



Additional Documents Distributed for the Regular City Council Meeting September 21, 2016

Item No.	Agenda Item Description	Distributor	Document
3	Presentation on Refinancing of 2009 Water Bonds	Anna Sarabian	PowerPoint, 2016 Water Revenue Refunding Bonds
5	Councilmember Communications	Robert S. Joe	PowerPoint, Moon Festival 2016
5	Councilmember Communications	Michael A. Cacciotti	PowerPoint, Photos of Cop on a Bike and Cruz'n for Roses Car Show
.8	Minutes of the City Council Meeting of September 7, 2016	Anthony J. Mejia, Chief City Clerk	Memo to Council No. 1, Revisions to Minutes
8	Minutes of the City Council Meeting of September 7, 2016	Anthony J. Mejia, Chief City Clerk	Memo to Council No. 2, Revisions to Minutes
12	Approval of a Mills Act Contract for Property Located at 325 Oaklawn Avenue	John Mayer, Senior Planner	Memo to Council
13	Approval of a License Agreement for Use of City-Right-of-Way at Peterson Street	Chris and Margaret Cheung, Applicants	Handout, Property Photos
18	First Reading and Introduction of an Ordinance to Amend the South Pasadena Municipal Code to Change General Municipal Election Dates to Coincide with Statewide General Elections in November of Even-Numbered Years	Anthony J. Mejia, Chief City Clerk	PowerPoint, Staff Presentation

19	Adoption of a Resolution Supporting the Los Angeles County Metropolitan Transportation Authority's One-Half Percent Sales Tax Ballot Measure on the November 8, 2016 Election Ballot	Sergio Gonzalez, City Manager	Handout, Metropolitan Transportation Authority Measure M Fact Sheet
20	Adoption of a Resolution Transitioning the Water Conservation and Supply Shortage Plan from Stage 2 to Stage 1: Moderate Water Supply Shortage	Jenna Shimmin, Senior Management Analyst	Memo to Council
21	Consideration of State Route 710 Surplus Property Sales Final Environmental Impact Report Comment Letter	Sergio Gonzalez	09/21/2016 Revised Letter to Ronald Kosinski, Caltrans



City of South Pasadena

2016 Water Revenue Refunding Bonds

September 21, 2016

Background

- ❖ The 2009 Water Revenue Bonds were issued by the South Pasadena Public Financing Authority in May 2009
 - Financed the acquisition and construction of certain improvements to the water system
 - Original Par Amount of \$43,405,000; Final maturity of October 1, 2039
 - Underlying rating of A+ from S&P; insured by Assured Guaranty
 - Cash funded reserve fund
- ❖ Current outstanding par amount of \$41,185,000
 - Callable on October 1, 2019 at 102%
 - On parity with \$6.995 million original par amount of the 2013 Water Revenue Bonds
 - From now until maturity, the interest rates range between 3.50% to 5.27%

September 21, 2016 2

Anna Sarabian
Additional Material
AGENDA ITEM # 3

Timeline

- ❖ Pending Council direction to proceed tonight, the proposed refunding bond issuance schedule is as follows:
 - October 19, 2016 – Council approval of legal and financing documents
 - October 27 – Bond Sale
 - November 10 – Bond Closing



Moon Festival

Saturday

September 24, 2016
12 noon - 4:00 pm

South Pasadena Public Library
Library Community Room
1115 El Centro Street

Sponsored by the South Pasadena Chinese-American Club,
the City of South Pasadena, and the Friends of the South Pasadena Public Library

Food • Contests Arts & Crafts • Entertainment

Chinese Lion Dance • Chinese Martial Arts
Traditional Chinese Treats • Boba • Arts & Crafts
Chalk-Drawing Contest • Food-Challenge Contest • Dance Performances
Calligraphy • Mystery Gift • Nail Art
Face Painting • Miss Chinatown Court Appearance

Voucher: \$10

Admission to event and entertainment is free. Nominal cost for food and some activities.
Vouchers can be purchased prior to or at the event. Redeem voucher at the Moon Festival for 10 tickets,
good for food and activities. To purchase voucher or for additional information:
email SPCC91030@gmail.com.

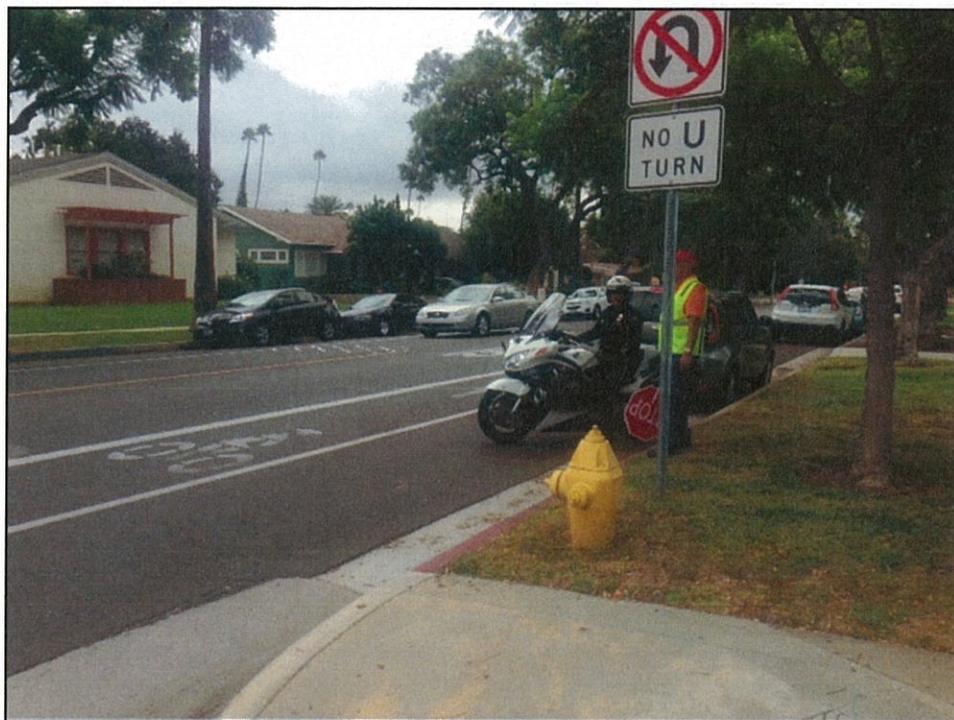
The South Pasadena Chinese-American Club (SPCC)
is a non-profit charitable organization under IRC Sec. 501 (c)(3).



Additional Material
AGENDA ITEM # 5
9/21/16 City Council Mtg.

RJOE







2
P 31 IN
P 31 IN





CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030

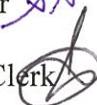
TEL: (626) 403-7230 • FAX: (626) 403-7211

WWW.SOUTHPASADENACA.GOV

Date: September 20, 2016

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Anthony J. Mejia, Chief City Clerk 

SUBJECT: Agenda Item No. 8 – Minutes of the City Council Meeting of September 7, 2016

It is recommended that the City Council approve the following modifications to the minutes of the City Council Meeting of September 7, 2016.

Page 8-2, Presentations - Item 2, to read as follows:

Mayor Mahmud and Councilmember Joe presented City tiles to the following sponsors of Stage II, held in South Pasadena, of the 2016 Amgen Tour of California:”

Page 8-3, Councilmembers Communications, to read as follows:

“Councilmember Joe encouraged residents to participate in the upcoming Cruz’n for Roses Hot Rod and Classic Car Show, annual Moon Festival, and Public Safety Open House; requested that staff agendize potential options to address concerns related to commercial ~~hauler~~ trucks parked idling for prolonged periods on City streets, second by Mayor Mahmud.”

Page 8-4, Public Comment, Gail Multon be changed to Gail Maltun.





CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7230 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

Date: September 21, 2016
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Anthony J. Mejia, Chief City Clerk *AM*
SUBJECT: Agenda Item No. 8 – Minutes of the City Council Meeting of September 7, 2016

It is recommended that the City Council approve the following modifications to the minutes of the City Council Meeting of September 7, 2016.

Page 8-4, Councilmembers Communications, to read as follows:

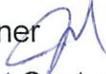
“Mayor Pro Tem Cacciotti requested that the Natural Resources and Environmental Commission evaluate the use of pesticides and fertilizers in City parks and provide recommendations that could be incorporated as part of the next parks landscape maintenance contract; requested that the staff develop an Air Quality Management Plan describing the City’s efforts to reduce the impacts of vehicle emissions and energy uses, seconded by Councilmember Schneider.”



Additional Material
AGENDA ITEM # 8
9/21/16 City Council Mtg.

CC: Council; CM; CA; CCC; Reference Binder; Original to 9/21/16 Addl Docs

Memo

Date: September 21, 2016
To: Honorable Mayor and City Council
CC: Sergio Gonzalez, City Manager
Teresa L. Highsmith, City Attorney
Anthony J. Mejia, Chief Deputy City Clerk
From: John Mayer, Senior Planner 
Re: Item Number 12 (Mills Act Contract – 325 Oaklawn)

Paragraph iii of the Mills Act contract described the history of the wrong house. This has been subsequently corrected to include the house at 325 Oaklawn.

Thank you,
John

MILLS ACT CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this 21st day of September 2016, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation (“City”), and Brian and Jenny Bright (“Owners”).

RECITALS

(i) California Government Code Section 50280 *et seq.*, authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 325 Oaklawn Avenue, South Pasadena, California (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as “Exhibit A” and is incorporated herein as if fully set forth;

(iii) The Historic Property is a contributor to a designated historic district known as the Oaklawn Historic District, attached hereto marked “Exhibit B”. This District is considered an excellent representative example of upper middle class residential development in the early decades of the 20th century in the Los Angeles region. According to previous historic surveys, the houses in this District exhibit a consistently high level of architectural quality with minimal alterations. It is distinguished for its uniformity of integrity, density, and period. Renowned architects Charles and Henry Greene (the Greene Brothers) were involved in enhancing Oaklawn's primary gateways, designing the concrete bridge and waiting station, and other features that that architectural historians consider as “unusual and extraordinary”. In 1910, G. Lawrence Stimson, whose architectural work is compared favorably to the Greene Brothers, designed the historic home at 325 Oaklawn Avenue for Thomas and Linda Mitchell;

(iv) City and Owners, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. This Agreement shall be effective and commence on September 21, 2016 and shall remain in effect for a term of ten (10) years thereafter.

2. AUTOMATIC RENEWAL. For the first five years of the Agreement only, upon the anniversary of the effective date of this Agreement (hereinafter referred to as the annual renewal date), one year shall be added automatically to the term of this Agreement, unless timely notice of non-renewal is given as provided in Paragraph 3 of this Agreement.

3. NOTICE OF NON-RENEWAL. The maximum term of this Agreement, including any automatic renewals, shall not exceed 15 years from the effective date. The automatic renewal provision shall not apply to add an additional year to the Agreement after the initial five years of the term. If the City desires within the first five years not to automatically renew this Agreement, City must serve written notice of the non-renewal at least sixty (60) days prior to the annual renewal date within the first five years.. If the Owner desires in any year not to renew this Agreement, the Owner must serve written notice of non-renewal at least ninety (90) days prior to the annual renewal date. Upon receipt by Owner of a notice of non-renewal from the City, Owner may make a written protest. At any time prior to the annual renewal date, City may withdraw its notice of non-renewal.

4. EFFECT OF NOTICE OF NON-RENEWAL. If either City or Owner serves timely notice to the other of non-renewal in any year, the Agreement shall remain in effect for the balance of the term then remaining.

5. VALUATION OF PROPERTY. During the term of this Agreement, Owner is entitled to seek assessment of valuation of the Historic Property pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

6. PRESERVATION OF PROPERTY. Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the terms of the City's Cultural Heritage Ordinance (South Pasadena Municipal Code, Chapter 2, Article VIE), requiring Owner to maintain the Historic Property in a good state of repair and shall obtain any applicable permits to restore the Historic Property to maintain its historic and cultural significance.

7. RESTORATION OF PROPERTY. Owner shall, where necessary, restore and rehabilitate the Historic Property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior's Standards for Rehabilitation, and the State Historical Building Code, and the City of South Pasadena, attached hereto marked "Exhibit D" and incorporated herein as if fully set forth.

8. INSPECTIONS. Owner shall allow reasonable periodic examinations, by appointment, of the interior and exterior of the Historic Property by representatives of the County Assessor, the State Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to determine Owner's compliance with the terms and provisions of this Agreement. The Owner shall provide written updates to the City every two years to document the progress on the rehabilitation/preservation plan.

9. PROVISION OF INFORMATION. Owner shall furnish the City with any and all information requested by City which City deems necessary or advisable to determine compliance with the terms and provisions of this Agreement.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Government Code Section 502850, may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the standards for a qualified historic property. City may also cancel this Agreement if it determines Owner have failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 7 of this Agreement. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 *et seq.*, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants,

reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Director of Planning and Building
1414 Mission Street
South Pasadena, California 91030

Owner: Brian and Jenny Bright
325 Oaklawn Avenue
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner

hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than thirty (30) days after the parties execute this Agreement, the Agreement shall be recorded in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The Owner or Owner's agent is required to provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

Dated: _____

By: _____
MAYOR

Attest:

CITY CLERK

Approved as to Form:

CITY ATTORNEY

Dated: _____

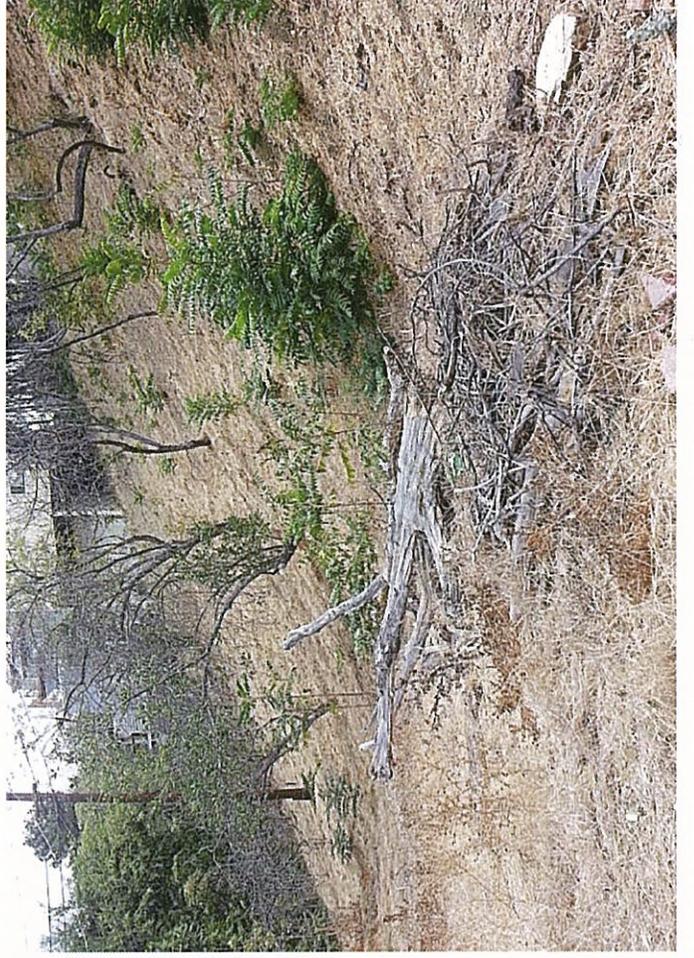
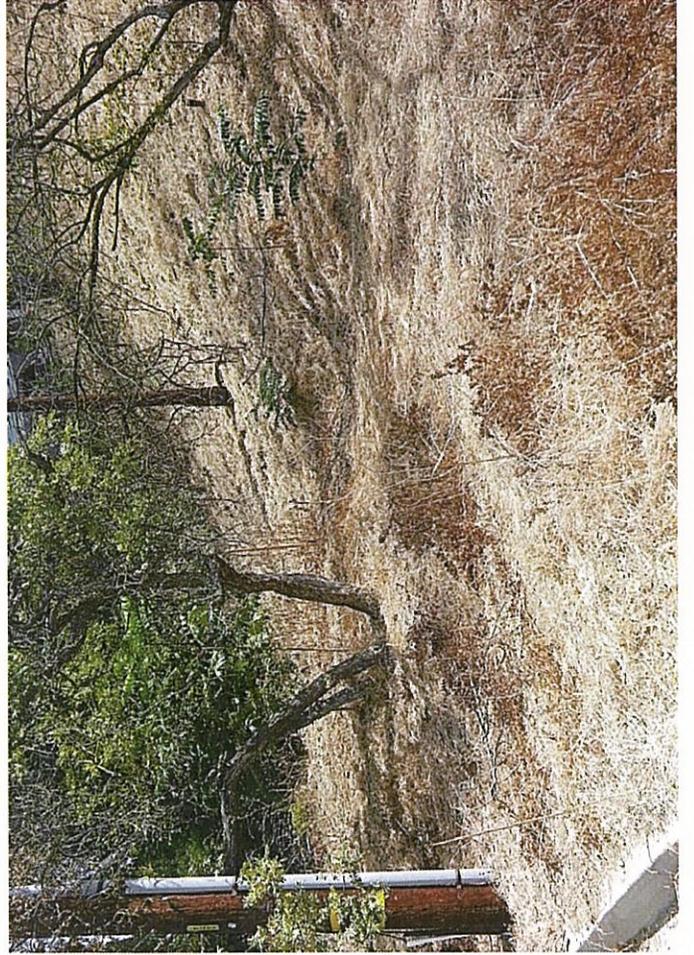
Dated: _____

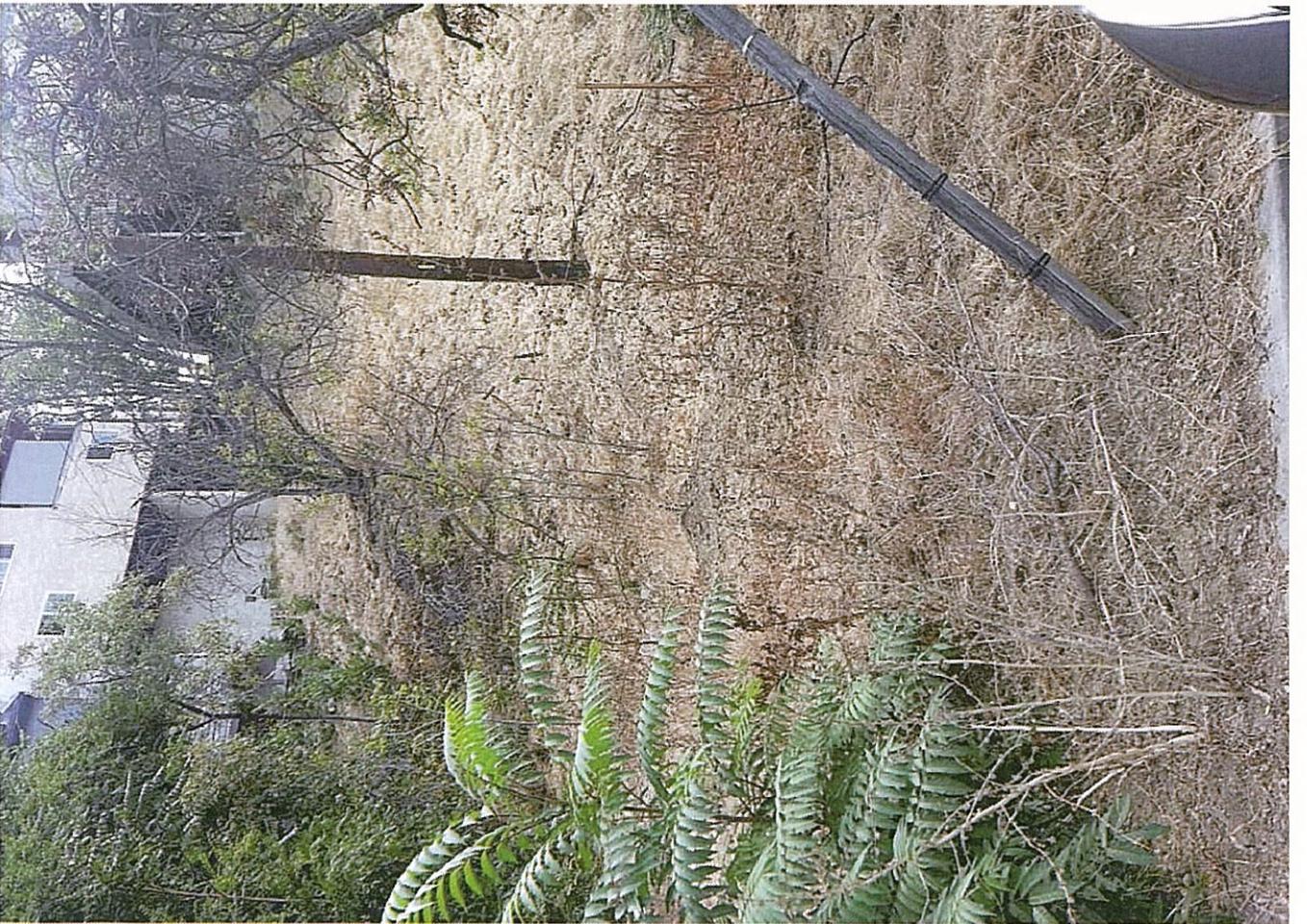
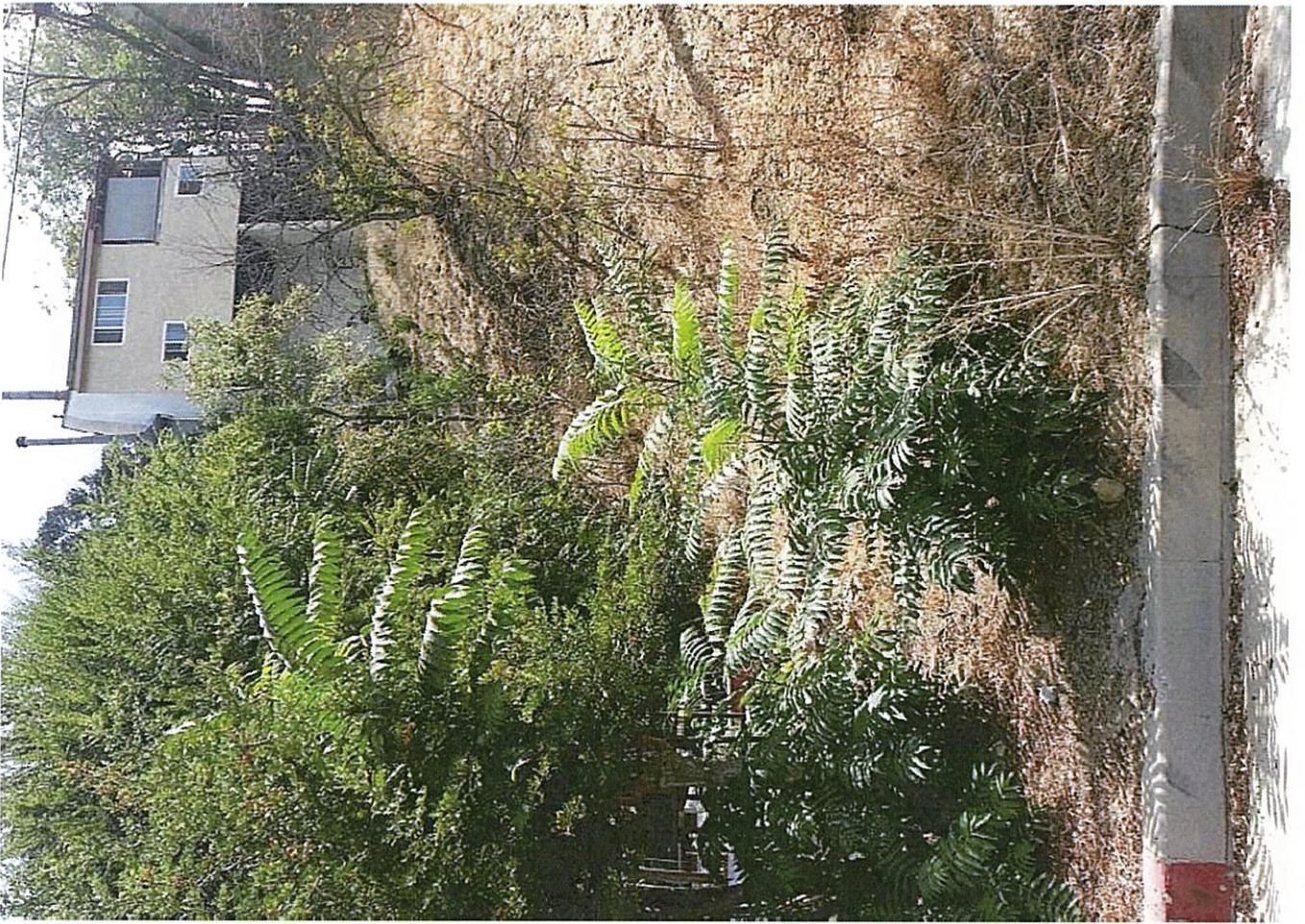
Brian Bright, Property Owner

Dated: _____

Jenny Bright, Property Owner

Chris + Margaret Cheney
Additional Material
AGENDA ITEM # 13
9/21/10 City Council Mtg.





California Senate Bill 415 "Voter Participation"

Transitioning General Municipal Elections to
Coincide with Statewide Elections

What is Senate Bill 415 "Voter Participation"?

- A new California law signed on September 1, 2015, by Governor Brown, prohibiting local governments from holding an election on any date other than a statewide election date, as specified.
- Currently, the City of South Pasadena holds its general municipal elections in November of odd-numbered years.
- Statewide election dates are designated as June or November of even-numbered years.

Council Direction...

- On September 7, 2016, City Council directed preparation of an ordinance to enact Option 1:

Option 1. Beginning November 2018, synchronize with statewide elections in November of each even-numbered year, extending City Officeholder terms of office by one year.

	Elected	End of Term	New End of Term
(I) Two Councilmembers, City Treasurer, and City Clerk	11/2013	11/2017	11/2018
(I) Three Councilmembers	11/2015	11/2019	11/2020

What about the Utility Users Tax Repeal Initiative?

- Pursuant to Election Code Section 1405(b) the City is obligated to submit the proposed initiative measure at the next General Municipal Election.
- The City Council adopted Resolution No. 7448 declaring its intent to place the initiative measure on the ballot for November 2017.
- However, if adopted and approved by the Supervisors, the City will no longer hold its General Municipal Election on November 7, 2017.
- Therefore, the City Council will need to rescind Resolution No. 7448 and declare its intent to place the initiative measure on the ballot for the next General Municipal Election on November 6, 2018.

All Vote By Mail Ballots?

- Even if we switch to coincide with statewide general elections, can the City conduct an all vote by mail ballot election?
 - No, California Elections Code Section 4000 sets specific conditions in which elections may be conducted wholly by mail, specifically the election would have to occur on a specified date in March, May, or August as defined in EC Section 1500.
 - Under SB 415, these dates may not be used for municipal general elections.
 - In addition, EC Section 1301(b)(2) requires that if a general municipal election is held on the same date as a statewide election, it must be consolidated and follow the procedures pertaining to that statewide election.

Recommendation & Next Steps

- Introduce an ordinance entitled "An Ordinance of the City Council of the City of South Pasadena, California, amending Section 299-33 'General municipal election' of the South Pasadena Municipal Code relating to changing the general municipal election date to the first Tuesday after the first Monday in November of each even-numbered year, commencing with the General Municipal Election of November 2017."

Next Steps:

- At the City Council Meeting of October 5, 2016:
 - Second Reading of Ordinance
 - Adoption of a Resolution to declare the City's intent to place the UUT Initiative Measure on the ballot for the General Municipal Election of November 6, 2018, and rescinding Resolution No. 7448.



MEASURE M

THE LOS ANGELES COUNTY TRAFFIC IMPROVEMENT PLAN

ARROYO VERDUGO CITIES

The Metro Board of Directors voted to place a sales tax measure, titled the Los Angeles County Traffic Improvement Plan, on the November 8, 2016, ballot. This summarizes the projects and Measure M funding for the Arroyo Verdugo Cities area if the measure passes.

Major Projects (in 2015 \$)

- Bus Rapid Transit Connector Orange/Red Line to Gold Line **\$267 million**

Multi-Year Subregional Programs (in 2015 \$)

- Modal Connectivity and Complete Streets Projects **\$202 million**
- Transit Projects **\$257.1 million**
- Subregional Equity Program **\$96 million**
- Active Transportation Projects **\$136.5 million**
- Goods Movement Projects **\$81.7 million**
- Highway Efficiency, Noise Mitigation and Arterial Projects **\$602.8 million**
- Arroyo Verdugo Projects to be Determined **\$110.6 million**
- All subregions are eligible to compete for **\$260 million (\$350 million total cost)**¹ worth of Bus Rapid Transit Projects, and **\$858 million** worth of Metro Active Transportation Projects

Local Return

- Local Return Revenue for Arroyo Verdugo Cities is expected to be **\$765 million** over the next 40 years in escalated dollars

Transit

- Metro Transit and Municipal Transit Operators in Arroyo Verdugo Cities will also receive additional funding
- Regional Rail (Metrolink) is programmed to receive **\$1.2 billion** over the next 40 years in escalated dollars, with eligibility for an additional **\$700 million** if 2040 performance targets are met

¹Total cost includes Measure M funding plus other fund sources.

ADDITIONAL ANNUAL LOCAL RETURN FUNDING PROJECTIONS FOR FIRST FULL YEAR

FUNDING IS PROJECTED TO INCREASE EACH YEAR (For street improvements, pothole repair, signals, etc.)

CITY	
Burbank	\$ 1,507,100
Glendale	\$ 2,829,700
La Cañada Flintridge	\$ 292,500
Pasadena	\$ 2,010,400
South Pasadena	\$ 371,800
Unincorporated LA County ²	\$ 14,943,600

²Funding may be used for local transportation projects anywhere within Unincorporated LA County as they determine.

ADDITIONAL ANNUAL FUNDING FOR LOCAL TRANSIT OPERATORS FOR FIRST FULL YEAR

FUNDING IS PROJECTED TO INCREASE EACH YEAR

OPERATOR	
LADOT Commuter Express ³	\$ 1,795,700

³Funding may be used to operate LADOT transit service as they determine.

POPULATION GROWTH FOR ARROYO VERDUGO	
513,155	2017
576,232	2047

SOURCE: METRO CALCULATION BASED ON 2012 SCAG RTP DATA

EMPLOYMENT IMPACT FOR LA COUNTY	
465,690	new jobs

SOURCE: LAEDC 2016 STUDY





City of South Pasadena Management Services

Memo

Date: September 21, 2016
To: The Honorable City Council
From: Jennifer Shimmin, Senior Management Analyst *JAS*
Via: Sergio Gonzalez, City Manager *SG*
Re: September 21, 2016 City Council Meeting, Additional Document for Item No. 20 – Adoption of a Resolution Transitioning the Water Conservation and Supply Shortage Plan from Stage 2 to Stage 1: Moderate Water Supply Shortage

Attached is a revised resolution, edits are redlined on the second page.

The revisions can be found in the following sections:

- Page 2 of 3 of the resolution, Section 2.

*CC: Council; CM; CA; CCC; JShimmin; L Demirjian;
Reference Binder; original to 9/21/16 ADDL DSCR*

Additional Material
AGENDA ITEM # 20
9/21/16 City Council Mtg.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DECLARING A STAGE 1: MODERATE WATER SUPPLY
SHORTAGE AND ENACTING A TWENTY PERCENT (20%)
CONSERVATION STANDARD**

WHEREAS, on May 7, 2014, the City Council adopted the Water Conservation and Supply Shortage Plans Ordinance No. 2268, which provides direction on “Water Conservation Provisions and Water Shortage Plans” for the City of South Pasadena (City) in case of drought or emergency; and

WHEREAS, on April 22, 2015, the City Council adopted Resolution No. 7394, declaring a Stage 2: Serious Water Supply Shortage and imposing emergency regulations pursuant to Chapter 35 of the South Pasadena Municipal Code; and

WHEREAS, on May 9, 2016, California Governor Edmund G. Brown, Jr. issued Executive Order B-37-16, directing actions aimed at using water wisely, reducing water waste, and improving water use efficiency for the years and decades ahead, and directed the State Water Resources Control Board (SWRCB) to extend the emergency regulations for urban water conservation through the end of January 2017; and

WHEREAS, on May 18, 2016, the SWRCB adopted a statewide water conservation approach that replaces the prior percentage reduction-based water conservation standard with a localized self-certification approach; and

WHEREAS, the City has self-certified to the SWRCB that its water supply is greater than its water demand for the next three years; and

WHEREAS, the City’s local water supply conditions are holding steady, storage will decrease if precipitation levels are reduced this coming winter; and

WHEREAS, it is essential to balance the continuing need to conserve with the need to maintain the integrity and health of the City’s urban forest and landscapes; and

WHEREAS, the City encourages all opportunities to conserve water and other natural resources throughout the South Pasadena community; and

WHEREAS, the City limits watering days to three designated days per week, enforces repairing broken or leaking pipes within 72 hours, and recommends a 20% reduction in water usage.

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

SECTION 1. The City declares a Stage 1: Moderate Water Supply Shortage thereby restricting water consumption in the City as follows:

1. Limiting Landscape Irrigation: Overhead irrigation of lawn, landscape or other vegetated area is limited to three designated days per week, as follows:
 - a. Monday, Wednesday, and Friday for addresses ending in an even number
 - b. Tuesday, Thursday, and Saturday for addresses ending in an odd number
2. Obligation to Fix Leaks, Breaks, or Malfunctions: All leaks, breaks, or other malfunctions shall be repaired within 72 hours of notification by the Public Works Department (Chapter 35.84).

SECTION 2. A 20% voluntary water reduction goal is established for all customers.

The 20% reduction shall be calculated on an annual consumption basis (total units used from January 1st to December 31st, versus the consumption for base year 2013).



SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City. This resolution shall be effective fifteen days (October 6, 2016) after the adoption of the resolution and shall stay in effect until further announcement by the City Council.

PASSED, APPROVED AND ADOPTED ON this 21st day of September, 2016.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

City of South Pasadena

SEP 21 2016

City Clerk's Division



CITY OF SOUTH PASADENA

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September 21, 2016

Ronald Kosinski
Deputy District Director, Environmental Planning
Caltrans District 7
100 South Main Street, MS16A
Los Angeles, CA 90012

Re: State Route 710 Surplus Property Sales Final Environmental Impact Report
SCH No. 2014071006

Dear Mr. Kosinski,

The City of South Pasadena (City) appreciates the opportunity to review and comment on the State Route 710 (SR-710) Surplus Property Sales Draft Environmental Impact Report (DEIR) SCH No. 2014071006 and the expedient release of the Final Environmental Impact Report (FEIR). The City is excited for the release of these properties after numerous decades and looks forward to their ability to expand the existing housing stock in return to South Pasadena's property tax rolls.

The FEIR identifies Alternative 2, Variation A, Option 1 as its preferred alternative, which will result in the sale of surplus parcels that are no longer needed for the SR-710 study over a five year period, with Caltrans' retention of subsurface rights to a tunnel easement. (FEIR at S-4.) However, in its "Description of Proposed Action" Caltrans notes that only three Caltrans-owned parcels "are within the scope of alternatives" according to the SR-710 North Study Relocation Impact Report (Impact Report) dated October 2014. (FEIR at S-2.) Indeed, Appendix A of the Impact Report reveals that Caltrans only owns two parcels (APN #3006, 24135) of the 387 for which it must obtain a partial property acquisition for construction of the dual bore tunnel alternative, and the same two of the 287 parcels necessary for construction of the single bore tunnel alternative. Appendix A further identifies that Caltrans owns one property (APN 24135) of the 294 parcels for which it must obtain a full or partial property interest for construction of the LRT and TSM/TDM alternative.

Additional Material
AGENDA ITEM # 21
9/21/16 City Council Mtg.

CC: Council; CM; CA; CCC; MUN; Reference Binder; Original to 9/21/16 Addl Docs

Since only two of the 460 properties Caltrans states it owns within the Cities of Pasadena and South Pasadena and in the El Sereno area of the City of Los Angeles have been identified as potential takings for construction of a freeway tunnel, the City assumes that Caltrans intended to clarify that it will only seek to retain a subsurface interest in those two properties, APN 3006 and 24135, and provide clear title to the remaining 458 properties. To do otherwise would be contrary to public policy, for Caltrans would be unable to establish any need for reservation of subsurface rights to the other 458 properties. Moreover, such action would unnecessarily diminish the sales price of such properties. The City seeks Caltrans' confirmation that it will only retain a subsurface interest for the two referenced properties.

The City appreciates Caltrans' Response to the City's comment letter dated August 31, 2015. Specifically, Response A-12-3 ~~which~~ states that "If the tunnel alternative is not selected as the preferred alternative, then the subsurface easement will expire." The City ~~would like to request~~suggests that Caltrans include a specific time frame for the expiration of the subsurface easements in the FEIR to provide greater clarification regarding the status of the subsurface easements when the Tunnel Alternative is not selected as the Preferred Alternative for the SR-710 North Study Project. The City ~~would suggest that~~proposes the following language to be added to S.4 Alternatives and Chapter 2 Alternatives of the SR-710 Surplus Property Sales FEIR:

"

"If the Tunnel Alternative is not selected as the Preferred Alternative for the SR-710 North Study Project, the tunnel easements retained by Caltrans will expire immediately and be retained by the new property owners."

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Inclusion of a specific time frame will provide greater transparency and clarity regarding the subsurface easements and may assist in the prompt sale of surplus properties within the five-year time frame established by Caltrans. The time frame will also ensure that the new property owners will not experience any delay in regaining their subsurface rights.

We sincerely appreciate the opportunity to work with Caltrans to ensure the expedient release of the SR-710 surplus properties back to the communities in which they belong. If you have any questions or comments please contact Sergio Gonzalez, City Manager, at SGonzalez@SouthPasadenaCA.gov or (626) 403-7210.

Sincerely,

Diana Mahmud
Mayor

Michael A. Cacciotti
Mayor Pro Tem



Robert S. Joe
Councilmember

Marina Khubesian, M.D.
Councilmember

Richard D. Schneider, M.D.
Councilmember

Attachments:

1. City of South Pasadena Comment Letter – August 31, 2015
2. Caltrans Response to Comments

cc: The Honorable Carol Liu, Senator, 25th District
The Honorable Christopher Holden, Assembly Member, 41st District
California Transportation Commission
South Pasadena City Manager

