shall affect any proceedings described in Chapter 1A of this Code.

1.121.8 Datum plane.

The United States geological survey datum plane is hereby adopted as the official datum plane of the city.

LEGISLATIVE HISTORY OF PROPOSED ORDINANCE
CHAPTER 1A ADMINISTRATIVE CITATIONS

1A.2 Applicability.

(a) This chapter provides for administrative citations which are in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violations of this code. Use of this chapter shall be at the sole discretion of the city.

(b) All violations of this Code are subject to an administrative citation, including the violation of any other ordinance of the City and the violation of a condition of any permit, entitlement or approval issued pursuant to this Code.

1A.6 Amount of fines.

(a) The amounts of the fines for code violations imposed pursuant to this chapter shall be set forth in the schedule of fees established by resolution of the city council. As prescribed in Government Code Section 36900, for any violation of this Code for which the violation would otherwise be an infraction, the fine shall be one hundred dollars (\$100.00) for a first violation; two hundred dollars (\$200.00) for a second violation of the same Code provision within one year; and five hundred dollars (\$500.00) for each additional violation of the same Code provision within one year.

(b) The schedule of fines shall specify any increased fines for repeat violations of the same code provision by the same person within thirty-six months after the date of an administrative citation. As prescribed in Government Code Section 36900, a violation of the City's building and safety codes determined to be an infraction is punishable by the following: a fine not exceeding one hundred thirty dollars (\$130) for a first violation; a fine not exceeding seven hundred dollars (\$700) for a second violation of the same Code provision within one year; a fine not exceeding one thousand three hundred dollars (\$1,300) for each additional violation of the same Code provision within one year of the first violation; and a fine not exceeding two thousand five hundred dollars (\$2,500.00) for each additional violation of the same Code provision within two years of the first violation if the property is a commercial property that has an existing building at the time of the violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

(c) The schedule of fines shall specify the amount of any late payment charges imposed for the payment of a fine after its due date. As prescribed in Government Code Section 36900, for violations of this Code for which the violation would otherwise be a misdemeanor, the amount of the fine imposed shall be that set forth in a resolution

adopted by the City Council. Notwithstanding, the amount of the fine for violations classified as misdemeanors shall not exceed one thousand dollars (\$1,000.00).

(d) Each responsible party shall be guilty of a separate offense for each and every day during any portion of which a violation of any provision or section of the Code is committed, continued or permitted by such person, and shall be punished accordingly.

1A.7 Payment of fines.

(a) The fine shall be paid to the city within thirty days after the date of the administrative citation.

(b) Any administrative citation fine paid pursuant to subsection (a) shall be refunded if it is determined, after a hearing, the person charged in the administrative citation was not responsible for the violation or there was no violation as charged in the administrative citation.

~~(c) Payment of a fine under this chapter shall not excuse or discharge any continuation or repeated occurrence of the code violation for which an administrative citation was issued. Pursuant to Government Code Section 36900, except for the fine related to the first violation, the person responsible for the fine may request a hardship waiver to reduce the amount of the fine by completing a hardship waiver form and returning the form to the Community Development Department within ten (10) days of the date stated on the citation. The waiver request shall include a sworn affidavit under penalty of perjury and any supporting documents or materials demonstrating to the satisfaction of the Community Development Director or his or her designee ("Director") that: (i) the recipient of the fine has made a bona fide effort to comply after the first violation, and (ii) payment of the full amount of the fine would impose an undue financial burden on the recipient. The Director shall provide written notice of the determination of a timely received waiver request to the recipient of the fine by first class mail within 15 days of receipt of the hardship waiver form. Service shall be deemed complete at the time the notice is deposited into the mail and addressed to the person at the address indicated on the hardship waiver form. The determination notice shall include a brief description of the reasons for the determination to approve or not approve the hardship waiver. The written determination of the Director shall be final. If the Director determines not to approve a hardship waiver, the recipient of the fine shall, within ten (10) days of service of that determination, either remit the deposit amount to the City or appeal the citation in compliance with the applicable procedures set forth under this Chapter.~~

(d) Payment of a fine under this Chapter shall not excuse or discharge any continuation or repeated occurrence of the Code violation for which an administrative citation was issued.

1A.13 Late payment charges.

Any person who fails to pay to the city on or before the due date any fine imposed pursuant to the provisions of this chapter ~~on or before the date the fine is due also~~ shall be liable for the payment of ~~any applicable~~ late payment charges ~~set forth in the schedule of fines.~~ as follows: -(a) For payments received within thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due; (b) For payments received more than thirty (30) days after the due date, a late fee in the amount of fifty percent (50%) of the fine due, plus an additional ten percent (10%) of the overdue fine for each month the payment is overdue. The maximum late fee shall be one hundred percent (100%) of the overdue fine.

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City Council Agenda Report

ITEM NO. 12

DATE: October 18, 2023
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Sheila Pautsch, Community Services Director
SUBJECT: Discussion and Direction Regarding the Use of Drones for the Fourth of July Event

Recommendation

It is recommended that the City Council discuss and provide staff direction regarding the use of drones during the annual Festival of Balloons / Fourth of July Event.

Executive Summary

The City of South Pasadena and the Festival of Balloons Committee hosts the annual Event which includes a traditional firework show. As follow up to Council's direction, staff presents this informational report to the City Council for a discussion on the feasibility of a drone light show as an alternative to the traditional fireworks show.

Background

Since 1982, the Committee has planned and implemented the Events including the fireworks show. At the August 16, 2023, City Council meeting, Councilmember Cacciotti requested a discussion of a drone light show in place of a traditional fireworks and that the discussion also be referred to the Natural Resources Environmental Commission, Festival of Balloons Committee, and Public Safety Commission. Councilmember Braun provided a second to that request and added that staff provide a cost comparison of the two different options. In July 2023, the City coordinated the Event alongside the Committee. The current Fourth of July Fireworks show offers a sixteen-minute show at a cost of \$30,590 and this cost increases annually. The estimated cost for 2024 is projected to be \$35,590 for a traditional fireworks show.

Analysis

While drone light shows are more environmentally friendly, the cost can vary based on the size and type of show. This scenario brings awareness to the side effects of fireworks such as environmental and health impact and in lieu offers eco-entertainment alternatives such as drone light shows. Below is a chart regarding the pros and cons of drone light shows and traditional fireworks shows.

Drone Light Show

Pros	Cons
Environmentally friendly	Expensive
Fire danger alternative. May cost less depending on the number of drones used in the show	The show only lasts 10 to 12 minutes in length due to battery life of a drone
Pet friendly	Only fly about 400 feet high
City has full creative control of the show	
May cost less depending on the number of drones used in the show	

Fireworks

Pros	Cons
Traditional show	High levels of particle pollution due to fireworks can contribute to negative health effects
The show can last as long as the client wants	Loud noise scares pets
	Proximity to the Monterey Hills area where more vegetation and brush hazards exist in the City.
	The School District has asked the City to use a fire-resistant cover over the fallout zone on the field and track to protect it from falling embers. The cost of the covering is approximately \$5,000, which is a new cost to the event.

The cost of drone light show is determined by the number of drones used to produce the show. The use of drones varies between 100 and 1000, depending on how much the City will fund. On average the cost is \$250 to \$400 per drone. In researching this option, some of the key components to consider include the following:

- Vendor owns or rents drones
- Vendor provides animation and design team in-house
- Vendor's largest drone show produced (Number of drones used)
- Vendor to obtain a Federal Aviation Administration (FAA) permit
- Vendor integrates sound with the show production

Vendor Cost Estimates Based on the Number of Drones

	Up to 150	Up to 250	Up to 500	Cost per Drone	Largest show produced
Grizzly Entertainment	\$15,000	\$25,000	\$50,000	\$100	500 drones
Sky Elements	\$60,000	\$100,000	\$200,000	\$400	1500 drones
Skyworx	\$37,500	\$62,500	\$125,000	\$250	2000 drones

Discussion and Direction Regarding Use of Drones for Fourth of July Event

October 18, 2023

Page 3 of 4

Each vendor has worked with a city or organization within California, the United States, or abroad. Drone light shows have been used for various events such as high school graduations, brand launches, marriage proposals, gender reveals, music festivals, professional sporting events, and Fourth of July shows.

Grizzly Entertainment	Sky Elements	Skyworx
Cathedral City Parade (200 drones)	City of Laguna Nigel 4 th of July show (200 drones)	City of Ocean Beach 4 th of July (300 drones)
Ontario, Canada (unknown)	City of Redondo Beach 4 th of July (200 drones)	Hollywood Christmas Parade (300 drones)
Downtown Los Angeles – Gloria Molina Grand Park 4 th of July Block Party (500 drones)	Santa Monica Pier show - opening of Super Mario Movie (600 drones)	Sydney Harbor 4 th of July (500 drones)
Carson High School Graduation (150 drones)	City of Brentwood – 4 th of July (150 drones)	iHeart Radio Music Awards Los Angeles (400 drones)

Cathedral City, Laguna Nigel, Redondo Beach, and Brentwood are slowly making the shift to drone light shows as their city may be close in proximity to fire danger or the environmental effect of fireworks impacting ocean life. The cost of drone light shows is a major factor in cities making the change from traditional fireworks shows. The majority of cities have had between 150 and 500 drones for their show. 500 drones will provide an unforgettable drone light show. Drone light shows do not have the “boom” and “bang” of traditional firework shows but produce a quieter and less intrusive show to the community and environment.

Next Steps

The purpose of the agenda item is for Council to discuss the proposed Drone Show for the 4th of July holiday, and should Council wish to explore this option, direct Staff to present the proposed Drone Show to the Natural Resources and Environment Commission (NREC). After presentation to direction from NREC, staff can develop and release an Request for Proposal (RFP) to solicit bids.

Alternatives

City Council may also consider the following alternatives to this recommendation or any others they may discuss as a part of this report:

1. Host a drone light show
2. Continue the traditional fireworks show
3. Hybrid show of drone lights and fireworks

Fiscal Impact

The current budget for the Event is \$50,000, in account no. 101-8030-8031-8264, of which \$30,590 is allocated for the fireworks show. For the 2024 Event, the fireworks show

will increase by \$5,000 with a total cost of \$35,590 plus the cost of the turf cover at approximately \$5,000 with Council direction.

Key Performance Indicators and Strategic Plan

This item is not part of the Community Services Department Key Performance Indicators identified in the Fiscal Year 2023-2024 Budget or the Adopted 2021-2026 Strategic Plan.

Commission Review and Recommendation

This item was not reviewed by a Commission. Upon the outcome of the discussion and direction by the City Council, staff will then take this item to the appropriate commissions.



City Council Agenda Report

ITEM NO. 13

DATE: October 18, 2023

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: Consideration of Updated Options to Amend the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements

Recommendation

It is recommended that the City Council review and provide staff with direction on the amendment of the City's Exclusive Refuse Service Agreement.

Executive Summary

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 additional services required by Senate Bill (SB) 1383.

Athens Services proposed three different rate adjustment options/service models for meeting the requirements of SB 1383: two options kept the current Backyard Service (BYS) model, and one option proposed a hybrid BYS and Curbside Service model. On May 17, 2023, staff presented these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration: a BYS option with a fixed term length of ten (10) years, in lieu of the current rolling seven-year (7) term. Athens Services has provided the requested option and, additionally, a fifth option for Council consideration.

Details of all five options are included in this report. Staff recommends City Council review the updated options and provide staff direction on the future amendment of the City's Exclusive Refuse Service Agreement.

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. 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.

Additional background information including the City's organic waste ordinance, the City's current exclusive refuse service agreement, the CalRecycle SB 1383 grant program, the Athens' Contract Ad Hoc Committee, the City's Notice of Intent to Comply, and the City's Corrective Action Plan, can be found as attachments in the May 17, 2023 City Council Staff Report (Attachment 3).

Update to Current Exclusive Refuse Service Agreement

City staff have been working with the City's franchise waste hauler, Athens Services, to update the Agreement, including the City's refuse rates and services, to accommodate the additional services required by Senate Bill 1383. Athens Services has now proposed a total of five different rate adjustment options/service models for meeting the requirements of SB 1383: four options keep the current BYS model and one option proposes a hybrid BYS and Curbside Service model. To further assist staff in examining these options, the City retained the services of MSW Consultants and R3 Consulting (Consultants). In addition, the Consultants will assist staff in drafting a new comprehensive Agreement once direction is received from City Council.

May 17, 2023 City Council Direction

On May 17, 2023, City staff and the Consultants presented an analysis of these options to City Council (Attachment 3). Council requested Athens Services to provide a fourth option for consideration with a fixed term length of ten years, in contrast with the proposed rolling seven and rolling ten-year terms. In addition, Council requested to determine the possibility of phasing in any rate increases. Lastly, City staff were directed to conduct a community meeting to gather feedback on the two proposed service models: the current BYS model and the traditional Curbside Service model.

Analysis

Updated Proposed Options

Athens Services has updated their proposal to offer five options for meeting SB 1383 requirements. A fourth option of a BYS, fixed 10-year term and a fifth option of a BYS, rolling 7-year term have been added and all previous three options have also been modified to include the costs of new SB1383-compliant containers.

All options include the following compliance programs for both residential and commercial accounts in addition to the required organics collection and recycling:

1. Quarterly Contamination Monitoring
2. Quarterly Outreach and Education
3. Commercial Account Food Recovery Support and Compliance Assistance
4. Quarterly Waste Stream Analysis
5. Procurement Support of Recycled Organic Products
6. Data Management and Reporting

To fulfill the residential and commercial organics collection and recycling service component, Athens has offered the five options summarized below. Attachment 1 provides a summary of Athens' proposed options in a table format.

OPTION 1

1. Leave the current backyard service (BYS) program "as is" for the entire residential area.
 - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Athens will replace the barrels at no cost as needed after 5 years.
 - This will include service by 8 unleaded BYS pick-up trucks and 2 Renewable Compressed Natural Gas (RCNG) front loaders (mother trucks), with one pass per resident with both mixed waste (trash and recyclables) and organics being placed into the same BYS truck.
 - Mixed waste will be processed at Athens' Material Recovery Facility (MRF) to separate recyclables. Organics (food scraps and yard waste), will be transferred at the MRF and transported to American Organics (AO) to be processed into compost.
2. Athens will institute a new residential & commercial 14.00% rate adjustment for SB 1383 programs upon the effective date of the Amendment, in addition to the regular annual rate adjustment that occurs on July 1.
3. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment.
 - For all bin (dumpster) customers (commercial, multi-family, or residential) who require organics containers, Athens will provide multiple 36- and/or 64-gallon organics containers, per individual customer's service level needs.

- Athens will provide these organics containers 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, with exception below).
 - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.
2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.
3. Athens will institute an extraordinary rate adjustment of 20.00% over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
 - Effective with amendment = 10.00%
 - Effective July 1, 2024 = 10.00% + regular annual rate adjustment
4. Athens will institute discounted organic rates for all bin (dumpster) customers upon the effective date of the Amendment (see Option 1, Item 3 above).
5. 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.
6. 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 is proposed as an approximately \$40,000.00 per year savings to the City.
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 the amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing

rates to be phased-in per #2 & #3 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 program for **most** residents.
 - The majority of residents (except for #2 below, or as otherwise needed) will receive three new 64-gallon carts (barrels with wheels): one 64-gallon black cart for trash, one 64-gallon blue cart for recyclables, and one 64-gallon green cart for organics (food scraps and yard waste).
 - This would include service by three new RCNG side loader trucks. Instead of 1-pass with a BYS truck, customers will see 3 passes with 3 different side loader trucks.
 - Trash will be transferred at Athens' MRF and transported to a landfill. Recyclables will be processed at Athens' MRF. Organics (food scraps and yard waste) will be transferred at the MRF and transported to AO to be processed into compost.
2. For 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 approximately 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.

City's Exclusive Refuse Service Agreement Update

October 18, 2023

Page 6 of 10

3. The proposed Curbside rate is \$31.00 per month and the proposed BYS rate is \$101.00 per month.
 - o The Curbside Service rate includes the cost of 3 new carts for residential accounts.
 - o BYS accounts will require an additional rate adjustment of 8.75% to cover the costs of up to 7 new 32-gallon barrels per BYS account.
4. Institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the Curbside and BYS residential rates in #2 above, as follows:
Effective with amendment = 15.00%
Effective July 1, 2024 = 15.00% + regular annual rate adjustment
5. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).
6. 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 is proposed as an approximately \$40,000.00 per year savings to the City.
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 an amendment effective date through June 2025, the rolling term shall automatically renew. This is the period in which Athens is providing rates to be phased-in per #4 & #5 above. The regular renewal features would start again July 1, 2025.
9. Modify the annual rate adjustment formula in the contract from "CPI" to "Trash CPI" + 1% (see the explanation in Option 2, Item 9).

OPTION 4

1. Leave the current backyard service (BYS) program "as is" for the entire residential area (see Option 1, Item 1 above).
2. Athens will institute a new 30.00% extraordinary rate adjustment for all services over 2 phase-in periods as follows:
Effective with amendment = 15.00%
Effective July 1, 2024 = 15.00% + annual rate adjustment
3. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).

4. The contract rolling term will be modified from a 7-year rolling term to a 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.

OPTION 5

1. Leave the current backyard service (BYS) program “as is” for the entire residential area (see Option 1, Item 1 above, with exception below).
 - Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for no additional cost. Athens will replace the barrels at no cost as needed after 5 years.
2. Athens will not institute a rate adjustment to BYS rates for SB 1383 programs upon the effective date of the Amendment. Regular annual rate adjustment will occur on July 1, 2024.
3. Athens will institute a 30% extraordinary rate adjustment over 2 phase-in periods to all rates other than the BYS residential rate, as follows:
 - Effective with amendment = 15.00%
 - Effective July 1, 2024 = 15.00% + regular annual rate adjustment
4. Athens will institute discounted organic rates for all bin (dumpster) customers upon effective date of Amendment (see Option 1, Item 3 above).
5. 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 is proposed as an approximately \$40,000.00 per year savings to the City.
6. The contract term will remain a 7-year rolling term, and will include a 3-year “meet & confer” process if the intent to terminate the agreement is given. The 7-year rolling term will become fixed and begin to wind down after the 3-year period and only if both parties are unable to resolve the issues that triggered the intent to terminate.
 - If, and only if, the 7-year rolling term becomes fixed and begins to wind down after the 3-year “meet & confer” period is over, a 14.00% rate adjustment will be applied to the BYS rates.
7. Modify the annual rate adjustment formula in the contract from “CPI” to “Trash CPI” + 1% (see the explanation in Option 2, Item 9).
 - After 10 years, the +1% will be removed.

Community Outreach

In 2022, City staff conducted a survey to gather information on current practices and community preferences on service models. The survey received 465 responses and showed that respondents were relatively even-split on their preference between BYS and Curbside. See Attachment 3 for complete results of the survey.

Per Council's direction and to ensure a transparent and collaborative process, City staff, Consultants, and Athens Services, hosted a Solid Waste Community Feedback Session on July 20 to answer questions from the community and to solicit feedback on the proposed Athens options. The session presentation included an overview of the information provided to Council on May 17th. More than 120 community members attended the 2.5 hour meeting. The presentation, along with a Frequently Asked Questions document based on attendees' questions, is available on the City's organics recycling webpage (www.SouthPasadenaCA.gov/OrganicsRecycling) and attached (Attachment 2). Community members can continue to provide feedback and ask questions by emailing EnvironmentalPrograms@SouthPasadenaCA.gov. Below is a summary of the comments/concerns from the community session:

- In general, attendees spoke both in favor and against each service model discussed, and attendees expressed both satisfaction and disappointment with the service they receive from Athens Services.
- There were complaints regarding the cost of "Backyard Service" given that many residents, especially those in the southwest hills area, do not have backyards. These residents bring their containers to their front yards, and as a result, feel they are 'overpaying' for a partial service that those with backyards receive in full. As a note, the Athens staff and equipment necessary to provide the current service is the same for each residence, whether or not the resident has a backyard; Athens staff manually collect trash regardless of where the containers are located on the property.
- Questions were asked about how Curbside Service would impact parking, particularly where parking is limited in some areas, and how this will change with an increase in housing density, or whether there would need to be 'no parking days.' Other concerns were raised over the appearance of containers placed in the streets, and the need to use three different trucks to collect the three different containers. Questions were raised about the larger trucks and their impact to the street surfaces.
- Questions were asked about why rates might increase and if there was an option where the service and the rates stayed the same, to which the presenters responded, yes, with an extension of Athens' contract term (Option 2).

- A concern was raised related to the contract term length and fees shown in the rates (recycling fee, franchise fee, etc.), and why these are not shown in the bill.
- Attendees requested to review the Athens proposed options in more detail, rather than only comment on the service model options.
- Attendees requested more information on the environmental impacts of both service models. An evaluation of the impacts of emissions, noise, number of vehicles, etc. of the service options would require an in-depth study and lengthy analysis.
- Many residents communicated general customer service issues. During the session, City staff offered for those experiencing individual service issues to connect with staff or Athens after the meeting to seek a resolution.

Next Steps

Per Council's direction and to ensure compliance with the CAP, staff may conduct the following next steps:

1. Return to Council with a revised draft Agreement per Council's direction of SB 1383 implementation.
2. Once a revised Agreement is drafted per Council's direction, conduct a Proposition 218 Public Hearing for rate changes.
3. Per the CAP, implement new collection services, among other state-mandated requirements, by March 1, 2024.

Fiscal Impact

Residential and commercial refuse rates, which are paid by customers directly to Athens, must be adjusted to accommodate the additional organics collection and recycling services required by SB 1383. The rate changes will depend on which proposed option(s) are included in the contract amendment. Proposed impacts to the City's budget, e.g. franchise fee collection, have not yet been analyzed in this process.

Key Performance Indicators and Strategic Plan

This item is in line with Task 4a of the City's Strategic Plan: Implement Climate Action Plan for environmental initiatives. It also aligns with the City's Green Action Plan, Goal III, 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 previously discussed by the Athens' Contract Ad Hoc Committee.

Attachments

1. Table of Athens' Five Proposed Options for SB1383 Compliance
2. Solid Waste Community Feedback Session Presentation and Frequently Asked Questions
3. May 17, 2023 City Council Staff Report: Update of the City's Exclusive Refuse Service Agreement Related to the Implementation of SB 1383 Requirements

ATTACHMENT 1

Athens Services Proposed Options for SB1383 Compliance

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Athens SB1383 Proposals (5 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 = Container for BYS (no wheels) Cart = Rolling Container for Curbside
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1	2	3	4	5	6	7	8	9	10	11
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 rolling contract	Total 22.75% rate adjustment (14.00% for SB1383 requirements + 8.75% for new barrels) + annual rate adjustment	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	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.	No changes: Regular CPI annual rate adjustment on July 1	No changes: 7 year rolling term	No changes: *8 unleaded 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 rolling contract	Total 0.00% rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment Freeze rates through June 2024.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 20% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 10% *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%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	No changes: *8 unleaded 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 rolling contract	Curbside: Rate of \$31.00 (includes new carts) BYS (HTS Areas): Rate of \$109.84 (\$101.00 + 8.75% rate adjustment for new barrels)	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): Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *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%"	Increase to 10 year rolling term. Automatically renew rolling term during phase-in period (Amendment effective date - June 2025). Regular term renewal begins July 2025.	Curbside fleet: *3 RCNG side loader trucks BYS (HTS Areas) fleet: *2 unleaded 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)
(4) Leave BYS as is for all - 10+5+5 year fixed contract *Requested by Council on 5/17	Total 38.75% rate adjustment (30.00% for SB1383 requirements + 8.75% for new barrels) for all services over 2 phase-in periods: a. Effective with amendment = 23.75% b. Effective July 1, 2024 = 15% + annual rate adjustment.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *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.	No changes: Regular CPI annual rate adjustment on July 1	Modify to 10-year fixed term, with two 5-year extensions that Athens receives only if specific compliance metrics are met.	No changes: *8 unleaded 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
(5) Leave BYS as is for all - 7 year rolling contract *Additional option proposed by Athens	Total 0.00% rate adjustment (0.00% for SB1383 requirements + 0.00% for new barrels) + annual rate adjustment If the 7-year rolling term becomes fixed and begins to wind down after the 3-year "meet & confer" period (see column 8) is over, a 14.00% rate adjustment will be applied to the BYS rates at that time.	No changes	Athens will provide each resident with up to 7 new black and green, 32-gallon barrels for an additional 8.75% rate increase. Replace barrels for free as needed after 5 years.	Institute a 30% extraordinary rate adjustment over 2 phase-in periods: *Effective with amendment = 15% *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%." The 1% will be removed after 10 years.	Remains a 7-year rolling term. Include a 3-year "meet & confer" process if the intent to terminate the agreement is given. If, after the 3-year period, issues are not resolved, the 7-year term becomes fixed and begins to wind down.	No changes: *8 unleaded 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 additional charge to the City (savings of over \$40K per year)

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ATTACHMENT 2
Solid Waste Community Feedback Session Presentation
and Frequently Asked Questions

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Overview

- Purpose of Community Feedback Session
- Overview of Athens Services
- New Solid Waste Regulations: Senate Bill 1383
- Current Waste Hauling Services
- Option for Council Consideration
- Next Steps
- Q & A + Community Feedback



2



Why are we here?

- There's a new state law that will affect the trash services in South Pasadena: the law is called Senate Bill 1383 (SB 1383).
- To accommodate the requirements of the new law, the current waste hauling agreement with Athens Services must be updated.
- Athens has provided City Council with a few options on how the agreement can be updated to accommodate the new law and new required services. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.
- City Council reviewed these options at the May 17, 2023 City Council meeting and requested for Athens to make certain adjustments to the options. City Council has not yet decided on which option to choose pending their requested adjustments and the community's feedback on the potential switch to the Curbside Service model. The adjusted options will be brought to Council at a later date (date of meeting to be determined).

3



Why are we here?

- Today, we are seeking to:
 - ✓ inform and educate the community on the new law (SB 1383)
 - ✓ review the different proposed service models to accommodate the law
 - ✓ answer community questions and solicit feedback



4





THIS IS ATHENS SERVICES

Founded more than **65 years** ago in 1957

Family-owned and operated, recycling and waste diversion company based in **Southern California**

BROAD RANGE OF SOLUTIONS:

- Residential and commercial
- Roll-off and construction and demolition (C&D)
- Street sweeping
- Composting of organics waste
- Landfill management

TODAY

50+ communities in Southern California

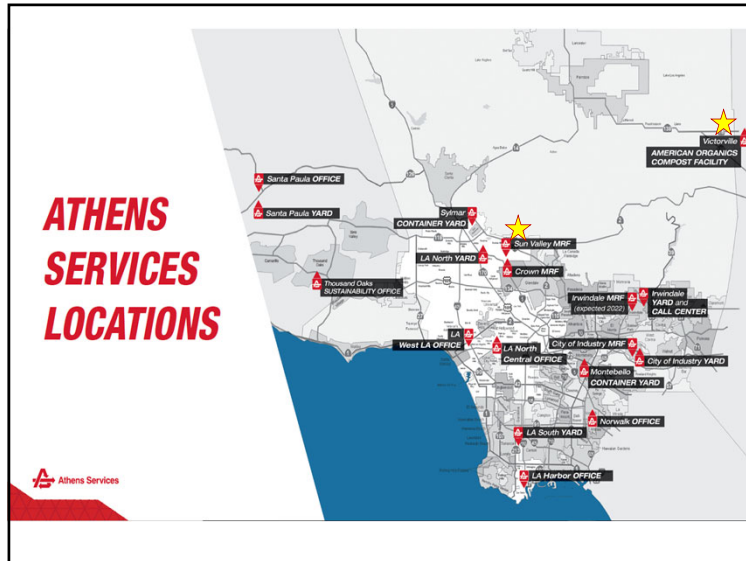
1,000+ vehicle fleet and growing

2.3M residential, commercial, street sweeping, and industrial customers

2,000+ local team members

OUR SERVICES & SOLUTIONS

- Collecting waste and recycling efficiently and safely**
- Sorting, processing, and marketing recyclable**
- Reducing landfill waste through maximum diversion**
- Converting organic waste to compost or fuel**
- Protecting public safety and the environment**



MATERIALS RECOVERY FACILITIES (MRFs)

[Click here to see how a MRF works](#)

City of Industry

Sun Valley

Crown Recycling Services

Irwindale

Athens Services

Currently, the mixed waste from South Pasadena is taken to a MRF to be sorted for recyclables.

Organic waste (food scraps, food soiled paper, and yard waste) from South Pasadena is taken to American Organics and processed into compost.

AMERICAN ORGANICS COMPOSTING

Covered Aerated Static Pile (CASP) System

Reduce composting time from **6 months to 2 months**

Maximize odor control

Support requirements of **SB 1383**

Athens Services

NEAR-ZERO EMISSIONS CNG FLEET

90% run on renewable natural gas (RNG)

Athens owns on-site CNG fueling stations

Each near-zero RNG truck is like taking 225 cars off the road

These vehicles support a safe, healthy and sustainable environment

Athens Services

OUR ZERO WASTE MISSION




- Landfill-avoidance**
- Dedicated Recycling Coordinators**
- Domestic solutions** for recyclable materials
- Meet the state diversion requirements**



COMMUNITY SUPPORT




- Athens invests in local community organizations**
- Food recovery organizations**
- Chambers of Commerce**
- Educational, athletic, and civic organizations**
- Community, civic, and cultural events**



Athens provides FREE COMPOST for the City's SPRING and FALL COMPOST GIVEAWAY events






BE PART OF THE ATHENS WAY

SERVICE - PEOPLE - ENVIRONMENT




Solid Waste Regulations

- Key Solid Waste Laws
- Senate Bill 1383
 - What is it?
 - What is the City responsible for?
 - How does SB 1383 impact you?



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Key Solid Waste Laws

- AB 939 – Waste diversion and recycling
- AB 341 – Mandatory commercial recycling
- AB 1826 – Mandatory commercial organics
- **SB 1383 – Short-lived climate pollutants**
 - Purpose is to reduce landfilling of organics/edible food
 - Enforcement on jurisdictions and local entities began in 2022



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SB 1383

- **Goals**
 - Reduce organics to landfills by 50%
 - Reduce loss of edible food by 20%
- **Reduce landfilling of organics/edible food**
 - State enforcement on local jurisdictions to comply with SB 1383 began in 2022
 - Enforcement on individual generators (residents, businesses, edible food generators, food recovery organizations) will begin in 2024

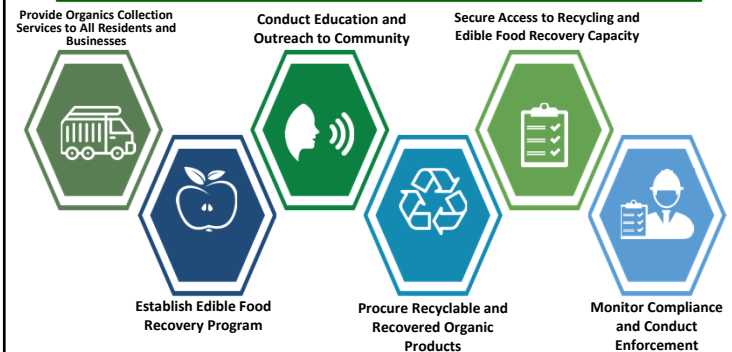


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Jurisdiction Responsibilities

The City of South Pasadena is responsible for the following SB1383 requirements:



CalRecycle Enforcement

- CalRecycle is the state agency responsible for developing and enforcing SB 1383 regulations
- The City of South Pasadena was issued a Corrective Action Plan by CalRecycle and is required to fully comply with regulations following the actions and timeline outlined in the Corrective Action Plan
- Penalty amounts (per violation per day) resulting from noncompliance include:
 - Minor \$500 – \$4,000
 - Moderate \$4,000 - \$7,500
 - Major \$7,500 - \$10,000



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How does SB 1383 impact you?

- All trash customers will be required to source separate organic waste (food scraps, etc.) regardless of service model
 - food scraps are not allowed in your trash container and must be placed with your yard waste
- All trash customers will be provided new color-coded and labeled containers regardless of service model
 - per SB 1383 regulations, customer provided containers are noncompliant
- Multifamily accounts will receive an organics container(s) depending on needs
- Commercial accounts will receive an organics container(s) depending on needs



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How does SB 1383 impact you?

- Commercial accounts will have the opportunity to apply for a waiver if they do not produce enough organic waste
- Containers will be periodically inspected by Athens Services to ensure proper separation and disposal
- Possible new rates dependent on City Council's pending decision
- Possible new service model dependent on City Council's pending decision



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Current Waste Hauling Services Potential Service Changes

- What do current services look like and what are the challenges?
- What are the options for service models?



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Current “Backyard” Service

- Drivers pick up containers placed anywhere on the property that is accessible (“backyard”) whether or not the property has a backyard
- There are currently 2 waste streams:
 1. **Mixed Waste (Trash + Recyclables)**
 2. **Organics (Yard Waste + Food Scraps)**
- Pick-up trucks pick up both mixed waste and organics and transfer them to a “mother truck”
 1. **Mixed Waste is processed for recyclables at MRF**
 2. **Organics are transported to American Organics to be processed into compost**



Current Fleet:

- 8 unleaded gasoline pick-up trucks
- 2 Renewable CNG front loader trucks

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Current Backyard Service



Drivers pick up customer containers from their property and dispose into a pick-up truck with two compartments: one for mixed waste and one for food/yard waste.

Current Backyard Service



Pick-up trucks drive to parked “mother trucks” that change locations throughout the day.



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Current Backyard Service



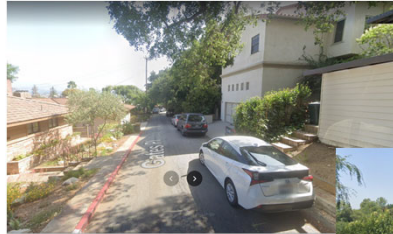
Each compartment is emptied into its designated “mother truck.”



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Backyard Service Challenges



Narrow streets in the hillside areas don't allow trucks that are larger than the current pick-up trucks to pass through.



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Option for Council Consideration

Move to Curbside Collection with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Customers would have to source separate all trash into 3 categories (instead of 2):
 1. **Trash/Landfill**
 2. **Recyclables**
 3. **Organics (yard waste + food scraps)**
- Customers would have to roll carts to the curb on trash day
- 3 different side-loader trucks would pick up each cart on the same day
 1. **Trash would go straight to Landfill**
 2. **Recyclables would be processed at a MRF**
 3. **Organics would be transported to American Organics to be processed into compost**



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Option for Council Consideration

Move to Curbside Collection with 3-cart system

One of the options that has been proposed for complying with the new law is to switch to a Curbside Collection model. This would entail the following:

- Trash rates will decrease by approximately \$10-\$20 for most accounts in the City except for those located in "Hard-to-Service Areas"

Hard-to-Service Areas (HTS):

- Approximately 700 accounts must remain with the current Backyard Service due to narrow streets (cannot switch to Curbside Service)
- Trash rates for these accounts will increase significantly if the rest of the City switches to Curbside Service



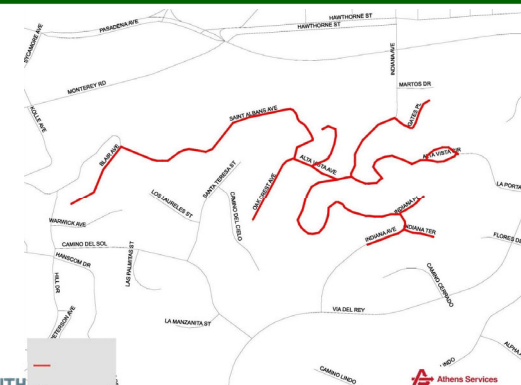
Curbside Fleet:

- 2 unleaded gasoline pick-up trucks (HTS)
- 1 Renewable CNG front loader truck (HTS)
- 3 Renewable CNG side loader trucks

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Hard-to-Service Streets

This map depicts the streets (in red) that would not be able to switch to Curbside Service.



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Next Steps

1. Gather community questions, concerns, and feedback.
2. At a future City Council meeting (date to be determined), present to City Council the adjusted proposed options from Athens and the gathered community feedback.
 - a. During the meeting, City Council will select an option and make a final decision on whether or not to keep the current Backyard Service or switch to Curbside Service.
3. A new Athens Agreement will be drafted to incorporate Council's decision and will be presented to City Council for approval at a following City Council meeting.
4. Once a new Agreement is approved:
 - a. New containers will be deployed to all trash accounts
 - b. City and Athens will conduct outreach and provide education on the changes to the trash services



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Community Feedback

- Review Results of 2022 Solid Waste Community Survey
- Conduct Q&A Session + Gather Feedback Now
- Presentation will be available on our City website:
www.SouthPasadenaCA.gov/OrganicsRecycling
- Email additional questions and comments to:
EnvironmentalPrograms@SouthPasadenaCA.gov



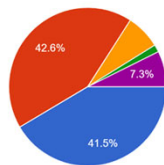
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Key Survey Results

In **2022**, a citywide solid waste survey was conducted and received over 450 responses. The results of the survey showed respondents were split on which service model they preferred (see below).

Which waste collection service would you prefer?



- Pay 10% (approximately \$5 more on average) more to keep current Backyard Service with unleaded gasoline pick-up trucks.
- Save 40% (approximately \$15-20 savings on average) on your trash bill and switch to Curbside Service with large renewable compressed natural gas garbage trucks
- Need more information to decide
- I have no preference
- Other (please explain below)



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Q&A + Feedback

- Which service model is preferred and why?
- What concerns do you have with each service model?
- What questions do you have about the new law and the options Council is considering?
- What resources would be helpful to you in implementing the changes described today?
 - For example: kitchen food scrap pails, handouts, labels/signage, etc.
- What is the best way to communicate these changes to you?



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THANK YOU!

Presentation and FAQs are available online:

www.SouthPasadenaCA.gov/OrganicsRecycling

Email your questions, concerns, and feedback to:

EnvironmentalPrograms@SouthPasadenaCA.gov

Sign up for the City's Newsletter and Environmental Email
List to receive general City news and updates on this topic:

www.southpasadenaca.gov/visitors/contact-us/social-media



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Solid Waste Community Feedback Session

July 20, 2023

Frequently Asked Questions

www.SouthPasadenaCA.gov/OrganicsRecycling

General Questions

1. What is happening?

The agreement with the City's waste hauler, Athens Services, is being amended to accommodate new organics recycling requirements. Athens has provided City Council with a few options on how the agreement can be updated. One of the options proposes a change from the current Backyard Service model to a Curbside Service model.

2. Why is this happening?

There is a new state law, called Senate Bill 1383 (SB 1383) that requires jurisdictions to provide organics recycling services (among other things) to all of their trash customers. To accommodate this new law, the City must update its current agreement with Athens.

3. Has a decision been made, yet?

No, City Council has not made a decision on how the agreement will be updated or whether or not they will change the service model. City Council received an informational update on May 17, 2023 on potential agreement changes and requested additional information from Athens. Athens and City Staff will return to Council at a future City Council meeting (date to be determined) to present final options and community feedback to Council. At this meeting, it is likely that City Council will reach a decision on what changes will be made to the Athens agreement.

4. When does this go into effect?

Organics collection for single-family homes is already in effect. Residents should dispose food scraps and food-soiled paper in their yard waste containers. Any changes to waste collection and the expansion of organics collection to multifamily and commercial will begin after Council direction and is anticipated to be completed by mid-2024.

5. What are the options City Council is considering?

There are three options City Council has been presented with for amending the Athens agreement. The first two options remain with the current Backyard Service with a rate increase to accommodate the additional organics recycling service and other SB 1383 requirements. The third option changes the service model to curbside for most of the City at a reduced cost (hard to service areas would see an increase in costs and would have to remain with "backyard" service). Other components of each option include adjustments to the contract term, annual CPI adjustment, fleet, processing, etc. Detailed information on the options can be found in the [May 17, 2023 Staff Report for Item #23](#). City Council has asked for a fourth option from Athens which would include Backyard Service and a fixed term. Athens is currently preparing the fourth option.

6. How long is the current contract term?

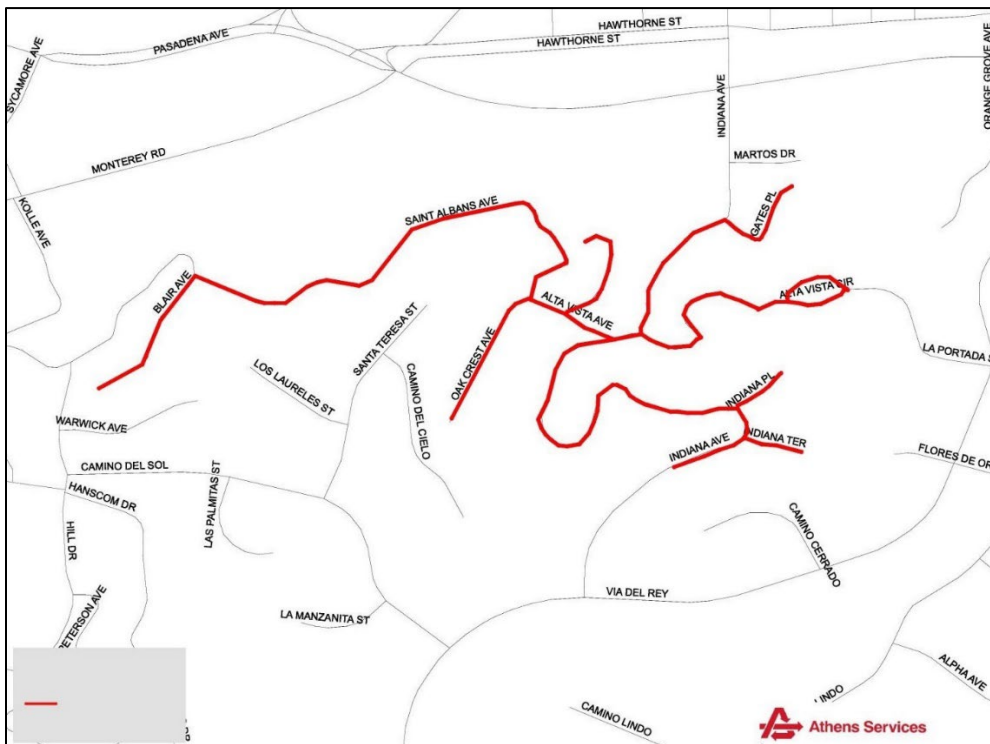
The current contract term is a rolling 7 year term. This means that every year the contract automatically renews for 7 years. If the termination of the contract is triggered, it would take 7 years for the contract to terminate.

7. What is diversion?

Diversion, in the context of waste disposal, occurs when waste that can be recycled is rerouted from a landfill to other facilities for recycling.

8. What are Hard-to-Service Areas?

Hard-to-Service Areas are areas in the City (approximately 700 accounts) that are difficult to access with larger trucks due to narrow roads or other accessibility issues (mainly affects hillsides and multifamily). These areas will remain with their current waste services regardless of any changes to services for the rest of the City. See below for a map of the areas considered to be Hard-to-Service.



Questions Regarding Containers & Waste Stream

1. Can I continue to use my own containers for waste collection?

No, under the new law, customer-provided containers are not compliant. Regardless of the service model, customers will receive new standardized containers that comply with SB1383's labeling and color requirements.

2. What would happen to our old containers when we are provided with new standardized containers?

Residents will have the option to either keep their containers or have Athens collect and recycle them. Residents will be informed of a pick-up date where they can bring out their old containers to the curb for Athens to collect and recycle. If residents wish to keep their containers, they can; however, they will no longer be allowed to use them for waste collection.

3. Who will pay for the new containers and how much will they cost?

The cost of the new containers will be incorporated into the new trash rates. The cost of the new containers will be amortized over the life of the contract.

4. How will we know what is acceptable in the green/organics container?

Currently, residents can visit the City's Organics Recycling webpage at www.SouthPasadenaCA.gov/OrganicsRecycling to view a list of acceptable items in the green/organics container. Athens and the City will conduct additional outreach to educate residents on what items to place in which containers. Additionally, the new containers will be labeled providing more information on acceptable items.

5. If the City switches to curbside, what will the new containers look like? How many containers will I receive and what size will they be?

If the City switches to Curbside, the new containers for single-family homes will look like the traditional rolling carts. Residents will receive three 64-gallon barrels (1 black, 1 blue, 1 green). Residents will have the option to increase barrel size to 96 gallon (additional cost) or decrease to 35 gallon (lower cost). The barrels will have two back wheels and an attached lid. Containers for residents with bins, multifamily, and commercial are being determined.

6. If the City remains with Backyard Service, what will the new containers look like? How many containers will I receive and what size will they be?

If the City remains with Backyard Service, the new containers for single-family homes will be 32 gallons in size, will be black (for trash and recyclables) and green (for yard and organic waste), will not have wheels, and will have durable lids that deter common pests if the lids are placed on correctly and trash is not overflowing. Residents will receive 6 barrels and will be able to choose how many of each color they would like. Additional containers can be requested at an additional cost. Containers for residents with bins, multifamily, and commercial are being determined.

7. Is it possible to have a service model with 4 waste streams where food waste is not mixed in with yard waste in order to mulch the yard waste at a lower cost?

Having an additional process (mulching) would incur an additional cost and would not lower the overall costs for processing. In addition, 4 waste streams would require 4 trucks and separate containers. Lastly, AB 1594 does not allow the City to take green waste to landfills as landfill cover for diversion credit. Meaning, the green waste will need to be composted, anyway. It is more efficient and cost-effective to collect yard waste and food waste together.

8. Where does our green waste currently go?

Currently, green waste, which includes yard waste, food scraps, and food-soiled paper, is transported to the American Organics facility in Victorville, CA where it is processed and turned into organic compost. Green waste will continue to be processed at American Organics.

9. Does Athens really recycle?

Yes. Recyclables are sorted at Athens' Materials Recovery Facility located in Sun Valley, CA for materials that the market will allow for. Athens only disposes materials that cannot be recycled. The public is welcome to tour the facility and can learn more about their recycling process by visiting: www.AthensServices.com/Sun-Valley-MRF.

Questions Regarding the Potential Switch to a Curbside Model

1. If the City switches to Curbside with three waste streams, will there be three trash days?

No, there will be one trash day with three different trash trucks.

2. If the City switches to Curbside, will parking need to be restricted on trash days? Has the City considered issues with parking restrictions and traffic considering the planned increase in housing in the City?

It is possible that on some streets, parking will need to be restricted on trash days. Not all streets will need to restrict parking. Parking restrictions and traffic are factors that City Council will consider when deciding on which service model to choose.

3. If the City switches to Curbside, how will that affect what happens on my street?

With curbside service, residents can expect trash carts rolled to the curb on one trash day. On their trash day, residents can expect three different trucks to pass their street to pick up the three different carts. Parking might be restricted on certain streets. In Hard-to-Service areas, backyard service will continue as before and there will be no changes to parking, collection vehicles, or cart placement.

4. If the City switches to Curbside, how will I roll my carts to the curb if I am elderly or disabled?

Athens offers a "rollaway" service for the elderly and disabled where drivers will exit their trucks and roll your containers to the curb and back for you. It is not yet determined if this service would incur an additional cost.

5. If the City switches to Curbside, how will damages caused by their large trucks be handled?

Residents can open a claim with Athens Customer Service for any damages caused by Athens.

6. If the City switches to Curbside, will Athens have to lay off their drivers/employees?

No, Athens will not lose any employees over any service changes. Athens will work with employees to find them other positions within their organization.

7. If the City switches to Curbside, will there be an increase in scavenging and how will that be handled?

It is possible that there might be an increase in scavenging. Once a trash container is brought to the curb, there is no longer an expectation of ownership of the trash; therefore, scavenging is not considered theft and there is no crime.

8. If the City switches to Curbside, will there be an incentive to use less trash?

If residents in single-family homes reduce any of their waste, they can request smaller containers (35 gallons) at a lower cost.

Questions Regarding Rates

1. How will the trash rates be affected under both service models?

Trash rates will depend on which option City Council decides on. Updated options with rates will be presented to City Council at a future Council meeting (date to be determined). Generally, a Curbside Service model will likely result in lowered rates for most of the City and a Backyard Service model will likely result in slightly higher rates for the entire City. If Council decides to remain with Backyard Service, rates for Hard-to-Service accounts will be the same as the rest of the City. If Council decides to switch to a Curbside Service model, rates for Hard-to-Service accounts will increase due to Athens running two different operations simultaneously.

2. If the City switches to Curbside, the rate for the residents in Hard-to-Service areas will increase significantly because Athens must operate a different service in these specific areas.

a. Has Athens/City considered working with neighboring cities who have Backyard Service to ameliorate some of the costs of operation?

Yes, Athens has explored the possibility of combining services across their service areas. Unfortunately, this strategy would not be feasible.

b. Can the two different rates be evened out throughout the City? In other words, can residents who have the lower cost of Curbside Service pay more to subsidize the higher cost of the residents who must remain with Backyard Service?

The City has looked into this option. Unfortunately, the City has determined that, legally, one set of rate payers cannot subsidize another set of rate payers for a different service.

3. Why are we paying for Backyard Service if Athens doesn't technically come to my backyard?

Although the name of the service is called "Backyard," this service involves drivers stepping out of their vehicles and manually picking up containers placed anywhere on the property that is accessible ("backyard") whether or not the property actually has a backyard. Containers can be placed in the customer's backyard, front yard, driveway, etc. as long as it is accessible. The basis of "Backyard" service is that customers do not need to move their containers to the curb for an automated collection. Rather, they can leave their containers anywhere that is accessible and the drivers will retrieve their containers for them.

4. Why can't I get a discount if I place my containers in my front yard or driveway as opposed to my backyard?

The vehicles used and the process for waste collection is the same no matter where you place your containers on your property. The driver still needs to step out of their vehicle, walk to the container, bring it back to the truck, manually empty it into the truck, and place the container back in its spot. Therefore, the costs are the same.

5. Why is there a price increase if all we're doing is taking food waste from our trash containers and disposing them in our existing green waste containers?

The cost of handling/processing organic waste increases when food waste is added, due to increased weight and volume. Furthermore, to be compliant with SB1383, the City must implement other components of the law in addition to organics collection. These components include establishing an edible food recovery program, conducting education and outreach, procuring recovered organic products, conducting quarterly waste characterizations, and monitoring compliance (lid flipping). Athens Services will be assisting the City in meeting these additional requirements along with providing organics waste collection and recycling. The new rates will cover the additional services and assistance provided by Athens.

6. What are the other fees that are paid by trash customers?

South Pasadena trash bills include a 3% Billing Fee (1.5% retained by Athens for their billing services and 1.5% received by the City) and a 9.4% Franchise Fee.

If you have questions or concerns regarding trash collection specifically from your property, please contact Athens Services Customer Service at (888) 336-6100.

ATTACHMENT 3

May 17, 2023 City Council Staff Report:
Update of the City's Exclusive Refuse Service Agreement
Related to the Implementation of SB 1383 Requirements

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City Council Agenda Report

ITEM NO. ____

DATE: May 17, 2023

FROM: Arminé Chaparyan, City Manager

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

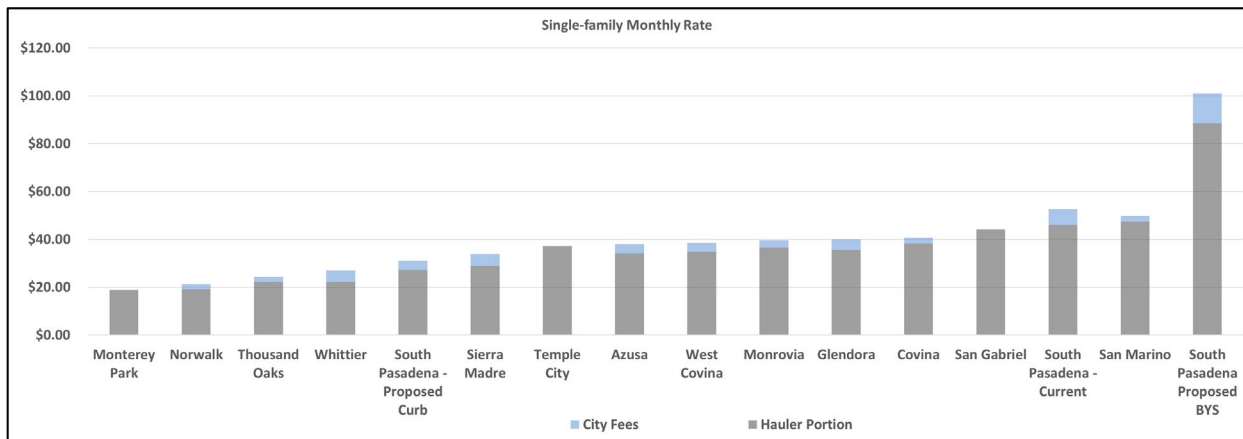
1. Change from the current BYS program to a traditional automated side loader curbside service using three new Renewable Compressed Natural Gas (RCNG) side loader trucks and three new 64-gallon carts for the majority of residents (except for #2 below, or as otherwise needed). The default barrel service 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)

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							
<i><u>COMMERCIAL</u></i>							
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
<i><u>RESIDENTIAL</u></i>							
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
<i><u>ORGANICS</u></i>							
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
<i><u>CITY SERVICES</u></i>							
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)

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.

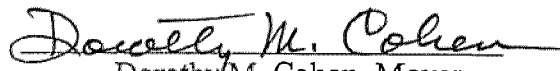
I. This Refuse Service Agreement may be signed in counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

XXIII. EFFECTIVE DATE

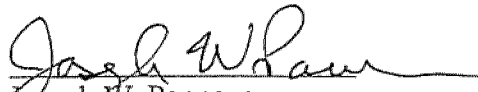
This Refuse Service Agreement is effective and operative as of November 6, 2000 and as of that date shall supersede all prior agreements heretofore executed by and between the parties concerning any portion of the subject matter hereof, and shall operate as a discharge of all obligations incurred by 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

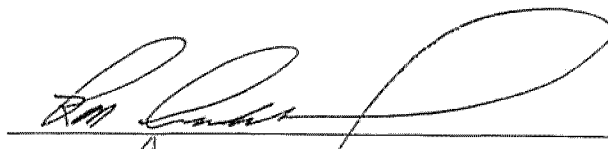
[Signatures continued on page 19]

[Signatures continued from page 18]

ARAKELIAN ENTERPRISES, INC., a California corporation (dba Athens Services)

Date: 2/6, 2001


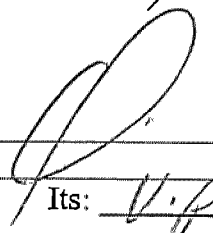
By:

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

L.A.H.I.B.I.T. 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
1 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											
13	16.53	0.28	16.81	82.90	1.99	84.89	101.70	98.65	112.61	2.27	114.88
14	17.26	0.29	17.55	86.61	2.08	88.69	106.24	103.05	117.64	2.27	119.91
15	17.99	0.30	18.29	90.30	2.17	92.47	110.76	107.44	122.65	2.27	124.92
16	18.74	0.31	19.05	94.00	2.26	96.26	115.31	111.85	127.68	2.27	129.95
17	19.48	0.33	19.81	97.69	2.35	100.04	119.85	116.25	132.71	2.27	134.98
18	20.23	0.34	20.57	101.38	2.43	103.81	124.38	120.65	137.73	2.27	140.00
19	20.93	0.35	21.28	105.08	2.52	107.60	128.88	125.01	142.71	2.27	144.98
1X 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
5YARD											
1Y	3.94	0.07	4.01	19.72	0.47	20.19	24.20	23.47	26.79	N/A	26.79
1.5YARD	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

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
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TASK 6	The Jurisdiction will develop labeling or use model labeling provided by CalRecycle for use on containers. <ol style="list-style-type: none"> 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 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
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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
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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

	<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

	<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>	
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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

ATTACHMENT 4
Table of Athens' Proposed Options for
SB1383 Compliance

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
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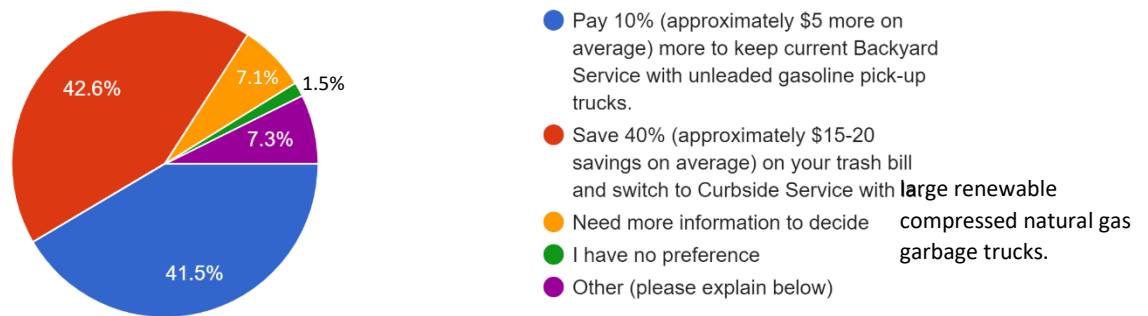
Options	Residential Rate	Hard-to-Service Areas	Residential Barrels	Commercial + Multifamily Rate	Organic Waste Rate for Bin Customers	Annual Rate Adjustment	Length of Contract Term	Fleet	Operations & Processing	Bus Stop Barrel Pick-up & City Garage Sweeping Service
(1) Leave BYS as is for all - 7 year 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 unleaded 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 unleaded 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 unleaded 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)

ATTACHMENT 5
Community Outreach Survey Results

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?

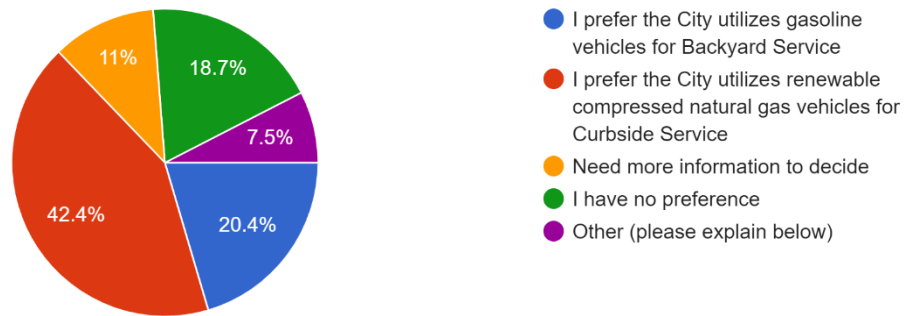


Other responses (summarized):

- 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)?

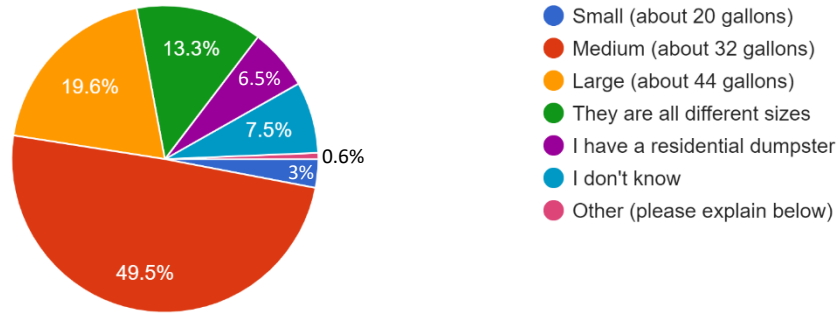
3. Do you currently move your trash containers on trash day?



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.

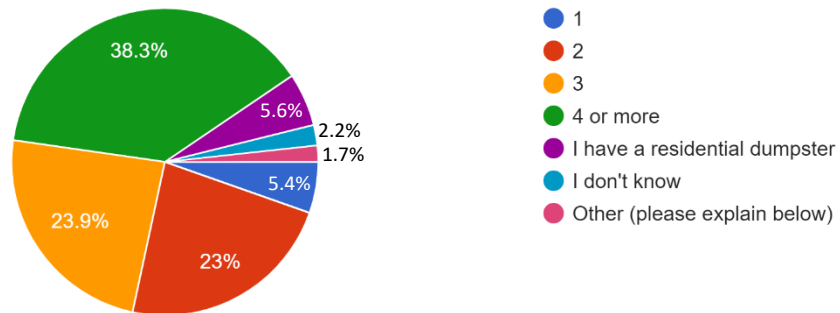
4. How large are your current trash containers?



Other responses (summarized):

- Residents have different size containers for different waste (ex: large for yard waste, medium for landfill).

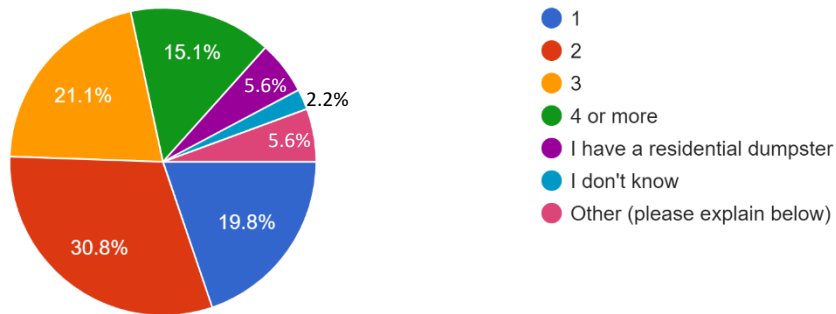
5. How many containers do you currently have for mixed waste (trash and recyclables)?



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.

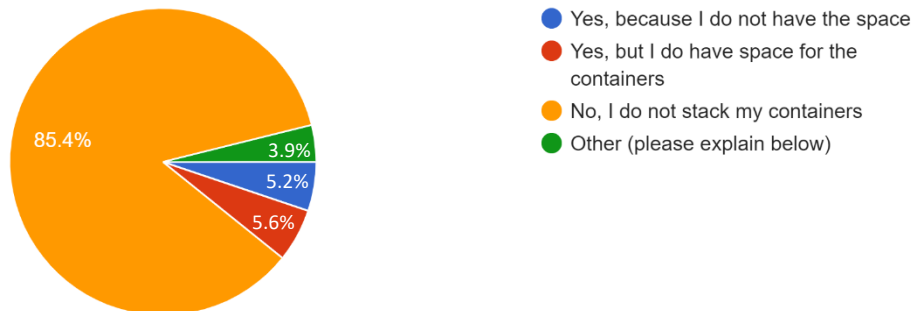
6. How many containers do you currently have for yard waste (tree trimmings and now, organic waste)?



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.