



**CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA**

**South Pasadena City Council
City Manager's Conference Room, Second Floor, 1414 Mission Street
Wednesday, December 3, 2014, 6:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem

Councilmembers

Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager
Evelyn G. Zneimer, City Clerk
Yvette Hall, Chief Deputy City Clerk
Teresa L. Highsmith, City Attorney

*The public may comment on Closed Session items prior to the City Council recessing to Closed Session.
In order to address the City Council on Closed Session items, please complete a Public Comment Card.
Time allotted per speaker: 3 minutes. The City Council will convene in Open Session at 7:30 p.m.*

Closed Session Agenda	Description
1. Roll Call	Mayor Khubesrian, Councilmembers Cacciotti, Joe, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session items only
3. Conference with Legal Counsel - Pending Litigation	Pursuant to Government Code Section 54956.9 (d)(1) Name of case: City of South Pasadena et al v. Federal Highway Administration: CA Department of Transportation et al. [United States District Court CV 98-6996]
4. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION Number of Cases: 1
5. Labor Negotiations	Pursuant to Government Code Section 54957.6 Conference with Labor Negotiators regarding labor negotiations with the following Employee organizations: Firefighters' Association (FFA); Police Officers' Association (POA); Public Service Employees' Association (PSEA); PSEA- Part Time Unit; Unrepresented Employees: Management Employees City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, and City Attorney Teresa L. Highsmith

Accommodations



Meeting facilities are accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 403-7230. Hearing assistive devices are available in the Council Chambers. Notification at least 72 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).

For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of the City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

11/25/14
Date

Yvette Hall
Yvette Hall, Chief Deputy City Clerk



**JOINT CITY COUNCIL /
REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING AGENDA**

**Amedee O. “Dick” Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, December 3, 2014, at 7:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair

Councilmembers / Agency Members

Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director

Evelyn G. Zneimer, City Clerk / Agency Secretary

Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary

Teresa L. Highsmith, City Attorney / Agency Counsel

In order to address the City Council, please complete a Public Comment Card.

Time allotted per speaker: 3 minutes.

No agenda item may be taken after 11:00 p.m.

Presentations and Announcements

Roll call, Invocation* (Councilmember Cacciotti)

Pledge of Allegiance – Nour Khaddaj Mallat, Mariela Carrillo, Will Hoadley-Brill, Yvette Tanner, Luke Quezada, and Stephanie Ehrlich, Commissioners, Youth Commission

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

1. Closed Session announcements — a Closed Session agenda has been posted separately
2. Presentation of the FY 2013-14 Annual Report of the Cultural Heritage Commission
3. Presentation of the FY 2013-14 Annual Report of the Public Works Commission
4. Presentation of the FY 2013-14 Annual Report of the Senior Citizen Commission
5. Councilmembers’ comments (3 minutes each)
6. City Manager communications
7. Reordering of and Additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. 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 an audience member 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.

Consent Calendar

8. Approval of the minutes of the Special and Regular City Council Meetings of November 19, 2014
9. Authorize the City Manager to Execute Amendment Number Five to the Memorandum of Understanding Between the City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority

City Council/Redevelopment Successor Agency

10. Approval of prepaid warrants in the amount of \$411,090.94, General City Warrants in the amount of \$659,807.42, and payroll in the amount of \$577,380.93

Public Comments and Suggestions

Time reserved for those in the audience who wish to address the City Council. The audience should be aware that the Council may not discuss details or vote on non-agenda items. Your concerns may be referred to staff or placed on a future agenda. Please note: Public input will also be taken during all agenda items. In order to address the Council, please complete a Public Comment Card. Time allot, per speaker: 3 minutes

Public Hearing

11. First Reading and Introduction of an Ordinance Amending the Procedure for Requesting Review of Decisions by the Design Review Board, Cultural Heritage Commission, and Planning Commission, and Amending Who May Appeal Code Enforcement Decisions by the Director of Planning and Building

Action/Discussion

12. Award of Contract to Acorn Technology Corporation for Information Technology Services
13. First Reading and Introduction of an Ordinance Amending Chapter 2 of the South Pasadena Municipal Code Related to Meetings of the Public Safety Commission and Animal Commission
14. First Reading and Introduction of an Ordinance Adopting Water and Sewer Capacity Charges
15. Direction Regarding the Use of Rule 20A for the Underground Utility District in Garfield Park
16. Consider Re-establishing the Full Time Program Specialist in the Transit Division of the Community Services Department
17. Adoption of City Council Policies

Adjournment

FUTURE CITY COUNCIL MEETINGS (OPEN SESSION)

Wednesday, December 17, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, January 7, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, January 21, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.

PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA PACKETS, DOCUMENTS DISTRIBUTED BEFORE A MEETING, AND BROADCASTING OF CITY COUNCIL MEETINGS

Prior to meetings, agenda packets are available at the following locations:

- South Pasadena Public Library, 1100 Oxley Street;
- City Clerk's Office, 1414 Mission Street; and on the
- web at: www.southpasadenaca.gov/citycouncilmeetings

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Office at 626-403-7230. Any disclosable public records related to an open session item appearing on a regular meeting agenda and distributed by the City of South Pasadena to all or a majority of the legislative body fewer than 72 hours prior to that meeting are available for public inspection at the City Clerk's Office, located at City Hall, 2nd floor, 1414 Mission Street prior to the meeting. During the meeting, these documents will be included as part of the "Counter Copy" of the agenda packet kept in the Amedee O. "Dick" Richards, Jr., Council Chambers at 1424 Mission Street. Documents distributed during the meeting will be available following the meeting at the City Clerk's Office. For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the Internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library. DVD and audio CD copies of meetings can be purchased from the City Clerk's Office.

Accommodations



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11/25/14

Date


Yvette Hall, Chief Deputy City Clerk

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Date: December 3, 2014
To: Honorable Mayor and Members of the Council
From: John D. Lesak, Chair, Cultural Heritage Commission
Re: **FY 2013-14 Annual Report of Cultural Heritage Commission**

Fiscal Year 2013-14 has been an exceedingly productive year for the Cultural Heritage Commission (CHC). The highlights include: preparation of a grant-funded Historic Context Statement (HCS) for the City of South Pasadena (City); completion of a draft revised Cultural Heritage Ordinance; and review and approval of dozens of alterations and additions to buildings on the City's Cultural Heritage Inventory.

HISTORIC CONTEXT STATEMENT

In September 2013, the City received a \$15,000 Certified Local Government (CLG) grant to prepare an HCS for the City. In brief, an HCS:

1. Provides a broad brush overview of the overarching forces which shaped the built environment of the City;
2. Organizes historic patterns and cultural influences into themes and subthemes;
3. Identifies important property types associated with each theme; and
4. Provides eligibility criteria and integrity thresholds for evaluating cultural resources.

Prepared according to federal and state standards, the HCS is a critical first step in a sorely needed update to the City's Cultural Heritage Inventory.

Historic Resources Group was selected as a consultant to work collaboratively with City staff and a subcommittee of CHC and community members. The work was completed on time and on-budget and the document has been approved by the California Office of Historic Preservation and has been recommended by the CHC for City Council approval.

As part of the HCS effort, South Pasadena "Preservation Night" was held at the South Pasadena Library Community Room (a City Landmark) on July 29, 2014 to review the HCS process and initial findings with the community. A full house of local preservationists and interested citizens attended and provided input.

REVISED CULTURAL HERITAGE ORDINANCE

Since 2008, the CHC has worked extra nights and weekends to revise the City's Cultural Heritage Ordinance. Following a CLG-funded ordinance review and preparation of an

initialdraft ordinance, the CHC has tailored the draft ordinance in a way that will help the Commission with its decision making. It will also help the public by clarifying the CHC's purpose and processes. The main purpose of this revised ordinance is to strengthen the City's legal framework needed to assure continued protection of its historic character and scale.

CERTIFICATES OF APPROPRIATENESS

Each month the CHC holds a public hearing to review plans for additions to homes on the City's Cultural Heritage Inventory. In 2014: 27 applications were heard, 23 Certificates of Appropriateness approvals were granted, and 4 applications are still pending. The vast majority of applications were reviewed and decided upon during a single hearing before the CHC. In some cases, Commissioners held Special Meetings at the property sites to review the proposals.

In addition to those projects seeking a Certificate of Appropriateness before the CHC, many additional projects were reviewed using the streamlined Chair Review procedure. Under this procedure, dozens of proposals were reviewed and approved in 2014 with only a Chair Review, saving homeowners time and money.

MILLS ACT CONTRACTS

The CHC has been working with property owners who have submitted Mills Act Contract applications. Mills Act Contracts provide a reduced property tax in exchange for prescribed rehabilitation, repair, and maintenance to preserve the historic resource. Two of the properties, 1414 South Fair Oaks Avenue and 325 Monterey Road, are highly-unique nationally (if not internationally) significant, post-war buildings designed by South Pasadena residents with South Pasadena design practices.

UPDATED LANDMARKS BROCHURE

With assistance from the South Pasadena Preservation Foundation and private donors, an updated brochure illustrating the City's registered Landmarks and Historic Districts was published.

In closing, recognition is due to our hardworking Planning Department staff, particularly John Mayer, Senior Planner; Knarik Vizcarra, Assistant Planner; and Jose Villegas, Planning Intern, without whom the CHC could not have accomplished so much. Thanks are also due to my very talented fellow Commissioners: Architect and Vice-Chair Jim McLane; Architectural Historian Debi Howell-Ardila; Attorney Robert Conte; and Realtor West DeYoung. All bring a passion for preservation of the City's small town character and a sense for community that allows for agreeable debate, consensus building and pragmatic decisions.

Date: December 3, 2014
To: Honorable Mayor and Members of the Council
From: Clint Granath, Vice Chair, Public Works Commission
Re: **FY 2013-14 Annual Report of Public Works Commission**

This is the second Annual Report of the Public Works Commission (Commission) and covers the Commission's activities from Fiscal Year July 1, 2013 through June 30, 2014 (FY 2013-14). The Commission is currently comprised of Lawrence Abelson, John Fisher, Gayle Glauz, Clint Granath, and Mathew Pendo. The professional background of the current Commission is three engineers, one attorney, and one contractor. The Commission's Staff Liaison is Leaonna DeWitt, Public Works Assistant. Commission membership has changed since the last annual report, with Commissioners Alexander Main and Steven Garcia leaving; Lawrence Abelson and Gayle Glauz joined the Commission.

The Commission met monthly during the past Fiscal Year and dealt with a number of issues, most notably the following:

1. Provided advice to the Public Works Department on key components of street improvement projects, including the list of street improvement projects for FY 2014-15 budget approved by the City Council;
2. Recommended a Citywide street sign replacement program, including salvage and resale of the old signs that will be implemented with City forces;
3. Studied traffic flow and safety issues on Monterey Road and recommended installation of left turn pockets and peak hour restrictions on left turns;
4. Recommended a Citywide pavement management study to provide more precise information to prioritize pavement repairs and implementation of a Citywide pavement striping maintenance program;
5. Recommended investigation of installation of traffic signals at the intersection of Monterey Road and Orange Grove Avenue;
6. Studied and made recommendations concerning traffic and pedestrian safety at the Oxley Street and Marengo Avenue intersection and other locations;

7. Studied and commented on Fair Oaks bulb-outs, sewer lateral maintenance, a proposal to permit synthetic turf in parkways, Citywide traffic striping program, freeway overpass railing safety, green streets policy, sidewalk repair partnership, and the Los Angeles City York Boulevard bike lane/ roadway diet project;
8. Monitored progress on the Wilson Reservoir Replacement Project; and
9. Monitored progress on the City sewer relining project.

Date: December 3, 2014
To: Honorable Mayor and Members of the Council
From: Gina Phelps, Chair, Senior Citizen Commission
Re: **FY 2013-14 Annual Report of the Senior Citizen Commission**

The Senior Citizen Commission (Commission) supports the services and activities offered by the South Pasadena Senior Center. These services and activities include educational classes, lectures, social services and recreational programs that enhance the lives of older adults in the community. This report is for the Fiscal Year July 1, 2013 through June 30, 2014 (FY 2013-14).

Holiday Basket Drive

For the past nine years the Senior Citizen and Youth Commissions have come together to bring holiday cheer to seniors who live alone and do not have family living in the area. In the past, food was solicited for the baskets delivered to those seniors; however, starting in 2013 the Commission modified the program to make it easier for the recipients. Gift cards were solicited from local stores and paired up with donated sweet treats. The Commissioners delivered 26 gift baskets in December 2013.

Commission Goals

On January 25, 2014, the Commission presented its goal and objectives at the City Strategic Planning Meeting.

Goal: The Commission will identify homebound, isolated seniors and disabled persons in the City of South Pasadena (City) in order to establish needs and advocate for services and resources.

Objective 1: Compile a registry of homebound, isolated seniors and disabled persons in the City.

Progress: First the Commission compiled a list of local organizations, churches, and hospitals including contact names and numbers. Staff at the Senior Center then organized packets of information regarding the Center's services. These packets were given to the contact person at the various organizations to hand out to any members that are in need.

The Commission will work on a mailer to send out to residents age 80 and over to promote the services offered by the Center.

The Commission has also been working closely with the South Pasadena Fire and Police Departments and the Public Safety Commission to coordinate efforts in identifying persons in need. We are also receiving updates as to the situation at the South Pasadena Convalescent Hospital.

Objective 2: Perform a needs assessment with the persons in the registry in order to determine what services are needed.

Objective 3: Address the issue of reduced transportation services provided by the City.

Progress: Over the past few years, the ridership on Dial-A-Ride has decreased almost 50% (only 590 boardings in December 2013) due to the limited hours that part time employees were allowed to work (18 hours per week). In January, the City Council approved an increase in the hours for part time drivers from 18 to 28 hours per week. In addition two full time driver positions were created and filled. Consequently over the past few months, ridership increased to 800 boardings by the end of June 2014.

Objective 4: Consider and research the establishment of an advocacy program to assist persons on the registry with their needs.

Objective 5: Address the issue of reduced staffing at the Senior Center in order to increase the retention of qualified employees.

Progress: The Dial-A-Ride program operates with two part time staff to man the telephones, perform grant reporting and auditing duties, manage personnel and oversee vehicle maintenance. Because of the limited staff, the Commission supports making the Program Specialist a full time position in order to meet the growing demands. Senior Center programming was also challenged as we were unable to procure additional staffing for this year.

Older American of the Year Honored by Senior Citizen Commission

In March the Commission selected Beverly Passon to represent South Pasadena as the Older American of the Year. Ms. Passon was chosen for her efforts to revitalize the Women's Club of South Pasadena and for her outstanding contributions to the Community.

Policy Regarding RSVPs for Special Events

For the past five years, special events have filled up quickly due to the lack of space and signup procedure. To alleviate this problem, the Commission voted to open the event to South Pasadena residents for the first three days and then to senior citizens that are not South Pasadena residents.

Community Center Ad Hoc Committee

Two representatives from the Commission, Robert Vanderwall and Cindi Knight, have been very involved with the Ad Hoc Committee that is responsible for selecting a design firm for the new Community Center. The Commission and Senior Center has been highly involved in identifying the specific needs of the seniors with respect to the development of the senior wing of the Community Center. The Commission has also committed to visiting other senior centers in order to gather ideas for programming and facilities.



**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONVENED
THIS 19th DAY OF NOVEMBER 2014, AT 6:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

1. ROLL CALL

Mayor Khubesrian convened the Special Meeting of the South Pasadena City Council at 6:38 p.m.

Present were City Councilmembers Mahmud, and Schneider; Mayor Pro Tem Joe; and Mayor Khubesrian. Councilmember Cacciotti arrived at 6:49 p.m.

Absent: None.

Other Officials and staff present: City Manager Gonzalez; City Attorney Highsmith; Planning and Building Director Watkins; Senior Planner Mayer; City Clerk Zneimer; and Chief Deputy City Clerk Hall.

2. PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section.

There being no comments, Mayor Khubesrian closed the Public Comments section.

3. PRESENTATION AND DISCUSSION OF A DRAFT CULTURAL HERITAGE COMMISSION HISTORIC PRESERVATION ORDINANCE IN THE CITY OF SOUTH PASADENA

Senior Planner Mayer presented the Cultural Heritage Commission's (CHC) Historic Preservation Ordinance (HPO) as part of a PowerPoint presentation and responded to City Councilmembers' questions.

Councilmember Mahmud recommended the following modifications to the proposed HPO: 1) Move definitions to the front section of the HPO; 2) Section 2.58B Purpose, Subsection (a)(3) - Revise "...cultural landscape elements..." to more specific language;

3) Identify CHC membership; 4) Provide clarification of City Council approval of the advisory panel and its members under “Section 2.61 Powers and Duties, Subsection (a) General Powers;” 5) Define capitalized terms and clarify other terms that are defined for consistency; and 6) Ensure Cultural Heritage Inventory (CHI) list is posted on City website.

In response to Councilmember Mahmud’s question, Senior Planner Mayer stated the environmental analysis threshold is determined within the first 30 days of receipt of an application.

Councilmember Mahmud questioned the HPO’s emphasis on using the same materials for windows as defined under “Section 2.64 Certificate of Appropriateness – Alteration and Demolition, Minor Project Review.” Councilmember Mahmud recommended that the use of materials having the same appearance as original windows be considered for minor projects.

John Lesak, Chair, CHC, discussed the federal and state frameworks that the CHC abides by. He reviewed the standards to preserve historic buildings as follows: 1) Identify historic characteristics of the building; 2) Retain historic elements and characteristics of the environment; 3) Repair; and 4) Replace. Chair Lesak explained the replacement of windows would not be the first option according to the standards.

Robert Conte, Commissioner, CHC, stated original windows are often a key feature of the building and that the CHC is very sensitive to this aspect.

Councilmember Mahmud recommended clarifying the emergency provisions of the HPO.

In response to Councilmember Schneider’s question, Senior Planner Mayer stated it was not a requirement for realtors to disclose that a property is historic or under a Mills Act contract.

In response to Mayor Pro Tem Joe’s questions, Senior Planner Mayor confirmed that properties listed on the CHI are subject to comply with a California Environmental Quality Act (CEQA) review, homeowners would be financially responsible for structural engineering assessments, and the proposed HPO would bring the City up to date.

Deborah Howell-Ardila, Commissioner, CHC, discussed the CEQA process.

In response to Councilmember Cacciotti’s inquiry, Senior Planner Mayer indicated that other surrounding cities do not have a HPO.

By consensus, the City Council directed staff to agendize the first reading of the HPO to a future City Council Meeting.

ADJOURNMENT

Mayor Khubesian adjourned the Special Meeting of the South Pasadena City Council at 7:31 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on December 3, 2014.

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**MINUTES OF THE JOINT REGULAR MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY OF THE
CITY OF SOUTH PASADENA CONVENED
THIS 19TH DAY OF NOVEMBER 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Khubesian convened the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority) at 7:37 p.m.

Chief Deputy City Clerk Hall called the roll. Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud, and Schneider; and Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; City Attorney/Agency/Authority Counsel Highsmith; City Clerk Zneimer; Police Chief Miller; Fire Chief Frawley; Finance Director Batt; Planning and Building Director Watkins; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Director Pautsch; Building Official Melicher; Executive Assistant Demirjian; Principal Management Analyst Lin; Grants Analyst Perkosky; and Chief Deputy City Clerk Hall.

INVOCATION

Reverend George Pallil, District Presbyterian, Los Angeles Assemblies of God Churches, presented the invocation.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Joe led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

Mayor Khubesrian noted the Closed Session segment and announcement would be held at the conclusion of the City Council Meeting.

2. PRESENTATION OF CERTIFICATES OF RECOGNITION TO DEBORAH HOWELL-ARDILA, JOHN LESAK, AND JAMES MCLANE, CULTURAL HERITAGE COMMISSIONERS, FOR 2014 PRESERVATION DESIGN AWARDS RECIPIENTS

Mayor Khubesrian presented Certificates of Recognition to Deborah Howell-Ardila, John Lesak, and James McLane, Cultural Heritage Commissioners, for being named 2014 Preservation Design Awards Recipients.

3. PRESENTATION OF CERTIFICATES OF APPRECIATION FOR MYLES FOWLIS, RETIRED OFFICER, MICHAEL CONANT, RETIRED RESERVE CAPTAIN, AND ANTHONY LUCERO, RETIRED RESERVE SERGEANT

Mayor Khubesrian presented Certificates of Appreciation to Myles Fowlis, Retired Officer, Michael Conant, Retired Reserve Captain, and Anthony Lucero, Retired Reserve Sergeant. Police Chief Miller presented badges and plaques to the aforementioned Retirees.

4. PRESENTATION OF THE SOUTH PASADENA COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

Fire Chief Frawley displayed a PowerPoint Presentation of the South Pasadena Community Emergency Response Team (CERT) and responded to City Councilmembers' questions.

5. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE LIBRARY BOARD OF TRUSTEES

Edward Pearson, Vice President, Library Board of Trustees, presented the FY 2013-14 Annual Report of the Library Board of Trustees.

6. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE PLANNING COMMISSION

Anthony R. George, Chair, Planning Commission, presented the FY 2013-14 Annual Report of the Planning Commission.

7. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE PUBLIC SAFETY COMMISSION

Janet Braun, Chair, Public Safety Commission, presented the FY 2013-14 Annual Report of the Public Safety Commission.

8. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Councilmember Schneider requested that Caltrans be contacted to request designation of the City of South Pasadena's (City) Housing Authority as the sales agent for the sale of the SR-710 properties and place on future agenda, seconded by Councilmember Cacciotti. Councilmember Schneider attended the following meetings: 1) Freeway & Transportation Commission (FTC) and 2) Natural Resources and Environmental Commission. He reported the FTC is reviewing the traffic calming study on Fremont Avenue. He announced a Water Wise Landscape Workshop to be held on December 9, 2014, at 6:00 p.m., and displayed a flyer. Councilmember Schneider discussed a beetle infestation that was occurring in trees.

Councilmember Mahmud provided information on how to program automatic irrigation controllers. Councilmember Mahmud provided a construction update regarding the Wilson Reservoir Replacement Project. Councilmember Mahmud thanked Ben Wong, Region Manager, Local Public Affairs, Southern California Edison, for his service to the City.

Councilmember Cacciotti requested an invitation be sent to Jim McDonnell, Los Angeles County Sheriff-Elect, to meet with the City Council to discuss issues of mutual interest, seconded by Mayor Khubesrian. Councilmember Cacciotti announced "The Tiger Run" to be held on December 6, 2014, at 8:00 a.m., starting at South Pasadena High School. He attended the meeting of the Metro Gold Line Foothill Extension from Azusa to Montclair Project held on November 19, 2014, at the Metro Gold Line Station in the City. Councilmember Cacciotti displayed photographs of various recreational activities on a typical weekday morning in the City.

Mayor Pro Tem Joe had no comments.

Mayor Khubesrian had no comments.

9. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the State of the City Address to be held on December 2, 2014, at 6:30 p.m., in the Council Chambers, presented by Mayor Khubesrian, and displayed a flyer.

10. REORDERING OF AND ADDITIONS TO THE AGENDA

City Manager Gonzalez requested that Consent Calendar Item Nos. 14, 15, and 16 be pulled from the Consent Calendar and discussed concurrently with Item No. 23.

CONSENT CALENDAR

City Clerk Zneimer requested that Item No. 12 be removed from the Consent Calendar for separate consideration. Al Benzoni, South Pasadena Resident, requested that Item No. 13 be removed from the Consent Calendar for separate consideration.

MOTION: M/S Cacciotti/Joe to approve Consent Calendar Item Nos. 11, 17, 18, 19, 20, 21, 22, and including Prepaid Warrants #185785-185836 in the amount of \$327,966.62, General City Warrants #185837-185968 in the amount of \$564,700.28, Payroll 11-07-14 in the amount of \$430,018.61, totaling \$1,322,685.51; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$7,598.00 (included in above total). The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAIN: None

The Consent Calendar consisted of the following items:

11. APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 5, 2014**17. CONTRACT AMENDMENT FOR KABBARA ENGINEERING IN THE AMOUNT OF \$13,725 FOR THE COLLIS AVENUE, HILL DRIVE, AND CHELTEN WAY STREET IMPROVEMENT PROJECT****18. AUTHORIZE THE CITY MANAGER TO EXECUTE THE ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT FOR THE NORTH EAST TREES' ARROYO SECO TRAILHEAD AND POCKET PARK PROJECT****19. AUTHORIZE THE CITY MANAGER TO EXECUTE EXCHANGE AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM – LOCAL FUNDS BETWEEN CITY OF SOUTH PASADENA AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY****20. RESOLUTION NO. 7385 APPROVING FINAL PARCEL MAP NO. 72272 FOR 1128 HUNTINGTON DRIVE**

CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/PUBLIC FINANCING AUTHORITY

21. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$327,966.62, GENERAL CITY WARRANTS IN THE AMOUNT OF \$564,700.28 AND PAYROLL IN THE AMOUNT OF \$430,018.61

22. MONTHLY INVESTMENT REPORTS FOR SEPTEMBER 2014

ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION

12. SECOND READING AND ADOPTION OF ORDINANCE NO. 2277 AMENDING SOUTH PASADENA MUNICIPAL CODE SECTION 17.52 DEFINITIONS TO ADD ELECTRONIC SMOKING DEVICES TO THE PROHIBITION OF SMOKING IN PUBLIC PLACES AND IN PLACES OF WORK

City Clerk Zneimer commended City Manager Gonzalez, Executive Assistant Demirjian, and City Attorney Highsmith for their work on amending the South Pasadena Municipal Code.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTIONS 17.52H (SMOKING) AND 17.52M (TOBACCO PRODUCT) AND ADDING A NEW SECTION 17.52N (ELECTRONIC SMOKING DEVICE) OF CHAPTER 17 (HEALTH AND SANITATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO REGULATE THE USE OF ELECTRONIC SMOKING DEVICES.

MOTION: M/S Cacciotti/Joe to read by title only for second reading, waiving further reading, and adopt Ordinance No. 2277 to amend Section 17.52 of Article V – Smoking-Prohibited, of Chapter 17 – Health and Sanitation, of the South Pasadena Municipal Code (SPMC) to add a new definition for "electronic smoking devices," and revising the definition of smoking and tobacco products to include electronic smoking devices. The motion passed by the following roll call vote:

- AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian
- NOES: None
- ABSENT: None
- ABSTAIN: None

**13. SECOND READING AND ADOPTION OF ORDINANCE NO. 2278
AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS AND
PROJECTS) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH
PASADENA MUNICIPAL CODE**

Mayor Khubesrian opened the Public Comments section.

South Pasadena Resident Benzoni commented on the exclusion of lawn maintenance equipment in the amended noise construction ordinance, building permits, and the exclusion of City recognized holidays. He recommended the City Council consider restricting hours for truck loading and unloading, and trash pick-up. South Pasadena Resident Benzoni provided correspondence regarding the City of Pasadena's Municipal Code.

There being no additional speakers, Mayor Khubesrian closed the Public Comments section.

Councilmember Cacciotti requested the following items: 1) Review hours for truck loading and unloading; 2) Review addition of holidays to noise construction ordinance; and 3) Place the aforementioned items 1) and 2) on a future City Council Meeting Agenda; seconded by Councilmember Mahmud.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS AND PROJECTS) OF ARTICLE 3 (CONSTRUCTION) OF CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE.

MOTION: M/S Cacciotti/Joe to read by title only for second reading, waive further reading and adopt an ordinance to amend Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code (SPMC) related to citywide construction hours. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAIN: None

PUBLIC COMMENTS

Mayor Khubesian opened the Public Comments section.

Region Manager Wong announced he would no longer be the Region Manager for the City and introduced Francisco Martinez, new Region Manager, Local Public Affairs, Southern California Edison.

Region Manager Martinez, Local Public Affairs, Southern California Edison, stated he planned to continue working in the same capacity as former Region Manager Wong.

Irene Ponce, South Pasadena Resident, commented on parking tickets, signage, and parking permit fees at the Mission-Meridian Parking Garage (MMPG). South Pasadena Resident Ponce stated that the steps in the MMPG do not have tread.

The following persons spoke in support of a dog park in the City:

Phyllis Meacham, South Pasadena Resident
Lucie Cragin, South Pasadena Resident
James Hernandez, South Pasadena Resident
Yukika Skorpil, San Marino Resident
Autumn Anderson, (No city stated)
Elaine Cavaleri, South Pasadena Resident
Georgina Cinati, South Pasadena Resident
Stuart (Randy) Nerenberg, South Pasadena Resident

There being no additional speakers, Mayor Khubesian closed the Public Comments section.

Community Services Director Pautsch provided an update on the Dog Park Project.

ACTION/DISCUSSION

- 23. AWARD OF CONTRACT TO PACIFIC HYDROTECH CORPORATION FOR CONSTRUCTION OF THE GARFIELD RESERVOIR REPLACEMENT PROJECT**
- 14. AWARD OF CONTRACT TO ARCADIS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE GARFIELD RESERVOIR REPLACEMENT PROJECT**
- 15. AWARD OF CONTRACT TO KENNEDY/JENKS CONSULTANTS FOR CONSTRUCTION ENGINEERING SUPPORT SERVICES FOR THE GARFIELD RESERVOIR REPLACEMENT PROJECT**
- 16. AWARD OF CONTRACT TO NINYO & MOORE FOR GEOTECHNICAL AND MATERIAL TESTING SERVICES FOR THE GARFIELD RESERVOIR REPLACEMENT PROJECT**

Consent Calendar Item Nos. 14, 15, and 16 were discussed concurrently with Item No. 23.

Public Works Director Toor presented the staff report.

Mayor Khubesrian opened the Public Comments section.

There being no speakers, Mayor Khubesrian closed the Public Comments section.

In response to Councilmember Mahmud's question, Public Works Director Toor indicated that notices of the construction work would be provided to the residents within a 500 foot radius.

In response to Councilmember Schneider's questions, Public Works Director Toor stated the electrical lines located in the public right-of-way would not be relocated due to the cost and a reliable water system would be in place while the Garfield Reservoir is out of service.

In response to Mayor Pro Tem Joe's question, Public Works Director Toor indicated there were no plans to use reserves to pay for excess contingency costs.

Discussion followed among the City Councilmembers and staff regarding the type of construction to be completed in the community.

Councilmember Cacciotti recommended that construction notices be provided to residents within a 1,000 foot radius, including the intersection of Clark Place, Garfield Avenue, and Grevelia Street.

Public Works Director Toor indicated that a Community Meeting would be held to inform the residents of the construction work.

MOTION: M/S Cacciotti/Joe to: 1) Award a construction contract to Pacific Hydrotech Corporation for the Garfield Reservoir Replacement Project; 2) Reject all other bids received; 3) Authorize the City Manager to enter into an agreement, in substantially the form attached, with Pacific Hydrotech Corporation for a not-to-exceed amount of \$18,626,440, contingent upon the agreement being reviewed by the City Attorney; and 4) Provide construction notices to residents within a 1,000 foot radius, including the intersection of Clark Place, Garfield Avenue, and Grevelia Street. By roll call vote, the motion passed unanimously. Absent: None.

Councilmember Mahmud recommended that the City's mass notification system be used to notify residents of the construction work.

MOTION: M/S Cacciotti/Mahmud to: 1) Accept a proposal dated September 2, 2014, from Arcadis for construction management and inspection services for the Garfield Reservoir Replacement Project; 2) Reject all other proposals received; 3) Add a defined scope of work to agreement; and 4) Authorize the City Manager to execute an agreement with Arcadis for a not-to-exceed amount of \$664,000. By roll call vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Mahmud to: 1) Accept a proposal dated October 29, 2014, from Kennedy/Jenks Consultants for construction engineering support services for the Garfield Reservoir Replacement Project; and 2) Authorize the City Manager to execute an agreement with Kennedy/Jenks Consultants for a not-to exceed amount of \$289,000. By roll call vote, the motion passed unanimously. Absent: None.

MOTION: M/S Cacciotti/Mahmud to: 1) Accept a proposal dated September 2, 2014, from Ninyo & Moore for geotechnical services for the Garfield Reservoir Replacement Project; 2) Reject all other proposals received; 3) Add a defined scope of work to agreement; and 4) Authorize the City Manager to execute an agreement with Ninyo & Moore for a not-to exceed amount of \$144,606. By roll call vote, the motion passed unanimously. Absent: None.

24. DISCUSSION AND DIRECTION REGARDING UNREINFORCED MASONRY BUILDING HAZARD REDUCTION

Planning and Building Director Watkins provided the history of the Earthquake Hazard Reduction (EHR) Ordinance. He stated the EHR Ordinance was designed to allow occupants to exit a building safely and protect pedestrians. Planning and Building Director Watkins indicated the EHR Ordinance was not intended to save structures. Planning and Building Director Watkins then introduced Building Official Melicher.

Building Official Melicher presented the staff report and responded to Councilmembers' questions.

Mayor Khubesrian opened the Public Comments section.

There being no speakers, Mayor Khubesrian closed the Public Comments section.

Mayor Khubesrian indicated support of staff's recommendations.

Councilmember Mahmud recommended that multi-unit housing of three units or more be incorporated in the EHR Ordinance.

Mayor Khubesrian requested a legal opinion regarding the legality of rent increases by landlords due to the new EHR Ordinance.

Councilmember Mahmud requested a legal opinion regarding the adoption of an ordinance to require a larger warning sign for unreinforced masonry buildings.

Mayor Khubesrian recommended that enforcement options be provided by staff.

MOTION: M/S Cacciotti/Mahmud to: 1) Direct staff to return to the City Council with an updated Earthquake Hazard Reduction (EHR) Ordinance with recommendations from staff regarding time limits for completing the work; 2) Direct staff to draft an ordinance that would require property owners of unreinforced masonry buildings to post a warning sign for the public to be enforced by the Planning and Building Department; 3) Incorporate multi-unit housing of three units or more in the ordinance; and 4) Incorporate additional signage requirements.

25. FORMATION OF A COUNCIL AD HOC PERSONNEL COMMITTEE

City Manager Gonzalez presented the staff report and responded to Councilmembers' questions.

Mayor Khubesrian and Councilmember Mahmud offered to serve on the Council Ad Hoc Personnel Committee.

MOTION: M/S Khubesrian/Cacciotti to designate Mayor Khubesrian and Councilmember Mahmud to serve on the Council Ad Hoc Personnel Committee. By roll call vote, the motion passed unanimously. Absent: None.

RECESS TO CLOSED SESSION IN CITY HALL, CITY MANAGER'S CONFERENCE ROOM, SECOND FLOOR, 1414 MISSION STREET

At 10:09 p.m., the Regular City Council Meeting was recessed into Closed Session.

The City Council left the Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street, and entered City Hall, City Manager's Conference Room, Second Floor, 1414 Mission Street, to conduct the Closed Session Meeting.

CLOSED SESSION

**26. INITIATION OF LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (D)(4)
CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION
NUMBER OF CASES: 1**

City Attorney Highsmith read the Closed Session title into the record.

The City Council convened into Closed Session.

The City Council reconvened into Open Session with all Councilmembers in attendance.

City Attorney Highsmith advised there was no reportable action taken regarding Closed Session Item No. 26.

ADJOURNMENT

Mayor Khubesrian adjourned the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority at 10:58 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on December 3, 2014.

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City of South Pasadena Agenda Report

*Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: December 3, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Tracey Perkosky, Grants Analyst *TP*

SUBJECT: **Authorize the City Manager to Execute Amendment Number Five to the Memorandum of Understanding Between the City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority**

Recommendation

It is recommended that the City Council authorize the City Manager to execute amendment number five to the Memorandum of Understanding between the City of South Pasadena and the Los Angeles County Metropolitan Transportation Authority (MOU 8018).

Fiscal Impact

By accepting this time extension to the grant, the City will have until June 30, 2015, to expend or encumber \$672,470 in grant funds towards the design update of the SR-110 Interchange at Fair Oaks Avenue project. If these funds are expended on the design update but the project is not constructed, then the grant agreement provides that the City will be obligated to pay back the amount expended through its Proposition A and C Local Return allocations over a five-year period.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In 2002, the City executed MOU.P0008018 which awarded the City \$1.3 million through the 1999 Call for Projects. These funds, known as "PC 25", due to the origin of the funding source were awarded to be a 10% match for the Rogan funds (Public Law 106-346). To date, the grant has helped defray the costs of the design for the Orange Grove and SR-110 Interchange, Fair Oaks Corridor, Fair Oaks Signal Sync, and the SR-110 Interchange at Fair Oaks Avenue. These funds have also assisted with the City's cash match for the construction of all the projects except the SR-110 Interchange at Fair Oaks Avenue.

Amendments one through three only extended the project period. In 2013, the City executed

amendment number four which amended the MOU to permit the remaining funds to be used to cover up to 100% of design update costs for the SR-110 Interchange project. The amendment also provided that if the construction project was not completed, that these grant funds expended for the design work would be required to be reimbursed over a five-year period through City Proposition A and C Local Return funds. The deadline for the construction period is unspecified. The City did not meet the expenditure deadline of June 30, 2014, and was therefore subject to deobligation of the funds. Staff successfully appealed the deobligation of the funds through the Metro Technical Advisory Committee (TAC) and was granted another 12-month extension through June 30, 2015.

Analysis

The SR-110 Interchange at Fair Oaks Avenue is the fourth and final construction project to mitigate the 710 freeway. It will expand the capacity of the off ramp and eliminate the left hand turn lanes on northbound Fair Oaks Avenue by diverting traffic onto a hook ramp that will be constructed on State Street. The original designs were completed in 2004, and the project remained on hold due to a construction funding shortfall and the City's desire to complete the Orange Grove, Signal Sync, and Fair Oaks Corridor projects first. As a result, the plans require an update to the units of measure, environmental, storm water and other California Department of Transportation (Caltrans) requirements. City staff remains in ongoing discussions with Caltrans to have their in-house design staff update the project plans. There is still a charge to the City if Caltrans is selected to complete the design update. This Metro grant would cover the design expenses either contracted through Caltrans or a private sector vendor up to \$672,240 with no match required. This amendment is effective through June 30, 2015. Grant funds must be encumbered prior to May 2015 or staff must request an extension through the Metro TAC.

There are no Proposition A or C Local Return funds at risk, unless the City expends these grant funds on the design and later fails to complete the actual construction work; the deadline to complete the construction work is not specified.

Legal Review

The City Attorney has approved the amendment as to form.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Memorandum of Understanding (MOU) 8018
2. Amendment Number Four for MOU 8108
3. Amendment Number Five for MOU 8018

ATTACHMENT 1
Memorandum of Understanding MOU 8018

**CALL FOR PROJECTS
PROPOSITION C
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into as of September 30, 2002, by and between the Los Angeles County Metropolitan Transportation Authority ("MTA") and the City of South Pasadena (the Grantee) for MTA Call for Projects # 8018, South Pasadena Fair Oaks Corridor Improvements (I-710 Interim Improvements) (the "Project").

WHEREAS, as part of the 2001 Call for Projects, the MTA Board, at its meeting on July 26, 2001, authorized \$5.2 million in MTA funds as a match to the \$46 million apportioned under House Resolution (H.R.) 5394 which was allocated to the cities of Los Angeles, Pasadena and South Pasadena. The Grantee is one of the three jurisdictions that will share in the \$5.2 million, subject to the terms and conditions contained in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this MOU consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the MOU
2. Part II - General Terms of the MOU
3. Attachment A - Programmed Budget
4. Attachment B - Financial Plan
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Quarterly Progress/Expenditure Report
8. Attachment E - Special Grant Conditions

In the event of a conflict, the Specific Terms of the MOU shall prevail over the General Terms of the MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

MTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: [Signature] 10-30-02
Roger Snoble Date
Chief Executive Officer

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: [Signature] 9/24/02
Deputy Date

GRANTEE:

City of South Pasadena

By: [Signature] 10/7/02
Sean Joyce Date
City Manager

APPROVED AS TO FORM:

By: [Signature] 10/2/02
Joe Pannone Date
City Attorney

PART I
SPECIFIC TERMS OF THE MOU

1. Title of the Project (the "Project"): South Pasadena Fair Oaks Corridor Improvements

2. To the extent the Funds are available, the MTA shall make to Grantee a one-time grant of the Funds in the amount of: \$1,300,000 (the "Funds") for the Project. However, MTA Board action of July 26, 2001, granted \$5,200,000 in Funds to three (3) Cities (the Cities of Los Angeles, Pasadena and South Pasadena) for various Projects directly related to I-710 Interim Improvements over three (3) years, Fiscal Years (FY) 2001-02, FY 2002-03 and FY 2003-04. The three Cities jointly agreed to allocate the \$5,200,000 per Attachment E. MTA Board action on July 26, 2001, approved \$1,300,000 of the \$5,200,000 for FY 2001-02. The Grantee will receive a majority of its share of the \$5,200,000 in FY 2002-03 that will include \$970,000 in Proposition C 25% funds programmed for FY 2001-02 and \$330,000 in Federal Aid Urban (FAU) Cash in FY 2003-04.

3. This one time grant shall be paid on a reimbursement basis. The Grantee must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. Local match must be spent in the appropriate proportion to MTA funds with each quarter's expenditures. The MTA will withhold \$65,000 (5%) of the grant amount as retainage pending an audit of expenditures and completion of scope of work.

4. Programmed Budget (the "Programmed Budget") for the sources of funds programmed for the Project is attached to this MOU as Attachment A. The Programmed Budget includes the total programmed budget for the Project, including funds programmed by the MTA and the Grantee funding commitment. The Programmed Budget also includes the fiscal years in which the funds are programmed.

5. Financial Plan (the "Financial Plan") for the Project is attached to this MOU as Attachment B. The Financial Plan is the entire financial plan for the Project, which includes the total sources of funds programmed to the Project, as well as the fiscal year and quarter the funds for the Project will be expended.

6. Scope of Work (the "Scope of Work") for the Project is attached to this MOU as Attachment C. The Scope of Work includes a description of the Project and a detailed description of the work to be completed including, Project milestones consistent with the lapsing policy. The Scope of Work also includes a set schedule that must be adhered to. Work shall be delivered in accordance to that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Project, then MTA will have the option to terminate the agreement for default as described in Part II, Section 9.

7. Reports and Certifications to be submitted to MTA by Grantee:

- Reporting and Expenditure Guidelines for the Project attached to this MOU as Attachment D.
- Quarterly Expenditure Report attached to this MOU as Attachment D1 with required documentation.
- Special Grant Conditions for the Project, attached to this MOU as Attachment E.

8. No changes to the (i) grant amount, (ii) Programmed Budget, (iii) Financial Plan, (iv) the Scope of Work, or (v) the lapse date of the Funds, if given at the MTA's discretion, shall be allowed without a written amendment to the original MOU, approved and signed by the MTA Chief Executive Officer or his/her designee and the Grantee. Modifications that do not materially affect the terms of this MOU, such as redistributing funds among existing budget line items or non-material schedule changes must be formally requested by the Grantee and approved by the MTA in writing. Non-material changes are those changes that do not affect the grant amount, Programmed Budget, Financial Plan, the Scope of Work or the lapse date of the Funds.

MTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Ms. Joan Wood, Project Manager-San Gabriel Valley Area Team

10. Grantee's Address:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030-3298
Attention: Sean Joyce, City Manager

PART II
GENERAL TERMS OF THE MOU

1. **TERM.** The term of this MOU shall commence on the date this MOU is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the date the agreed upon Scope of Work has been completed and signed-off by the MTA Project Manager; (ii) and all MTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to the Grantee. All eligible expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the MOU is executed shall be reimbursed in accordance with the terms and conditions of this MOU unless otherwise agreed to by the parties in writing.

2. **INVOICE BY GRANTEE.** Unless otherwise stated in this MOU, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 5.1 of this MOU, and other documents as required, shall satisfy MTA invoicing requirements.

Send copy of invoice with supporting documentation to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296

Please reference the below information on all invoices:
MTA Project ID# 8018 and MOU# MOU.P0008018
Ms. Joan Wood, Project Manager

3. **USE OF FUNDS.**

3.1 The Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting Expenditure Guidelines (Attachment D) and the most recently adopted MTA Proposition C Guidelines for the type of Proposition C funds granted by the MTA hereunder (the "Guidelines").

3.2 Attachment C shall constitute the agreed upon Scope of Work between MTA and the Grantee for the Project. The Funds, as granted under this MOU, can only be used towards the completion of the Scope of Work originally adopted by the MTA Board. Any Scope of Work changes must be approved in writing by the MTA.

3.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this MOU. Nor shall the Funds be used for any expenses or activities above and

beyond the approved Scope of Work (Attachment C) without an amendment to the MOU approved and signed by the MTA Chief Executive Officer or his designee.

3.4 The Grantee must use the funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, the MTA requires that such activities be competitively bid in accordance with the Grantee's contracting procedures. Any request for sole source procurements must be approved by the MTA in writing and prior to any Project expenditures. The Grantee will also use the funds in the most cost-effective manner when the funds are used to pay "in-house" staff time. The effective use of funds provision will be verified by the MTA through on-going Project monitoring and through any interim audits and the MTA final audit.

3.5 If Grantee desires to use the Funds to purchase or lease equipment (i.e., vehicles, computers, etc.) necessary to perform or provide the services disclosed in the Scope of Work, Grantee must obtain MTA's written consent prior to purchasing specific equipment. Equipment purchased without such prior written consent shall be deemed an unallowable expenditure of the Funds. If a facility, equipment (such as computer hardware or software), vehicle, or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, all Funds expended for that purpose must be returned to the MTA. The Grantee will be required to repay the Funds in proportion to the useful life remaining in accordance with the Guidelines and in an equal proportion of the grant to local match ratio.

4. **DISBURSEMENT OF FUNDS.** Disbursements shall be based on a reimbursement basis in accordance with the Quarterly Progress/Expenditure Report. If the MTA makes disbursements by wire transfer at the written request of Grantee, a fee of twenty-five dollars per transfer will be deducted from each disbursement. The Grantee must provide the appropriate supporting documentation with its Quarterly Progress/Expenditure Report. Local match must be spent in the appropriate proportion to MTA funds with each quarter's payment.

5. **REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS.**

5.1 Grantee shall submit the Quarterly Progress/Expenditure Report 60 days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports, MTA will not reimburse Grantee until the completed required reports are received, reviewed, approved and reconciled to the Financial Plan. The Quarterly Progress/Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended

that quarter. If a request for reimbursement exceeds \$500,000 in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

5.2 MTA, and/or its designee, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits; interim audits; pre-award audits and performance audits. MTA will commence an audit within six months of formal notification by the Grantee of completion of the scope of work; provided, however, the Project must be ready for audit (meaning all costs and charges have been paid by the Grantee and invoiced to the MTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse the MTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this MOU and the Guidelines. When applicable, MTA shall consider the Federal Acquisition Regulations (FAR) to determine whether costs incurred are allowable. The findings of the MTA audit are final.

5.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by the MTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by the MTA auditors or authorized representatives to the extent deemed necessary by the MTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by the MTA to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement.

5.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 5.2 and 5.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to the MTA records which shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by the MTA auditors or authorized representatives related to the Project.

5.5 The MTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of the Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment.

5.6 The MTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of the Grantee and its contractors, shall have access to all necessary records, including reproduction, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this MOU.

5.7 In addition to the MTA's other remedies as provided in this MOU, the MTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to Grantee if the MTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to the MTA in accordance with the MTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this MOU and the Guidelines, including the access to records provisions of Part II, Section 5. Serious violations or breaches of laws, regulations, ordinances or other rules may be referred to outside investigative agencies as deemed appropriate by the MTA.

6. **ONE TIME GRANT.** This is a one time only grant subject to the terms and conditions agreed to herein and in the Guidelines. This grant does not imply nor obligate any future funding commitment on the part of the MTA.

7. **SOURCES AND DISPOSITION OF FUNDS.**

7.1 Grantee shall fully fund and contribute the Grantee Funding Commitment, as identified in the Program Budget (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-MTA programmed funds necessary to complete the Project. If Grantee fails to provide such additional Funds, the Funds provided by the MTA will be adjusted in the same proportion as the Grantee Funding Commitment from the Grantee as specified in Attachment A to this MOU.

7.2 Grantee shall be responsible for any and all cost overruns for the Project.

7.3 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this MOU subject to the terms and conditions contained herein and in the Guidelines. **Any Funds expended by Grantee prior to the execution of this MOU (prior to the MTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the local match requirement, without the prior written consent of the MTA Chief Executive Officer or his/her designee. Local match funds expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.**

7.4 Any underruns to the Programmed Budget shall be apportioned between MTA and the Grantee in the same proportion as the Sources of Funds from each party to this MOU as specified in the Programmed Budget (Attachment A) to this MOU.

8. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS.

8.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this MOU within ninety (90) days of receiving formal transmittal of the MOU from MTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the MTA and Grantee in Attachment C (Scope of Work) of this MOU. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date. Funds programmed by the MTA for Project development or right-of-way costs must be expended by the second fiscal year following the year the funds were first programmed; and
- (iii) Submitting the Quarterly Progress/Expenditure Report as described in Part II, Section 5.1 of this MOU, and
- (iv) Expending the Funds granted under this MOU for allowable costs within 42 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this MOU. Funds programmed for FY 2001-02 are subject to lapse on December 31, 2004. Funds programmed for FY 2002-03 are subject to lapse on December 31, 2005. Funds programmed for FY 2003-04 are subject to lapse on December 31, 2006.

If the Grantee fails to meet any of the above conditions, the Project shall be considered lapsed and will be submitted to the MTA Board for deobligation. **Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.**

8.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 8.1 of this MOU, the Project will be reevaluated by the MTA as part of its annual Call for Projects Recertification/Deobligation process and the Funds may be deobligated and reprogrammed to another project by the MTA Board. In the event the Funds are reprogrammed, this MOU shall automatically terminate.

9. **DEFAULT.** A Default under this MOU is defined as any one or more of the following:
(i) Grantee fails to comply with the terms and conditions contained herein or in the Guidelines; or
(ii) Grantee fails to perform satisfactorily or makes a material change, as determined by the MTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Programmed Budget without the MTA's prior written consent or approval as provided herein.

10. **REMEDIES.**

10.1 In the event of a Default by Grantee, the MTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of the MTA, the MTA shall have the following remedies: (i) MTA may terminate this MOU; (ii) the MTA may make no further disbursements of Funds to the Grantee; and/or (iii) the MTA may recover from Grantee any Funds disbursed to Grantee prior to and after the Default that are disallowed by the MTA audit.

10.2 Effective upon receipt of written notice of termination from the MTA, Grantee shall not undertake any new work or obligation with respect to this MOU unless so directed by the MTA in writing. Any Funds expended after termination shall be the sole responsibility of the Grantee.

10.3 The remedies described herein are non-exclusive. The MTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. **OTHER TERMS AND CONDITIONS.**

11.1 This MOU, along with its Attachments and the Guidelines, constitutes the entire understanding between the parties, with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this MOU as though fully set forth herein.

11.2 If applicable, Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate sale proceeds are distributed pursuant to this MOU) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this

vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements. Subsequent grants or allocations for this Project, if any, will be identified by phase and will be described in detail in a separate agreement.

11.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this MOU, or the Guidelines, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

11.4 Neither the MTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents employees and subcontractors under this MOU or the Guidelines. Grantee shall fully indemnify, defend and hold the MTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of: (i) misuse of the Funds by Grantee, or its officers, agents, employees or subcontractors; (ii) breach of the Grantee's obligations under this MOU; or (iii) any act or omission of the Grantee, or its officers, agents, employees or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this MOU.

11.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU or the Guidelines.

11.6 Grantee shall comply with and insure that work performed under this MOU is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of the MTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and MTA requirements including any amendments thereto.

11.7 Grantee agrees that the applicable requirements of this MOU and the Guidelines shall be included in every subcontract entered into by Grantee or its contractors relating to work performed under this MOU and the MTA shall have the right to review and audit the subcontracts.

11.8 Grantee shall not assign this MOU, or any part thereof, without prior approval of the MTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

11.9 This MOU is governed by California law. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

11.10 The covenants and agreements of this MOU shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

11.11 The Grantee shall coordinate with the MTA regarding all Project-related copy such as literature, advertisements, brochures, video, radio and public service announcements, construction site signs, and all other materials related to the Project) proposed to be used by the Grantee and subsequent contractors or licensees for advertising or public relations purposes prior to publication. The Grantee shall not allow MTA-related copy to be published in its advertisements and public relations programs without prior coordination with the MTA.

11.12 Grantee agrees that all literature, advertisements, brochures, video, radio, and public service announcements, construction site or permanent signs, and all other materials relating to the Project and/or distributed to the public will contain recognition of the MTA's contribution as well as the approved METRO logo. If applicable, Grantee agrees to display the METRO logo on its buses, shuttle buses, vans, and taxis utilized for services provided under the Project. The METRO logo is a copyrighted symbol that shall be reproduced and displayed in accordance with specific graphic guidelines available from the MTA Graphics Department. Grantee agrees to follow directions of the MTA Marketing Department to comply with this Section of the MOU.

11.13 If Grantee ceases to use the software / ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software / ITS, MTA shall be entitled to a refund or credit, at MTA's sole option, equivalent to the amount of the funds spent developing the software / ITS. Such refund or credit shall not be required, subject to MTA approval of the intended use, if Grantee dedicates the proceeds of such sale, conveyance, license or transfer are invested into the Project to offset operating or systems management costs.

11.14 Grantee will advise the MTA prior to any key Project staffing changes.

11.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

11.16 Grantee in the performance of the work described in this MOU is not a contractor nor an agent or employee of the MTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify the MTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of the MTA and shall have no powers to bind the MTA in contract or otherwise.

Call for Projects(#8018)-Memorandum of Understanding(MOU) PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2001-02	FY 2002-03	FY 2003-04	TOTAL	% OF BUDGET
MTA Programmed Funds:					
Proposition C 10%					
Proposition C 25% (see Proj. I.D. 8404)	\$970,000			\$970,000	7.5%
FAU Cash			\$330,000	\$330,000	2.5%
Grantee Funding Commitment (specify type)					
H.R. 5394 (Rogan Funds)	\$11,500,000			\$11,500,000	88.5%
City Match	\$191,300			\$191,300	1.5%
TOTAL PROGRAMMED BUDGET	\$12,661,300		\$330,000	\$12,991,300	100.0%

ATTACHMENT C—Project Description and Scope of Work

Project Description:

This set of projects will improve the capacity, safety, Level of Service, and general aesthetics along the Fair Oaks Corridor through substantial physical improvements to key intersections and segments of the corridor. Although the projects will identify and implement specific improvements at the local level, their overall objective is to improve north-south mobility for all modes of transportation.

At this time, the projects focus on four segments of the corridor. The largest set of improvements will be on the intersection at Fair Oaks Avenue and the 110 Freeway. The other three projects are the Orange Grove Avenue/110 Freeway intersection, the Huntington Drive/Fair Oaks Avenue/Fremont Avenue connection, and the Fair Oaks Avenue/Columbia Street intersection.

For more information please see the attached summary for each project.

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ATTACHMENT 2
Amendment Number 4 for MOU 8018

AMENDMENT No. 4 TO MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SOUTH PASADENA AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 4 to Memorandum of Understanding (this "Amendment"), is dated as of January 31, 2013, by and between City of South Pasadena ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P0008018, dated September 30, 2002, which was amended on September 16, 2005, September 29, 2006, and July 30, 2010 (as amended, the "Existing MOU"), which Existing MOU provides for the South Pasadena Fair Oaks Corridor Improvements (I-710 Interim Improvements) (the "Project"); and

B. Whereas, LACMTA Board on December 13, 2012, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2001-02 to June 30, 2013; and

C. Whereas, LACMTA desires to administratively extend the lapsing date of Funds programmed for FY 2001-02 to June 30, 2014 due to expected design schedule expressed by Grantee

D. The parties desire to add a special condition Attachment F and Attachment F-1.

E. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

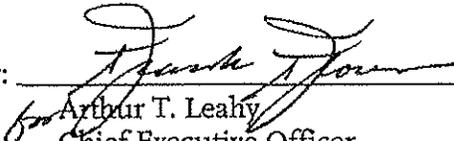
AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part 2, Paragraph 8.1(iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2001-02 are subject to lapse on June 30, 2014. Funds programmed for FY 2003-04 are no longer available. Grantee shall expend these Funds by the lapsing date."
2. The parties desire to add a special condition Attachment F and Attachment F-1.
3. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to be duly executed and delivered as of the above date.

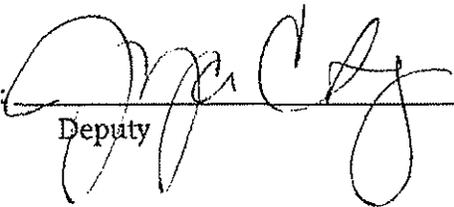
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: 
for Arthur T. Leahy
Chief Executive Officer

Date: 04/12/13

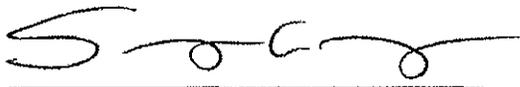
APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: 
Deputy

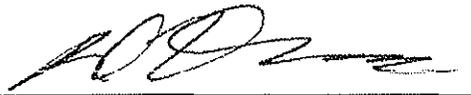
Date: 3/12/13

CITY OF SOUTH PASADENA

By: 
Sergio Gonzalez
City Manager

Date: 4/3/13

Approved as to form:

By: 
Richard L. Adams, II
City Attorney

Date: 4/3/13

ATTACHMENT F SPECIAL GRANT CONDITIONS

Part II, Section 4 of the Existing MOU provides "Local match must be spent in the appropriate proportion to LACMTA funds with each quarter's payment." Grantee has informed LACMTA that the H.R. 5394 (Rogan Funds) remaining for use as local match can only be used for construction. At the time of this Amendment No 4, the scope of work remaining is the redesign and construction of the Fair Oaks Corridor, Part 1 project (the "Remaining Project"). Pursuant to the letter attached as Attachment F-1, Grantee has requested that rather than spend the H.R. 5394 (Rogan Funds) in proportion to LACMTA funds with each quarter's payment, that it be allowed to spend the remaining LACMTA funds first on redesign of the Remaining Project and then spend the remaining H.R. 5394 (Rogan Funds) for construction of the Remaining Project. The remaining City General Fund portion of the local match will continue to be spent in proportion to the LACMTA funds with each quarter's payment. Further, Grantee offers LACMTA a right to set off from the City of South Pasadena's Proposition A or C Local Return funds the amount of the redesign costs should Grantee fail to construct the Remaining Project.

LACMTA concurs with Grantee's request regarding the use of the H.R. 5394 (Rogan Funds) subject to the following special conditions:

1. The City agrees to an interim audit after LACMTA funds have been expended.
2. For purposes of the term of the Existing MOU, the agreed upon Scope of Work includes completion of construction of the Remaining Project. The fact that the LACMTA funds may be used at least three years prior to the anticipated completion of construction of the Remaining Project does not shorten the term of this MOU.
3. All terms and conditions of the Existing MOU shall continue to apply including, without limitation, Part II, Section 7.2, which requires Grantee to be responsible for any and all cost overruns for the Project. Pursuant to this section, Grantee shall be responsible for providing funds to cover any overruns to complete the Remaining Project.
4. Once the LACMTA funds have been expended, LACMTA audit and reporting requirements shall continue to apply during construction; provided, however, rather than providing quarterly reports, Grantee will provide annual status reports until the Remaining Project is complete.
5. In the event that the Remaining Project is not constructed or the H.R. 5394 (Rogan Funds) lapse, Grantee will repay LACMTA the LACMTA funds spent on redesign of the Remaining Project not to exceed \$670,000 as follows:
 - a. Grantee hereby authorizes LACMTA to withhold the minimum following amounts monthly: first, \$5,584 from the Grantee's monthly allocation of Proposition C local return funds; second, \$5,584 from the Grantee's monthly allocation of Proposition A local return funds and continuing each month until the redesign costs using LACMTA funds is paid in full. After LACMTA has withheld the designated amounts due that month, LACMTA shall remit

the balance of that month's local return funds to Grantee in accordance with the applicable state laws or ordinances.

- b. LACMTA will reprogram the \$670,000 returned by Grantee to a future Call for Projects project.
6. It is anticipated the remaining cash flow for use of the LACMTA funds and the Local Match will be as set forth in the below chart:

	FY 2002-12 (Expended)	FY2012-13	FY2013-14	FY2014-15	FY2015-16	TOTAL BUDGET	% OF BUDGET
LACMTA Match							
Proposition C 25%	\$627,530	\$672,470				\$1,300,000	10.0%
LACMTA SUBTOTAL						1,300,000	10.0%
Sponsor/Grantee Match							
City General Fund		\$191,300				\$191,300	1.5%
H.R. 5394 (Rogan Funds)	\$3,607,798		\$2,630,734	\$2,630,734	\$2,630,734	\$11,500,000	88.5%
GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL						11,691,300	90%
TOTAL BUDGET	\$4,235,327	\$863,770	\$2,630,734	\$2,630,734	\$2,630,734	\$12,991,300	100.0%

- 7. By signing this Amendment No. 4, Grantee hereby agrees to the terms and conditions set forth in this Attachment F – Special Grant Conditions.

ATTACHMENT F-1



CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: 626 403.7200
WWW.CI.SOUTH-PASADENA.CA.US

August 14, 2012

Reinland Jones
Transportation Planner
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

Dear Mr. Jones:

This letter serves as the formal request from the City of South Pasadena to amend MOU 8018 to allow disproportionate expenses allowing the City to spend down Metro funds ahead of schedule. These funds will be used for the required re-design of the project to bring the plans up to current Caltrans standards, provide metric measurements and fix any remaining issues with the design plans. South Pasadena is not required to match the remaining funds for re-design. The City will remain obligated to complete the construction of the project and expects that the retention will be held until completion of project and final audit report. In addition, per our discussion on this matter, the City agrees to a special condition to allow Metro to withhold any funds spent on the re-design from the City's local return funds (Prop A or Prop C) for this project in the event that the project is not constructed.

Should you have any questions, please contact Tracey Perkosky at (626) 403-7256 or tperkosky@ci.south-pasadena.ca.us.

Sincerely,

Sergio Gonzalez
City Manager

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ATTACHMENT 3
Amendment Number 5 for MOU 8018

AMENDMENT NO. 5
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH PASADENA
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 5 to Memorandum of Understanding (this "Amendment"), is dated as of September 12, 2014, by and between City of South Pasadena ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Memorandum of Understanding No. MOU.P0008018, dated September 30, 2002, which was amended on September 16, 2005, September 29, 2006, July 30, 2010, and January 31, 2013 (as amended, the "Existing MOU"), which Existing MOU provides for the South Pasadena Fair Oaks Corridor Improvements (I-710 Interim Improvements), ("the Project"); and

B. Whereas, LACMTA Board on June 26, 2014, desires to extend the lapsing date of Funds programmed for Fiscal Year (FY) 2001-02 to June 30, 2015; and

C. Grantee and LACMTA desire to amend the Existing MOU as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 8.1 (iv) of the Existing MOU is hereby amended by deleting it in its entirety and replacing it with the following: "Funds programmed for FY 2001-02 are subject to lapse on June 30, 2015. Funds programmed for FY 2003-04 are no longer available. Grantee shall expend these Funds by the lapsing date."
2. Part II, Paragraphs 11.11 and 11.12 are hereby deleted in their entirety.
3. Part II, Paragraph 12 is hereby added to the Existing MOU as follows:

"12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein."

4. Part I, Paragraph 9 of Existing MOU is hereby amended to change LACMTA's project manager to Dana Jones, mail stop 99-22-4.

5. Except as expressly amended hereby, the Existing MOU remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing MOU that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed and delivered as of the above date.

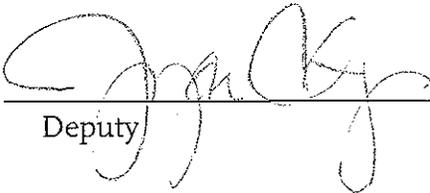
LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Arthur T. Leahy
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RICHARD D. WEISS
Acting County Counsel

By:  _____
Deputy

Date: 10/7/14

CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez
City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Teresa Highsmith
City Attorney

Date: _____

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City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Marina Khubesrian, M.D., Mayor/Agency Chair
Robert S. Joe, Mayor Pro Tem/Agency Vice Chair
Michael A. Cacciotti, Council/Agency Member
Diana Mahmud, Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member*

*Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: December 3, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *OK for SG*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$411,090.94,
General City Warrants in the Amount of \$659,807.42 and Payroll
in the Amount of \$577,380.93**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 185969 – 186018 \$ 411,090.94

General City Warrants:

Warrant # 186019 – 186139 \$ 659,807.42

Payroll 11-21-14 \$ 577,380.93

Total \$ 1,648,279.29

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Approval of Warrants
December 3, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 11-21-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 12.03.14 Amounts		
	Prepaid	Written	Payroll
General Fund	80,412.52	480,110.43	319,045.97
Insurance Fund			
Facilities & Equip.Cap. Fund		292.57	
Local Transit Return "A"	847.80	5,270.19	7,953.29
Local Transit Return "C"	619.14		8,504.59
Sewer Fund	899.34	31.36	14,391.58
CTCTraffic Improvement			
Street Lighting Fund	15,606.73	62.72	13,644.74
Public,Education & Govt Fund			
Clean Air Act Fund			
Business Improvement Tax		225.00	
Gold Line Mitigation Fund			
Mission Meridian Public Garage		270.49	
Housing Authority Fund			
State Gas Tax	1,468.60	809.36	21,570.89
County Park Bond Fund			
Measure R		138,921.70	
MSRC Grant Fund			
Bike & Pedestrian Paths			
Capital Growth Fund	72.83	5,685.00	
CDBG		3,954.28	
Asset Forfeiture			
Police Grants - State			
Police Subventions-CLEEP			
Homeland Security Grant			4,233.02
Park Impact Fees			
Public Library Fund Grant			
Arroyo Seco Golf Course			
Sewer Capital Projects Fund			173.85
Water Fund	6,357.63	17,874.32	65,238.45
Public Financing Authority			
Payroll Clearing Fund	304,485.47		112,709.12
Employee Special Event Fund			
Redev.Oblig.Retirement Fund			
Column Totals	410,770.06	653,507.42	567,465.50
City Report Totals		1,631,742.98	

Recap by fund

Fund No.	Amounts		
	Prepaid	Written	Payroll
RSA	320.88	6,300.00	9,915.43
Column Totals	320.88	6,300.00	9,915.43
RSA Report Totals		16,536.31	

Amounts		
Prepaid	Written	Payroll
411,090.94	659,807.42	577,380.93
Grand Report Total	1,648,279.29	

Marina Khubesrian, M.D., Mayor


David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

Voided Checks	
185398	\$250.00
185590	\$1,000.00
185632	\$7,360.50

Ameritas

Inv. P/R/E 11/16/14			
11/18/14	Vision Ins. Dec-14	700-0000-0000-2268-000	2,798.68
Ck. 11/20/14 185982	Total		2,798.68

Artic Mechanical Inc.

Inv. 140506-058			
06/16/14	A/C Maint. @ Garfield House	101-6010-6601-8120-000	100.00
Inv. 140506-060			
06/16/14	A/C Maint. @ Iron Works Museum	101-6010-6601-8120-000	100.00
Inv. 140506-061			
06/16/14	A/C Maint. @ Orange Grove Cent	101-6010-6601-8120-000	240.00
Inv. 140506-063			
05/23/14	A/C Maint. @ Library	101-6010-6601-8120-000	200.00
Inv. 140506-066			
05/19/14	A/C Maint. @ Sr. Center	101-6010-6601-8120-000	200.00
Inv. 140506-067			
06/16/14	A/C Maint. @ Yard	101-6010-6601-8120-000	240.00
Inv. 140506-071			
06/16/14	A/C Maint. @ WMB	101-6010-6601-8120-000	100.00
Ck. 11/13/14 185969	Total		1,180.00

AT & T

Inv. 000005876723			
10/27/14	CLADPDSOPAS 9/27-10/26/14	101-4010-4011-8150-000	305.21
Ck. 11/13/14 185970	Total		305.21

AT&T

Inv. 065 081-5011			
10/01/14	5011 938 2 9/13-10/12/14	101-3010-3041-8150-000	279.03
Inv. 248 134-6100			
11/01/14	6100 210 5 11/1-30/14	101-3010-3041-8150-000	8.99
Ck. 11/13/14 185971	Total		288.02

Inv. 065 081-5011			
11/01/14	10/13-11/12/14	101-3010-3041-8150-000	140.83
Inv. 626 405-0051			
11/11/14	11/11-12/10/14	101-4010-4011-8150-000	230.37
Ck. 11/20/14 185995	Total		371.20

CA American Water Co.

Inv. 210021511021			
10/23/14	Water Svc- Wilson Well #2 9/24	500-6010-6711-8231-000	18.27
Ck. 11/20/14 185996	Total		18.27

Ca. State Disbursement Unit

Inv. P/R/E 11/16/14			
11/18/14	Garnishment	700-0000-0000-2264-000	400.50
Ck. 11/20/14 185983	Total		400.50

CAL PERS 457 PLAN

Inv. P/R/E 11/16/14			
11/18/14	Deferred Comp	700-0000-0000-2260-000	2,840.78
Ck. 11/20/14 185984	Total		2,840.78

Chan, Anthony

Inv. P/R/E 11/16/14			
11/18/14	Coverage 11/10/14	101-4010-4011-7000-000	232.19
Inv. P/R/E 11/16/14A			
11/18/14	Coverage 11/15/14	101-4010-4011-7000-000	398.04

Inv. P/R/E 11/16/14B			
11/18/14	Coverage 11/16/14	101-4010-4011-7000-000	199.02
Inv. P/R/E 11/16/14C			
11/18/14	Movie Detail 11/5/14	101-0000-0000-2910-200	1,050.00
Inv. P/R/E 11/16/14D			
11/18/14	Movie Detail 11/12/14	101-0000-0000-2910-200	770.00
Inv. P/R/E 11/16/14E			
11/18/14	Movie Detail 11/13/14	101-0000-0000-2910-200	1,050.00
Inv. P/R/E 11/16/14F			
11/18/14	Movie Detail 11/14/14	101-0000-0000-2910-200	700.00
Ck. 11/20/14 185985	Total		4,399.25

City of South Pasadena PD Pett

Inv. 11/12/14			
11/13/14	Reimb. Petty Cash	101-4010-4011-8090-000	12.75
11/13/14	Reimb. Petty Cash	101-4010-4011-8000-000	34.39
11/13/14	Reimb. Petty Cash	101-4010-4011-8100-000	36.99
11/13/14	Reimb. Petty Cash	101-4010-4011-8020-000	54.50
Ck. 11/13/14 185972	Total		138.63

Collier, Peter

Inv. 11/11/14			
10/23/14	Citywide Reading Program-Honor	101-8010-8011-8085-000	500.00
Ck. 11/13/14 185973	Total		500.00

CPOA

Inv. 12/3/14			
11/18/14	PD Registration-Sgt. Bartl	101-4010-4011-8210-000	90.00
Ck. 11/20/14 185997	Total		90.00

CPRS Administrators Section

Inv. 11/5/14			
11/06/14	2014 CPRS Summit Registrations	101-0000-0000-2995-001	5,705.00
Ck. 11/13/14 185974	Total		5,705.00

CPRS District XIII

Inv. 12/3/14			
11/18/14	Holiday Cheer December Meeting	101-8030-8031-8090-000	50.00
11/18/14	Holiday Cheer December Meeting	101-8030-8032-8090-000	75.00
11/18/14	Holiday Cheer December Meeting	101-8030-8021-8090-000	125.00
Ck. 11/20/14 185998	Total		250.00

Creek, Michael

Inv. P/R/E 11/16/14			
11/18/14	Movie Detail 11/12/14	101-0000-0000-2910-200	980.00
Inv. P/R/E 11/16/14A			
11/18/14	Movie Detail 11/14/14	101-0000-0000-2910-200	700.00
Ck. 11/20/14 185986	Total		1,680.00

Criterion Pictures

Inv. P12498			
10/30/14	It's A Wonderfull Life Movie L	101-8030-8021-8020-000	75.00
Ck. 11/20/14 185999	Total		75.00

CSMFO

Inv. 12/10/14			
11/20/14	CSMFO Meeting 12/10/14-D.Batt	101-3010-3011-8090-000	80.00
Ck. 11/20/14 186000	Total		80.00

Delta Dental

Inv. P/R/E 11/16/14			
11/20/14	Dental Ins. Dec-14	700-0000-0000-2267-000	11,402.19
Ck. 11/20/14 186001	Total		11,402.19

E. D. D.

Inv. P/R/E 11/16/14			
11/18/14	State w/h Tax	700-0000-0000-2220-000	32,493.62
Ck. 11/20/14 185987	Total		32,493.62

Flex Advantage

Inv. 84367			
11/12/14	Adminstration Cost	101-3010-3041-7131-000	66.00
Inv. P/R/E 11/16/14			
11/20/14	Retiree Health Reimbursement 1	101-3010-3041-7131-000	418.52
Ck. 11/20/14 186002	Total		484.52

Galls/Quartermaster

Inv. 002180169			
07/11/14	Body Armor	101-4010-4011-8134-000	765.78
Inv. 002180178			
07/11/14	Body Armor	101-4010-4011-8134-000	653.20
Inv. 002195366			
07/16/14	Body Armor	101-4010-4011-8134-000	653.20
Inv. 002195370			
07/16/14	Body Armor	101-4010-4011-8134-000	653.20
Inv. 002370598			
08/29/14	Body Armor	101-4010-4011-8134-000	653.16
Ck. 11/20/14 186003	Total		3,378.

Grace Entertainment LLC

Inv. 12/6/14			
11/20/14	Breakfast w/Santa Entertainmen	101-8030-8032-8264-000	380.00
Ck. 11/20/14 186004	Total		380.00

Henderson, Therese

Inv. R52742			
10/01/14	Refund Eddie Park House Depos	101-0000-0000-2920-001	250.00
Ck. 11/20/14 186005	Total		250.00

Henneman, Paul

Inv. R51189			
11/10/14	Refund Membership & Donation	101-0000-0000-2994-001	2.00
11/10/14	Refund Membership & Donation	101-0000-0000-5265-003	18.00
Ck. 11/13/14 185975	Total		20.00

Hernandez, Jr., Joseph

Inv. P/R/E 11/16/14			
11/18/14	Covcrage 11/9/14	101-4010-4011-7000-000	132.68
Inv. P/R/E 11/16/14A			
11/18/14	Coverage 11/10/14	101-4010-4011-7000-000	398.04
Ck. 11/20/14 185988	Total		530.72

Home Depot Credit Services

Inv. 3020574			
10/23/14	Citywide Supplies	101-6010-6601-8020-000	157.78
10/23/14	Citywide Supplies	215-6010-6201-8020-000	157.
10/23/14	Citywide Supplies	215-6010-6115-8020-000	157.72
Inv. 4224248			
10/02/14	Citywide Supplies	101-8030-8032-8264-000	102.46

Inv. 4224249				
10/02/14	Citywide Supplies	101-6010-6601-8020-000		308.15
Inv. 5024141				
10/01/14	Citywide Supplies	230-6010-6116-8020-000		121.83
Inv. 5113009				
10/21/14	Citywide Supplies	215-6010-6310-8130-000		438.55
Inv. 9012811				
10/17/14	Citywide Supplies	101-6010-6601-8020-000		88.46
10/17/14	Citywide Supplies	215-6010-6201-8020-000		88.46
10/17/14	Citywide Supplies	215-6010-6115-8020-000		88.46
Inv. 9013468				
10/27/14	Citywide Supplies	101-6010-6601-8120-000		280.89
Ck. 11/20/14 186006	Total			1,990.62
ICMA				
Inv. P/R/E 11/16/14				
11/18/14	Deferred Comp	700-0000-0000-2260-000		5,076.67
Ck. 11/20/14 185989	Total			5,076.67
ING Life Ins. & Annuity Co.				
Inv. P/R/E 11/16/14				
11/18/14	Deferred Comp	700-0000-0000-2260-000		2,412.54
Ck. 11/20/14 185990	Total			2,412.54
IXII Training				
Inv. 11/10/14				
11/07/14	PD Training Registration-PA.B.	101-4010-4011-8200-000		75.00
Inv. 11/20/14				
11/07/14	PD Training Registration-PA.J.	101-4010-4011-8200-000		75.00
Ck. 11/13/14 185976	Total			150.00
Jacobs, Saul				
Inv. 11/26/14				
11/13/14	Sr.Center Thanksgiving Lunch @	101-8030-8021-8020-000		250.00
Ck. 11/13/14 185977	Total			250.00
LDI Color ToolBox				
Inv. 199189 1				
10/31/14	Copier Maint & Overages 10/1-1	101-2010-2011-8300-000		71.40
10/31/14	Copier Maint & Overages 10/1-1	101-1020-1021-8300-000		71.40
10/31/14	Copier Maint & Overages 10/1-1	101-6010-6011-8300-000		71.40
Inv. 199273 1				
11/06/14	Copier Maint & Overages 11/1-1	101-2010-2011-8300-000		116.70
11/06/14	Copier Maint & Overages 11/1-1	101-6010-6011-8300-000		116.71
11/06/14	Copier Maint & Overages 11/1-1	101-1020-1021-8300-000		116.71
Ck. 11/20/14 186007	Total			564.32
Lunnon, Joseph				
Inv. P/R/E 11/16/14				
11/18/14	Predictive Policing 11/6/14	101-4010-4011-7000-000		165.85
Inv. P/R/E 11/16/14A				
11/18/14	Predictive Policing 11/11/14	101-4010-4011-7000-000		199.02
Inv. P/R/E 11/16/14B				
11/18/14	Movie Detail 11/12/14	101-0000-0000-2910-200		770.00
Inv. P/R/E 11/16/14C				
11/18/14	Movie Detail 11/13/14	101-0000-0000-2910-200		770.00
Inv. P/R/E 11/16/14D				
11/18/14	Movie Detail 11/14/14	101-0000-0000-2910-200		700.00
Ck. 11/20/14 185991	Total			2,604.87

Inv. P/R/E 11/16/14			
11/20/14	Movie Detail 11/13/14 Differen	101-0000-0000-2910-200	210.00
Ck. 11/20/14 186008	Total		210.00

Pers Health Insurance

Inv. P/R/E 11/16/14			
11/18/14	Health Ins Dec -14	227-7200-7210-7131-000	320.88
11/18/14	Health Ins Dec -14	207-2010-2260-7131-000	619.14
11/18/14	Health Ins Dec -14	205-2010-2210-7131-000	772.80
11/18/14	Health Ins Dec -14	210-6010-6501-7131-000	899.34
11/18/14	Health Ins Dec -14	215-6010-6310-7131-000	1,229.26
11/18/14	Health Ins Dec -14	230-6010-6116-7131-000	1,346.77
11/18/14	Health Ins Dec -14	500-6010-6711-7131-000	2,182.85
11/18/14	Health Ins Dec -14	500-6010-6710-7131-000	2,182.85
11/18/14	Health Ins Dec -14	101-3010-3041-7131-000	35,639.52
11/18/14	Health Ins Dec -14	700-0000-0000-2262-000	100,997.43
Ck. 11/20/14 185992	Total		146,190.84

Pers Retirement

Inv. P/R/E 11/16/14			
11/18/14	Retirement Svc Period 11/3-11/	700-0000-0000-2240-000	146,057.06
Ck. 11/20/14 185993	Total		146,057.06

PETTY CASH - Sr. Center

Inv. 11/19/14			
11/20/14	Reimb. Petty Cash	101-8030-8021-8200-000	10.00
11/20/14	Reimb. Petty Cash	101-8030-8021-8264-000	54.63
11/20/14	Reimb. Petty Cash	101-0000-0000-2994-001	89.7
11/20/14	Reimb. Petty Cash	101-8030-8021-8020-000	331.00
Ck. 11/20/14 186009	Total		486.32

Platinum Plus Busn. Card

Inv. 7183			
10/03/14	MMASC Conf. Registration-C.Cas	101-2010-2011-8090-000	305.00
Inv. 7183 A			
10/07/14	CM & Mayor Lunch-Cafe Fiore Ma	101-1010-1011-8090-000	19.08
Inv. 7183 B			
10/08/14	CTC Mtg Parking-EmbassySuites	101-2010-2021-8090-000	6.00
Inv. 7183 C			
10/08/14	CTC Mtg Breakfast-Bistro 800	101-2010-2021-8090-000	64.00
Inv. 7183 D			
10/17/14	CM & Mayor Lunch-Recess Eatery	101-1010-1011-8090-000	50.00
Inv. 7183 E			
10/24/14	CM & M.ProTem, SoCal Child Mus	101-1010-1011-8090-000	103.00
Inv. 7183 F			
10/28/14	CM & M.ProTem, Tran. Staff Metro	101-2010-2021-8090-000	103.29
Inv. 7183 G			
10/29/14	CM Registration CM Conf-League	101-2010-2011-8090-000	625.00
Inv. 7183 H			
10/29/14	ACM Registration CM Conf-Leagu	101-2010-2011-8090-000	480.00
Inv. 7183 I			
10/29/14	CM Flight League CM Conf.-Sout	101-2010-2011-8090-000	139.20
Inv. 7183 J			
10/29/14	ACM Flight League CM Conf.-Sou	101-2010-2011-8090-000	67.10
Inv. 7183 K			
10/29/14	MMASC Membership -C.Castruita	101-2010-2011-8060-000	75.00
Ck. 11/20/14 186010	Total		2,036.67

Platinum Plus for Business

Inv. 8433			
10/03/14	Transit Training-TSI	205-8030-8025-8200-000	50.00

Inv. 8433 A				
10/03/14	HR Ad Postings-Brown & Caldwell	101-2010-2013-8040-000		200.00
Inv. 8433 B				
10/03/14	HR Employee Wellness Lunch-Jer	101-2010-2013-8020-000		128.00
Inv. 8433 C				
10/03/14	HR Employee Wellness Lunch-Mam	101-2010-2013-8020-000		35.51
Inv. 8433 D				
10/03/14	PD K9 Training- Elite K-9	101-4010-4011-8035-000		413.60
Inv. 8433 E				
10/03/14	PD Promotion Ceremony Refreshm	101-4010-4011-8090-000		78.12
Inv. 8433 F				
10/03/14	PD Promotion Ceremony Refreshm	101-4010-4011-8090-000		169.97
Inv. 8433 G				
10/03/14	Transit -Drug Free Workshop	205-8030-8025-8200-000		25.00
Inv. 8433 H				
10/03/14	FD Medical Supplies Shipping-T	101-5010-5011-8025-000		99.54
Inv. 8433 I				
10/03/14	FD Training Water-Smart N Fina	101-5010-5011-8020-000		41.93
Inv. 8433 J				
10/03/14	Water Conservation Supplies-MA	500-3010-3012-8232-000		1,592.89
Inv. 8433 K				
10/03/14	Water Dept. Training-CA Rural	500-6010-6711-8200-000		350.00
Inv. 8433 L				
10/03/14	Council Meals 10/15/14-Patakan	101-1010-1011-8090-000		104.34
Inv. 8433 M				
10/03/14	Finance Batteries-Rite Aid	101-3010-3011-8020-000		11.98
Inv. 8433 N				
10/03/14	PD Training Supplies-LBT	101-4010-4011-8020-000		451.86
Inv. 8433 O				
10/03/14	PD Training Supplies-Life Assi	101-4010-4011-8020-000		406.30
Inv. 8433 P				
10/03/14	PD Training Supplies-Mad Rock	101-4010-4011-8020-000		41.07
Inv. 8433 Q				
10/03/14	PD Dept. Inspection Lunch-El P	101-4010-4011-8020-000		293.18
Inv. 8433 R				
10/03/14	Council Ad Hoc Committee Mtg M	255-9000-9222-9222-200		72.83
Inv. 8433 S				
10/03/14	CC CDCC Seminar-MainEvent Air	101-1020-1021-8090-000		45.00
Inv. 8433 T				
10/03/14	CC CDCC Seminar-Southwest AirI	101-1020-1021-8090-000		138.20
Inv. 8433 U				
10/03/14	CC CDCC Seminar-Hyatt Hotel	101-1020-1021-8090-000		431.46
Inv. 8433 V				
10/03/14	Council Meals 10/22/14 Meals-H	101-1010-1011-8090-000		107.06
Inv. 8433 W				
10/03/14	Sr.Center Supplies-Smart N Fin	101-8030-8021-8020-000		328.15
Inv. 8433 X				
10/03/14	Sr.Center Supplies-Party City	101-8030-8021-8020-000		93.31
Inv. 8433 Y				
10/29/14	CC IIMC Membership Dues	101-1020-1021-8060-000		95.00
Inv. 8433 Z				
10/30/14	Library Supplies-Amazon.com	101-8010-8011-8080-000		65.35
Inv. 8433 Z Z				
10/30/14	Library Supplies-Criterion	101-8010-8011-8080-000		75.00
Ck. 11/20/14 186011	Total			5,944.65

Continuum Plus-Business Card

Inv. 5752				
10/03/14	HR NeoGov Conf. Exp-Monte Carl	101-2010-2013-8090-000		288.96
Inv. 5752 A				
10/03/14	HR NeoGov Conf. Exp-Monte Carl	101-2010-2013-8090-000		215.04

Inv. 5752 B				
10/03/14	HR NeoGov Conf. Exp-Taxi		101-2010-2013-8090-000	22.70
Ck. 11/20/14 186012	Total			526.70
Prietto, Margaret				
Inv. R373854				
11/13/14	Refund Duplicate Permit Fee Pa		101-0000-0000-5220-001	110.00
Ck. 11/13/14 185978	Total			110.00
Response Solutions LLC				
Inv. 111814				
11/18/14	FD Training-The Art of Reading		101-5010-5011-8200-000	3,000.00
Ck. 11/20/14 186013	Total			3,000.00
So. CA Edison Co.				
Inv. 3-008-8091-11				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	3,839.56
Inv. 3-008-8091-12				
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	864.35
Inv. 3-008-8091-13				
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	(436.62)
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	8,080.87
Inv. 3-008-8091-14				
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	12.12
Inv. 3-008-8091-16				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	160.23
Inv. 3-008-8091-17				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	72.7
Inv. 3-008-8091-18				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	63.10
Inv. 3-008-8091-19				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	51.74
Inv. 3-008-8091-20				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	84.34
Inv. 3-008-8091-21				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	88.41
Inv. 3-008-8091-22				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	56.03
Inv. 3-008-8091-23				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	89.09
Inv. 3-008-8091-24				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	83.50
Inv. 3-008-8436-55				
11/06/14	10/3-11/4/14		215-6010-6201-8140-000	159.63
Inv. 3-025-4910-19				
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	140.81
Inv. 3-026-6343-40				
11/06/14	10/3-11/4/14		215-6010-6115-8140-000	36.97
Ck. 11/13/14 185979	Total			13,446.42
Superior Court of CA, County o				
Inv. Sept 2014				
10/07/14	Court Fees 9/14		101-0000-0000-4610-000	7,360.50
Ck. 11/13/14 185980	Total			7,360.50
The Gas Company				
Inv. 072 519 1300 5				
11/17/14	10/14-11/13/14		101-6010-6410-8140-000	28.62
Inv. 080 919 3600 8				
11/17/14	10/14-11/13/14		101-8030-8031-8140-000	10.97

Inv. 083 019 3600 4			
11/17/14	10/14-11/13/14	500-6010-6710-8140-000	30.77
Inv. 135 519 3700 9			
11/17/14	10/14-11/13/14	101-8010-8011-8140-000	4.98
Inv. 137 619 3700 5			
11/17/14	10/14-11/13/14	101-8030-8021-8140-000	52.32
Inv. 148 220 0900 8			
11/17/14	10/14-11/13/14	101-6010-6410-8140-000	84.91
Ck. 11/20/14 186014	Total		212.57
Time Warner Cable			
Inv. 008 0012179			
11/16/14	PD Cable 11/16-12/15/14	101-4010-4011-8110-000	193.37
Inv. 008 0269985			
11/17/14	City Hall 2nd Modem 11/17-12/1	101-3010-3032-8150-000	144.04
Ck. 11/20/14 186015	Total		337.41
TRADS			
Inv. 270701 2014			
08/21/14	Online Investigative Svcs 1/20	101-4010-4011-8170-000	1,320.00
Ck. 11/20/14 186016	Total		1,320.00
Tuba, Inc.			
Inv. 12/6/14			
11/19/14	Breakfast w/Santa 12/6/14 Sing	101-8030-8032-8264-000	350.00
Ck. 11/20/14 186017	Total		350.00
ited Way			
Inv. P/R/E 11/16/14			
11/18/14	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 11/20/14 185994	Total		6.00
Urban Pet			
Inv. CR2000953			
10/27/14	Food for K9 - Barry	101-4010-4011-8035-000	212.52
Inv. CR3019981			
10/21/14	Food for K9 - Lisu	101-4010-4011-8034-000	150.40
Ck. 11/20/14 186018	Total		362.92
Verizon Wireless			
Inv. 9734314700			
10/23/14	Mobile Broadband 8351 9/24-10/	101-3010-3032-8150-000	23.71
Ck. 11/13/14 185981	Total		23.71
Total			411,090.94

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ATTACHMENT 3
General City Warrant List

Able Card LLC

Inv. 0035362			
10/31/14	Library Cards w/Key Tags	101-8010-8011-8020-000	3,965.83
Ck. 12/03/14 186019	Total		3,965.83

Acura Embedded Sys. Inc.

Inv. 2522			
08/27/14	Repair Main to FD Equipment	101-5010-5011-8110-000	966.00
Ck. 12/03/14 186020	Total		966.00

Alco Target Company

Inv. 55495			
11/07/14	PD Range Supplies	101-4010-4011-8020-000	615.02
Ck. 12/03/14 186021	Total		615.02

Alhambra Car Wash

Inv. Oct 2014			
11/05/14	PD Car Washes 10/14	101-4010-4011-8100-000	538.00
Ck. 12/03/14 186022	Total		538.00

All Star Fire Equipment, Inc.

Inv. 177610			
11/11/14	FD Safety Boots for Captain Sz	101-5010-5011-8134-000	288.85
Inv. 177687			
11/14/14	FD Safety Boots A.Porráz & M.	101-5010-5011-8134-000	512.30
Ck. 12/03/14 186023	Total		801.15

Amazon/SYNCB

Inv. 022985469891			
11/04/14	4 Dept. Use Easels	101-8030-8031-8020-000	209.24
Inv. 159899014377			
10/17/14	Camp Med Halloween Movies	101-8030-8032-8268-000	30.46
Inv. 189876497957			
10/22/14	GPYH Rubbermaid Trash Receptac	101-8030-8031-8020-000	299.00
Inv. 277253871071			
10/21/14	WMB Ice Machine Ice Scoop	101-8030-8031-8020-000	12.89
Ck. 12/03/14 186024	Total		551.59

Anderson, Shelli

Inv. Oct 2014			
11/10/14	Reimb. Home Delivery Mileage	101-8030-8021-8020-000	18.43
Ck. 12/03/14 186025	Total		18.43

Ann Contractors

Inv. R373110			
11/10/14	Refund Busn License Duplicate	101-0000-0000-4405-000	1.00
11/10/14	Refund Busn License Duplicate	220-0000-0000-5412-000	225.00
11/10/14	Refund Busn License Duplicate	101-0000-0000-4400-000	600.00
Ck. 12/03/14 186026	Total		826.00

Aramark Uniform Services

Inv. 530168468			
11/06/14	Uniform Svc	500-6010-6711-8132-000	15.68
11/06/14	Uniform Svc	500-6010-6710-8132-000	15.68
11/06/14	Uniform Svc	230-6010-6116-8132-000	15.68
11/06/14	Uniform Svc	210-6010-6501-8132-000	15.68
11/06/14	Uniform Svc	101-6010-6601-8132-000	15.68
11/06/14	Uniform Svc	215-6010-6201-8132-000	15.68
11/06/14	Uniform Svc	215-6010-6310-8132-000	15.68

Inv. 530185646				
11/13/14	Uniform Svc	230-6010-6116-8132-000		15.68
11/13/14	Uniform Svc	210-6010-6501-8132-000		15.68
11/13/14	Uniform Svc	101-6010-6601-8132-000		15.68
11/13/14	Uniform Svc	215-6010-6201-8132-000		15.68
11/13/14	Uniform Svc	215-6010-6310-8132-000		15.68
11/13/14	Uniform Svc	500-6010-6711-8132-000		15.68
11/13/14	Uniform Svc	500-6010-6710-8132-000		15.68
Ck. 12/03/14 186027	Total			219.52
Artic Mechanical Inc.				
Inv. 140705-351				
09/29/14	A/C Maint @ Yard	101-6010-6601-8120-000		297.50
Ck. 12/03/14 186028	Total			297.50
Baker & Taylor Inc.				
Inv. 3018947402				
08/22/13	Books	101-8010-8011-8080-000		207.30
Inv. 4010806744				
02/28/14	Books	101-8010-8011-8080-000		53.70
Ck. 12/03/14 186029	Total			261.00
Balloon Emporium				
Inv. 20624				
10/28/14	Helium Tank Refill	101-8030-8021-8110-000		403.28
Ck. 12/03/14 186030	Total			403.28
odart Co.				
Inv. 376229				
11/10/14	QLA Sign White Sandwich Board	101-8010-8011-8020-000		243.26
Ck. 12/03/14 186031	Total			243.26
Bruner, Judith				
Inv. R53815				
11/06/14	Refund Dropped Tai Chi Class	101-0000-0000-5270-002		25.00
Ck. 12/03/14 186032	Total			25.00
Burke, Williams & Sorensen, LL				
Inv. 179340				
08/04/14	Legal Svcs 7/14	101-2010-2021-8160-000		45.00
Inv. 182788				
11/06/14	Legal Svcs 10/14	101-2010-2021-8160-000		67.50
Ck. 12/03/14 186033	Total			112.50
CA Ass'n of Property & Evidenc				
Inv. 02212				
11/18/14	2015 Membership-SSA Peggy Gran	101-4010-4011-8060-000		45.00
Ck. 12/03/14 186034	Total			45.00
CA Dental Buying Group				
Inv. R10400843				
10/31/14	FD Cylinder Rental	101-5010-5011-8025-000		117.00
Ck. 12/03/14 186035	Total			117.00
CA Linen Services				
Inv. 1085447				
11/10/14	FD Dept. Supplies	101-5010-5011-8020-000		112.67
Inv. 1087694				
11/17/14	FD Dept. Supplies	101-5010-5011-8020-000		108.93

Ck. 12/03/14 186036	Total		221.60
CA Maintenance & Environmental			
Inv. 20062			
10/29/14	Monthly Fuel Tank Inspection	101-7010-7101-8100-000	2.00
10/29/14	Monthly Fuel Tank Inspection	101-2010-2011-8100-000	2.00
10/29/14	Monthly Fuel Tank Inspection	101-6010-6011-8100-000	2.00
10/29/14	Monthly Fuel Tank Inspection	101-5010-5011-8100-000	8.00
10/29/14	Monthly Fuel Tank Inspection	101-4010-4011-8100-000	86.00
Ck. 12/03/14 186037	Total		100.00
Califa Group			
Inv. 6453			
10/31/14	Proquest LA Times 1/14-12/31/1	101-8010-8011-8031-000	3,094.32
Ck. 12/03/14 186038	Total		3,094.32
Cantu Graphics			
Inv. 4148			
10/22/14	2014 Gen Election Information	101-1020-1022-8020-000	212.55
Inv. 4158			
10/29/14	Tough Guise 2 Flyer Design & P	101-1010-1011-8021-000	69.76
Inv. 4162			
10/30/14	Budget Book Copies	101-3010-3011-8050-000	681.73
Inv. 4188			
11/13/14	Comm. Garden Poster Mtg 11/19/	101-8030-8031-8050-000	62.13
Ck. 12/03/14 186039	Total		1,026.17
Carson Industries Inc			
Inv. 31587			
11/10/14	Computer Care Kit Office Suppl	101-8010-8011-8000-000	154.90
Ck. 12/03/14 186040	Total		154.90
Catering Systems Inc.			
Inv. 3309			
10/28/14	Sr. Center Meals w/ 10/20-24/1	101-0000-0000-5265-004	188.10
10/28/14	Sr. Center Meals w/ 10/20-24/1	260-8030-8023-8180-000	1,170.40
Inv. 3317			
11/04/14	Sr. Center Meals w/ 10/27-31/1	260-8030-8023-8180-000	1,630.20
Inv. 3324			
11/12/14	Sr. Center Meals w/ 11/3-7/14	260-8030-8023-8180-000	1,153.68
Ck. 12/03/14 186041	Total		4,142.38
Chaffee, Mireya			
Inv. R53987			
11/12/14	Refund Partial Park Rsvp	101-0000-0000-5270-005	27.50
Ck. 12/03/14 186042	Total		27.50
Chan, Anthony			
Inv. 11/11/14			
11/19/14	Reimb. PD Training Expense	101-4010-4011-8200-000	8.40
Ck. 12/03/14 186043	Total		8.40
Chang, Emily			
Inv. Sum 2014			
11/07/14	Instructor Kindermusik Class	101-8030-8032-8267-000	157.95
Ck. 12/03/14 186044	Total		157.95
City of Alhambra Police Dept.			
Inv. SP-10/14			
11/04/14	PD Inmate Housing 10/14	101-4010-4011-8180-000	172.00

Ck. 12/03/14 186045	Total		172.00
City of San Gabriel			
Inv. 3/10-6/27/14			
11/21/14	Shared Fire Com Staff Svcs 3/1	101-5010-5011-8183-000	80,741.23
Ck. 12/03/14 186046	Total		80,741.23
City of San Marino			
Inv. 3/10-6/30/14			
11/21/14	Shared Fire Com Staff Svcs 3/1	101-5010-5011-8183-000	61,983.64
Inv. 7/1-9/30/14			
11/21/14	Shared Fire Com Staff Svcs 7/1	101-5010-5011-8183-000	63,439.18
Ck. 12/03/14 186047	Total		125,422.82
Clean Source Inc.			
Inv. 2873558-00			
11/13/14	Lib Janitorial Supplies	101-8010-8011-8120-000	114.39
Inv. 2874055-00			
11/17/14	Sr. Center Janitorial Supplies	101-8030-8021-8120-000	299.69
Ck. 12/03/14 186048	Total		414.08
Commline Inc.			
Inv. NP030831			
11/17/14	Transit Radio Repair 11/4/14	205-8030-8025-8180-000	250.00
Ck. 12/03/14 186049	Total		250.00
mpetitive Electric			
Inv. 1066			
10/22/14	Orange Grove Pk Electrical Cab	101-9000-9272-9272-000	8,674.90
Inv. 1067			
10/23/14	Garfield Park Electrical Panel	101-9000-9272-9272-000	240.90
Ck. 12/03/14 186050	Total		8,915.80
Conney Safety			
Inv. 04801204			
10/22/14	Water Dept. Wet Dry Gloves	500-6010-6710-8134-000	497.71
Ck. 12/03/14 186051	Total		497.71
De Lage Landen			
Inv. 43312222			
10/31/14	Copier Lease 11/15-12/14/14	101-2010-2011-8300-000	127.58
10/31/14	Copier Lease 11/15-12/14/14	101-1020-1021-8300-000	127.58
10/31/14	Copier Lease 11/15-12/14/14	101-6010-6011-8300-000	127.58
Ck. 12/03/14 186052	Total		382.74
Demco			
Inv. 5447054			
10/31/14	Tech Svcs Supplies	101-8010-8011-8020-000	250.16
Inv. 5453142			
11/07/14	Tech Svcs Supplies	101-8010-8011-8020-000	250.16
Inv. 5455835			
11/11/14	Tech Svcs Supplies	101-8010-8011-8020-000	284.25
Ck. 12/03/14 186053	Total		784.57
Dept of Justice			
Inv. 066406			
11/05/14	Applicant Fingerprinting Svcs	101-4010-4011-8020-000	576.00
Ck. 12/03/14 186054	Total		576.00

Diversified Inspections

Inv. 243843				
11/11/14	FD Ladder Testing	101-5010-5011-8110-000		1,013.50
Ck. 12/03/14 186055	Total			1,013.50

Dolores, Aurora

Inv. 11/12/14				
11/21/14	Refund Meditation Class in Jul	101-0000-0000-5265-002		16.00
Ck. 12/03/14 186056	Total			16.00

Dr. Detail Ph.D

Inv. 00019				
11/06/14	Library Carpet Cleaning 11/6/1	101-8010-8011-8120-000		240.00
Ck. 12/03/14 186057	Total			240.00

E.C.Construction

Inv. 15790R2				
09/30/14	HawthorneStreet Improvement Pr	233-9000-9358-9358-000		133,366.70
09/30/14	HawthorneStreet Improvement Pr	101-9000-9358-9358-000		144,970.00
Ck. 12/03/14 186058	Total			278,336.70

Empire Cleaning Supply

Inv. 766257				
11/11/14	FD Dept. Cleaning Supplies	101-5010-5011-8020-000		457.41
Inv. 766261				
11/07/14	FD Dept. Cleaning Supplies	101-5010-5011-8020-000		452.10
Ck. 12/03/14 186059	Total			909.51

EnvisionWare, Inc.

Inv. 19000				
11/07/14	Electronic Reference & Maint.	101-8010-8011-8031-000		540.17
Ck. 12/03/14 186060	Total			540.17

Euler, Linda

Inv. Sep-Nov 2014				
11/10/14	Reimb. Home Delivery Mileage	101-8030-8021-8020-000		29.91
Ck. 12/03/14 186061	Total			29.91

Federal Express

Inv. 2-837-89986				
11/07/14	FD Overnight Shipping	101-5010-5011-8110-000		53.78
Inv. 2-838-56616				
11/07/14	PD Overnight Shipping	101-4010-4011-8010-000		22.40
Ck. 12/03/14 186062	Total			76.18

Furtado, Justin

Inv. 11/05/14				
11/21/14	Reimb. Paramedic License	101-5010-5011-8200-000		200.00
Ck. 12/03/14 186063	Total			200.00

Garda CL West Inc.

Inv. 20032543				
10/31/14	Armored Car Svc 10/14 Excess	101-3010-3011-8020-000		2.68
Ck. 12/03/14 186064	Total			2.68

GE Capital

Inv. 61665709				
11/09/14	Copier Lease	101-8030-8021-8300-000		99.19
11/09/14	Copier Lease	101-8030-8031-8300-000		99.19
11/09/14	Copier Lease	101-8030-8032-8300-000		99.19

11/09/14	Copier Lease	205-8030-8025-8300-000	99.19
Ck. 12/03/14 186065	Total		396.76
General Pump Company			
Inv. 23789			
09/30/14	Wilson Well #3 Well Shaft Oile	500-6010-6711-8110-000	1,934.69
Ck. 12/03/14 186066	Total		1,934.69
GK & Associates			
Inv. 14-124			
10/31/14	OrangeGroveStreet Improvement	101-9000-9383-9383-000	3,467.45
Inv. 14-125			
10/31/14	Construct. Mgmt & Inspect Svcs	101-9000-9340-9340-000	7,605.00
Ck. 12/03/14 186067	Total		11,072.45
Gonzales, Idessa			
Inv. 11/5-6/14			
11/10/14	Reimb. PD Training Expense	101-4010-4011-8210-000	69.20
Ck. 12/03/14 186068	Total		69.20
Grady, Anthony Q.			
Inv. Fall 2014			
11/06/14	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	39.00
Ck. 12/03/14 186069	Total		39.00
Graffiti Control Systems			
Inv. SPAS1014			
10/31/14	Citywide Graffiti Removal Svcs	101-6010-6410-8262-000	2,303.00
Ck. 12/03/14 186070	Total		2,303.00
Great Match Consulting			
Inv. 1690002933			
10/29/14	Temp Workers w/e 10/26/14	101-9000-9287-9287-000	3,292.80
Ck. 12/03/14 186071	Total		3,292.80
Greatland Corporation			
Inv. 4572537RI			
11/12/14	Payroll W2 Forms with Envelope	101-3010-3011-8000-000	207.16
Ck. 12/03/14 186072	Total		207.16
Gutierrez, Michael			
Inv. Oct 2014			
11/10/14	Reimb. Home Delivery Mileage	101-8030-8021-8020-000	29.91
Ck. 12/03/14 186073	Total		29.91
Hang, Ryan			
Inv. 11/5-6/14			
11/10/14	Reimb. PD Training Expense	101-4010-4011-8210-000	69.20
Ck. 12/03/14 186074	Total		69.20
Hannible, Janee			
Inv. 11/13/14			
11/19/14	Reimb. PD Training Expense	101-4010-4011-8200-000	8.40
Inv. 11/20/14			
11/21/14	Reimb. PD Training Expense	101-4010-4011-8200-000	51.12
12/03/14 186075	Total		59.52
Hao, Josephine			
Inv. R05687			
11/14/14	Refund Lost & Paid Library Mat	101-0000-0000-5260-003	6.00

Ck. 12/03/14 186076	Total		6.00
Haynes Building Services LLC			
Inv. 5840			
11/06/14	Cleaning Svcs 11/14	101-6010-6601-8180-000	9,416.47
Ck. 12/03/14 186077	Total		9,416.47
HD Suppy Waterworks, Ltd.			
Inv. D076544			
10/22/14	Water Distribution Parts	500-0000-0000-1400-000	3,350.40
Ck. 12/03/14 186078	Total		3,350.40
HdL Hinderliter, deLlamas & Ass			
Inv. 0021077			
11/14/14	Contract Svcs Prop Tax Oct-Dec	101-3010-3011-8170-000	2,400.00
Ck. 12/03/14 186079	Total		2,400.00
J.Gardner & Associates, LLC			
Inv. 8424			
11/06/14	FD Dept Supplies Jr. Firefight	101-5010-5011-8020-000	287.23
Ck. 12/03/14 186080	Total		287.23
Jack's Auto Repair			
Inv. 14111			
11/07/14	PD Unit# 0432 Chk Charging Sys	101-4010-4011-8100-000	188.06
Inv. 14123			
11/07/14	PD Unit# 0431 Oil Change	101-4010-4011-8100-000	61.46
Inv. 14124			
11/07/14	PD Unit# 0822 Oil Change	101-4010-4011-8100-000	66.3
Ck. 12/03/14 186081	Total		315.89
Jones Coffee Roasters			
Inv. 35527			
10/24/14	FD Coffee Supplies	101-5010-5011-8020-000	131.25
Ck. 12/03/14 186082	Total		131.25
JT Engineering Inc.			
Inv. 5330			
10/09/14	HawthorneStreet Improvement Pr	233-9000-9358-9358-000	5,555.00
11/24/14	HawthorneStreet Improvement Pr	101-9000-9358-9358-000	7,070.00
Ck. 12/03/14 186083	Total		12,625.00
Kaminski, Belen Marie			
Inv. 11/10/14			
11/12/14	Reimb. PD Training Expense	101-4010-4011-8200-000	88.64
Inv. 11/13/14			
11/19/14	Reimb. PD Training Expense	101-4010-4011-8200-000	8.40
Ck. 12/03/14 186084	Total		97.04
Karbelnig, Dr. Alan			
Inv. 10/27/14			
11/15/14	Psychological Evaluation	101-4010-4011-8170-000	300.00
Ck. 12/03/14 186085	Total		300.00
Kelly, Susan			
Inv. 211124767			
11/13/14	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 12/03/14 186086	Total		48.00

Kosmont Companies

Inv. 0016				
11/03/14	Profess Svcs Dwtm Revitalizati	101-0000-0000-2990-013		5,174.20
Ck. 12/03/14 186087	Total			5,174.20

L.A.C. Metropolitan Authority

Inv. 800059710				
11/10/14	Sr./Disabled TAP Metro Passes	101-0000-0000-5270-004		100.00
11/10/14	Sr./Disabled TAP Metro Passes	205-0000-0000-5500-000		810.00
11/10/14	Sr./Disabled TAP Metro Passes	205-2010-2210-8250-000		810.00
Ck. 12/03/14 186088	Total			1,720.00

L.N. Curtis & Sons

Inv. 6161405-00				
10/14/14	FD Svc Perform on SCBA	101-5010-5011-8134-000		1,225.00
Ck. 12/03/14 186089	Total			1,225.00

Lance,Soll, & Lunghard, LLP

Inv. 12741				
11/17/14	2014 City Audit & Successor Ag	227-7200-7210-8170-000		6,300.00
11/17/14	2014 City Audit & Successor Ag	500-3010-3012-8170-000		7,280.00
11/17/14	2014 City Audit & Successor Ag	101-3010-3041-8170-000		10,920.00
Ck. 12/03/14 186090	Total			24,500.00

Leh, Robert

Inv. 00000008				
11/12/14	Sr. Center Mind Workshop 10/1-	101-8030-8021-8267-000		300.00
12/03/14 186091	Total			300.00

Life-Assist Inc.

Inv. 691978				
10/30/14	FD Medical Supplies	101-5010-5011-8025-000		98.36
Inv. 692056				
10/30/14	FD Medical Supplies	101-5010-5011-8025-000		52.43
Inv. 692107				
10/31/14	FD Medical Supplies	101-5010-5011-8025-000		330.89
Inv. 692748				
11/06/14	FD Medical Supplies	101-5010-5011-8025-000		656.87
Ck. 12/03/14 186092	Total			1,138.55

Marin, Mirta

Inv. 36607				
11/13/14	Refund Overnight Parking Permi	101-0000-0000-4460-000		55.00
Ck. 12/03/14 186093	Total			55.00

McIntosh, Deborah

Inv. 12/19/14				
11/19/14	Tis the Season Presentation	101-8030-8021-8020-000		100.00
Ck. 12/03/14 186094	Total			100.00

Mike Roos & Company

Inv. 5142K				
10/31/14	Strategic Plan & Consult Svcs	101-2010-2021-8170-000		3,000.00
Ck. 12/03/14 186095	Total			3,000.00

LC Inc.

Inv. 0000354477				
10/31/14	Main Computer Catfloguing Svcs	101-8010-8011-8110-000		1,460.56
Ck. 12/03/14 186096	Total			1,460.56

Onyx Architects

Inv. 20763				
10/31/14	Architectural Design Svcs 10/1		255-9000-9222-9222-200	5,685.00
Ck. 12/03/14 186097	Total			5,685.00

Osz Technologies

Inv. 10083				
11/15/14	General Computer Support 11/1-		101-3010-3032-8170-000	9,067.50
Inv. 10084				
11/15/14	Computer Equipment		105-3010-3032-8530-000	292.57
Ck. 12/03/14 186098	Total			9,360.07

Palmieri, Michael

Inv. 11/3-7/14				
11/19/14	Reimb. PD Training Expense		101-4010-4011-8100-000	350.24
Ck. 12/03/14 186099	Total			350.24

Parada, Thomas

Inv. Fall 2014				
11/06/14	Instructor Basketball Class		101-8030-8032-8267-000	32.50
Ck. 12/03/14 186100	Total			32.50

Pasadena Lawnmower's Shop

Inv. 182				
11/01/14	Repair FD Chainsaw		101-5010-5011-8110-000	59.94
Ck. 12/03/14 186101	Total			59.94

Pasadena Weekly

Inv. 314268				
11/06/14	Advertising 11/6 & 11/11/14		101-8010-8011-8050-000	215.00
Ck. 12/03/14 186102	Total			215.00

Pasco Doors

Inv. P# 12155				
09/11/14	Annual Preventive Maint. Swing		101-8030-8021-8120-000	280.00
Ck. 12/03/14 186103	Total			280.00

Pitney Bowes Global Fin. Svc L

Inv. 8346314-SP14				
11/13/14	Postage Meter Lease		101-2010-2011-8110-000	43.21
11/13/14	Postage Meter Lease		101-2010-2013-8110-000	43.21
11/13/14	Postage Meter Lease		101-1020-1021-8110-000	43.21
11/13/14	Postage Meter Lease		101-6010-6011-8110-000	43.21
11/13/14	Postage Meter Lease		101-5010-5011-8110-000	43.21
11/13/14	Postage Meter Lease		500-6010-6710-8110-000	43.22
11/13/14	Postage Meter Lease		500-3010-3012-8110-000	86.43
11/13/14	Postage Meter Lease		101-7010-7101-8110-000	129.64
11/13/14	Postage Meter Lease		101-3010-3011-8110-000	172.85
11/13/14	Postage Meter Lease		101-4010-4011-8110-000	216.07
Ck. 12/03/14 186104	Total			864.26

Post Alarm Systems

Inv. 735848				
11/05/14	WMB Monitoring Fee 12/14		101-8030-8031-8180-000	42.95
Ck. 12/03/14 186105	Total			42.95

Quintero, Samantha

Inv. R54030				
11/18/14	Refund Eddie Park House Deposi		101-0000-0000-2925-001	15.00
11/18/14	Refund Eddie Park House Deposi		101-0000-0000-4850-000	55.00

11/18/14	Refund Eddie Park House Deposi	101-0000-0000-2920-001	250.00
Ck. 12/03/14 186106	Total		320.00
Quiroz, Patty			
Inv. R54029			
11/18/14	Refund WMB Deposit 11/8/14	101-0000-0000-2920-000	462.50
Ck. 12/03/14 186107	Total		462.50
Ronnie, Matthew			
Inv. 11/19/14			
11/20/14	Reimb. PD Training Expense	101-4010-4011-8200-000	25.76
Ck. 12/03/14 186108	Total		25.76
Roth Staffing Companies			
Inv. 13059904			
11/14/14	Temp Employee w/e 11/9/14	101-3010-3011-8170-000	199.80
11/14/14	Temp Employee w/e 11/9/14	500-3010-3012-8170-000	599.40
Inv. 13062701			
11/21/14	Temp Employee w/e 11/16/14	101-3010-3011-8170-000	159.84
11/21/14	Temp Employee w/e 11/16/14	500-3010-3012-8170-000	479.52
Ck. 12/03/14 186109	Total		1,438.56
Ryan's Express			
Inv. 18694			
12/11/14	Sr. Center Trip Bus Transport-	205-8030-8025-8180-000	1,331.00
Ck. 12/03/14 186110	Total		1,331.00
..V. Newspaper Group			
Inv. 0010576859			
10/31/14	Notice of Unclaimed Funds	101-3010-3011-8020-000	347.24
Ck. 12/03/14 186111	Total		347.24
Safety Kleen			
Inv. Ref#65283586			
11/03/14	Hazardous Waste Disposal	230-6010-6116-8020-000	250.46
Ck. 12/03/14 186112	Total		250.46
SC Fuels			
Inv. 0210376			
11/05/14	Fuel for City Vehicles	101-2010-2011-8100-000	156.21
11/05/14	Fuel for City Vehicles	101-6010-6011-8100-000	156.21
11/05/14	Fuel for City Vehicles	101-7010-7101-8100-000	156.21
11/05/14	Fuel for City Vehicles	101-5010-5011-8100-000	624.83
11/05/14	Fuel for City Vehicles	101-4010-4011-8100-000	6,717.02
Ck. 12/03/14 186113	Total		7,810.48
Snider, Owen Cliff			
Inv. 11/10/2014			
11/10/14	Reimb. Paramedic License	101-5010-5011-8200-000	250.00
Ck. 12/03/14 186114	Total		250.00
Staples Business Advantage			
Inv. 3242819021			
09/18/14	Library Office Supplies	101-8010-8011-8000-000	410.92
Inv. 3243313423			
09/24/14	Library Office Supplies	101-8010-8011-8000-000	37.49
Inv. 3244854312			
10/04/14	Library Office Supplies	101-8010-8011-8000-000	115.31
Inv. 3244854313			
10/04/14	Library Office Supplies	101-8010-8011-8000-000	4.57

Inv. 3246194859				
10/23/14	CMO, CC & PW Office Supplies	101-1020-1021-8000-000		10.10
10/23/14	CMO, CC & PW Office Supplies	101-2010-2011-8000-000		10.10
10/23/14	CMO, CC & PW Office Supplies	101-6010-6011-8020-000		10.10
10/23/14	CMO, CC & PW Office Supplies	101-2010-2011-8020-000		177.17
Inv. 3246194860				
10/23/14	CMO, CC & PW Office Supplies	101-2010-2011-8020-000		132.63
Inv. 3246270539				
10/24/14	Rec Office Supplies	101-8030-8031-8000-000		39.81
Inv. 3246573755				
10/25/14	Sr. Center Office Supplies	101-8030-8021-8000-000		47.06
10/25/14	Sr. Center Office Supplies	101-8030-8031-8000-000		89.20
Inv. 3246573756				
10/25/14	Sr. Center Office Supplies	101-8030-8021-8000-000		6.53
Inv. 3246731540				
10/29/14	CMO, CC & PW Office Supplies	101-2010-2011-8020-000		8.61
10/29/14	CMO, CC & PW Office Supplies	101-2010-2011-8000-000		137.53
Inv. 3247689141				
11/01/14	CMO, CC & PW Office Supplies	101-2010-2011-8020-000		7.94
11/01/14	CMO, CC & PW Office Supplies	101-2010-2011-8000-000		52.22
Inv. 3247689142				
11/01/14	CMO, CC & PW Office Supplies	101-2010-2011-8000-000		16.34
Inv. 3247689146				
11/01/14	Sr. Center Office Supplies	101-8030-8021-8000-000		70.89
Inv. 3247973647				
11/07/14	Library Office Supplies	101-8010-8011-8000-000		131.51
Inv. 3248368661				
11/12/14	FD Office Supplies	101-5010-5011-8000-000		191.87
Inv. 3248368672				
11/12/14	Sr.Center Office Supplies	101-8030-8021-8000-000		132.28
Inv. 3248368674				
11/12/14	Sr.Center Office Supplies	101-8030-8021-8000-000		93.40
Ck. 12/03/14 186115	Total			1,933.60
Superior Court of CA, County o				
Inv. October 2014				
11/12/14	Court Fees October 2014	101-0000-0000-4610-000		6,345.50
Ck. 12/03/14 186116	Total			6,345.50
The House of Printing, Inc.				
Inv. 148562				
10/16/14	Library Busn Cards	101-8010-8011-8000-000		147.43
Ck. 12/03/14 186117	Total			147.43
Time Warner Cable				
Inv. 008 0011783				
11/19/14	Camp Med Internet 11/19-12/18/	101-8030-8031-8180-000		83.13
Ck. 12/03/14 186118	Total			83.13
Toor, Paul				
Inv. 11/13/14				
11/13/14	Reimb. Interview Panel Lunch	101-6010-6601-8120-000		71.93
Ck. 12/03/14 186119	Total			71.93
Top Billing Entertainment				
Inv. 12/18/14				
11/10/14	Sr.Center Christmas Lunch Ente	101-8030-8021-8020-000		220.00
Ck. 12/03/14 186120	Total			220.00

Toro Enterprises Inc.

Inv. #28202				
11/10/14	Refund Construction Meter Dep.	500-0000-0000-2984-000		739.30
Ck. 12/03/14 186121	Total			739.30

UCLA Center for Prehospital Ca

Inv. 1070				
11/01/14	FD Paramedic Training	101-5010-5011-8170-000		1,878.95
Ck. 12/03/14 186122	Total			1,878.95

United Site Services, Inc.

Inv. 114-2253070				
08/19/14	PortableToiletSvc-SkatePrk8/19	101-8030-8032-8180-000		263.27
Inv. 114-2408740				
10/14/14	PortableToiletSvc-SkatePrk10/1	101-8030-8032-8180-000		263.27
Ck. 12/03/14 186123	Total			526.54

V & S Pasadena Inc. - AAMCO

Inv. 141585				
10/29/14	Van #74 A/C Maint. Repair	205-8030-8025-8100-000		1,300.00
Inv. 141694				
11/17/14	Van# 74 Maint Repair	205-8030-8025-8100-000		670.00
Ck. 12/03/14 186124	Total			1,970.00

Valley Power Systems Inc.

Inv. 119012 013070				
11/19/14	Emergency Repairs Made RA-81	101-5010-5011-8100-000		719.58
12/03/14 186125	Total			719.58

Vargas, Stephanie

Inv. R54028				
11/18/14	Refund WMB Deposit	101-0000-0000-2920-000		500.00
Ck. 12/03/14 186126	Total			500.00

Vasily Company Inc

Inv. #2805				
11/10/14	Refund ConstructionMeter Dep-1	500-0000-0000-2984-000		788.40
Ck. 12/03/14 186127	Total			788.40

Verizon Wireless

Inv. 9734466757				
10/26/14	City IPAD's 9/27-10/26/14	101-3010-3011-8150-000		38.01
10/26/14	City IPAD's 9/27-10/26/14	101-2010-2011-8150-000		76.02
10/26/14	City IPAD's 9/27-10/26/14	101-5010-5011-8150-000		187.50
Inv. 9734466758				
10/26/14	PD Air Cards 9/27-10/26/14	101-4010-4011-8150-000		759.80
Ck. 12/03/14 186128	Total			1,061.33

Vision Electric Wholesale Inc.

Inv. 17445				
10/02/14	MissionMerian Light Electrical	226-2010-2029-8020-000		92.19
Inv. 17469				
10/02/14	MissionMerian Electrical Suppl	226-2010-2029-8020-000		178.30
Ck. 12/03/14 186129	Total			270.49

ion Internet Providers Inc.

Inv. 28858				
11/17/14	Web Hosting Monthly Fee 11/14	101-3010-3032-8020-000		210.00
Ck. 12/03/14 186130	Total			210.00

Vortex Industries, Inc

Inv. 03-878613-1				
11/13/14	Emergency Repair FD Apparatus	101-5010-5011-8120-000		277.59
Ck. 12/03/14 186131	Total			277.59

VR Auto Repair

Inv. 184761				
11/11/14	PD Unit# 1112 Tire Change	101-4010-4011-8100-000		25.00
Ck. 12/03/14 186132	Total			25.00

Vulcan Materials Co. & Affilia

Inv. 70564553				
10/24/14	Cold Mix	500-6010-6710-8020-000		527.53
10/24/14	Cold Mix	230-6010-6116-8020-000		527.54
Ck. 12/03/14 186133	Total			1,055.07

West Coast Arborists, Inc.

Inv. 100447				
10/15/14	Tree Trimming @ Graves 10/1-15/	500-6010-6711-8020-000		1,485.00
Ck. 12/03/14 186134	Total			1,485.00

Western Graphix

Inv. 44453				
11/04/14	PD ID Cards	101-4010-4011-8020-000		86.84
Ck. 12/03/14 186135	Total			86.84

Wittman Enterprises LLC

Inv. 14010059				
11/14/14	Paramedic Payment 10/14	101-0000-0000-5290-001		4,120.95
Ck. 12/03/14 186136	Total			4,120.95

Y Tire Sales

Inv. 115530				
11/10/14	FD Tires for RA-81	101-5010-5011-8100-000		477.65
Ck. 12/03/14 186137	Total			477.65

Zavala, Jeanette

Inv. 11/11/14				
11/19/14	Reimb. PD Training Expense	101-4010-4011-8200-000		8.40
Ck. 12/03/14 186138	Total			8.40

Zee, Yuet

Inv. November 2014				
11/06/14	Instructor Line Dance Class	101-8030-8032-8267-000		93.60
Ck. 12/03/14 186139	Total			93.60

Total				659,807.42
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ATTACHMENT 4
Payroll 11-21-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 11.21.14

Account Number	Account Name	12.03.14
101-0000-0000-1010-000	General Fund - Payroll cash	777,716.16
	Other Withholding Payables	\$ 458,670.19
101-0000-0000-1010-000	Net General Fund - Payroll Cash	319,045.97
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	7,953.29
207-0000-0000-1010-000	Prop C - Payroll Cash	8,504.59
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	14,391.58
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C:	13,644.74
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	9,915.43
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	21,570.89
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	4,233.02
310-0000-0000-1010-000	Sewer Capital Projects Fund	173.85
500-0000-0000-1010-000	Water Fund - Payroll Cash	65,238.45
700-0000-0000-2210-000	Internal Revenue Service	91,911.44
700-0000-0000-2230-000	Internal Revenue Service	20,797.68
Total Checks & Direct Deposits		577,380.93
Checks		31,551.49
Direct Deposits		433,120.32
I.R.S Payments		112,709.12
		<u>577,380.93</u>
To 700		891,790.51
Other PR Payable		458,670.19
ACH Payable		<u>433,120.32</u>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 12.03.14

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
City of South Pasadena	P/R/E 11/16/14	ACH	227.0000.0000.1010.000	Payroll PE 11.16.14	\$ 9,915.43
Pers Health Insurance	P/R/E 11/16/14	185992	227.7200.7210.7131.000	Health Ins Dec-14	\$ 320.88
Lance, Soll & Lunghard	12741	186090	227.7200.7210.8170.000	2014 City Audit & Successor Agency	\$ 6,300.00

RSA Report Total

\$ 16,536.31

Marina Khubesrian, M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



David Batt, Agency Treasurer

Item No. 11

“First Reading and Introduction of an Ordinance Amending the Procedure for Requesting Review of Decisions by the Design Review Board, Cultural Heritage Commission, and Planning Commission, and Amending Who May Appeal Code Enforcement Decisions by the Director of Planning and Building” has been pulled from the 12/03/2014 City Council Agenda until further notice

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City of South Pasadena Agenda Report

*Marina Klubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: December 3, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *HS*
FROM: Hilary Straus, Assistant City Manager *HS*
Christopher Castruita, Management Aide *CC*
SUBJECT: **Award of Contract to Acorn Technology Corporation for
Information Technology Services**

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Acorn Technology Corporation for information technology (IT) services.

Fiscal Impact

During the past five years, the City has spent on average about \$185,450 on its IT services agreement. Based on the proposed staffing configuration with Acorn, the City is anticipating that it will spend significantly less than the average annual amount though FY 2016-17. Costs will vary year-to-year based upon the amount and type of work to operate, maintain and manage the City's IT assets. Costs for work under this agreement will be billed based upon hourly rates set forth in the agreement through June 30, 2017. Thereafter, billing rates will be adjusted as proposed by Acorn and agreed upon by the City. There are sufficient funds for IT services in the budget.

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Background

As part of the City Council's Strategic Plan, staff has been tasked with reviewing the City's IT program with a goal of identifying recommendations for improvements from cost and service delivery perspectives.

One aspect of the IT program improvement and review, includes the remodeling of the City's IT server room, storage and office space. That remodel is currently underway, and will be completed during the first quarter of 2015.

Coinciding with a review of IT operations, due to a variety of reasons, the City's current IT services firm, OsZ Technologies, has decided to wind down its business. The City of South

Pasadena has been OsZ's only client for several years.

In reviewing options, staff is recommending that the City remain with a contract staffing model for operations for the time being. To that end, the City issued a Request for Proposals (RFP) for IT Services in September 2014, and received nine proposals from qualified firms. An interdepartmental proposal review team with representatives from Administration, Police, Fire, Planning and Building, City Clerk's Office and Finance reviewed the proposals, and is recommending that the City enter into an agreement with Acorn Technology Corporation based on an assessment of the firm's: 1) relevant municipal experience; 2) depth of staff; 3) ability to balance the needs of all departments, recognizing the needs and complexities of the City's "power users," such as Public Safety and Library; and 4) understanding of other requested services in the RFP, such as management of the City's telecommunications program and copier leases.

The City currently maintains 15 servers, 165 workstations at eight separate locations, 43 mobile devices, and over 25 key software packages, servicing major business functions. Also, the City maintains a "plain old telephone system" (POTS) telecommunications system with 580 lines as well as the Police Department's 911 emergency dispatch center.

Analysis

The proposal from Acorn Technology includes the following major elements:

- Provision of one full-time on-site IT Analyst, providing day-to-day technical support of the City's computer network;
- Provision of a part-time IT Manager (averaging 20 hours per month), providing overall network administration, managing the IT Analyst, overseeing complex projects, strategic planning and working with an inter-departmental IT Users Group that the City is establishing;
- Provision of additional staffing/technical resources on an as-needed basis for vacation, sick relief, peak workload and special projects, through an agreed-upon hourly billable rate in the agreement.

Staff will continue to assess IT services from both staffing and cost perspectives. Additional recommendations concerning staffing and other program elements may be forthcoming.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

CITY OF SOUTH PASADENA

**PROFESSIONAL SERVICES AGREEMENT
WITH
ACORN TECHNOLOGY CORPORATION**

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of December, 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and ACORN TECHNOLOGY CORPORATION ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide information technology ("IT") services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" ("Scope of Services") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the "Scope of Services" attached hereto and incorporated into this Agreement as Exhibit "A."

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, Consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise

City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the time frame hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of the personnel set forth in Exhibit "A", who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. For performing and completing services Pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as provided below:

City will pay the following to the Contractor for services performed:

Professional Fees:

Consultant's billable hourly rate shall be as set forth in Exhibit "A.". Consultant agrees to maintain billable hourly rates at the amounts set forth in Exhibit A through June 30, 2017. Consultant shall notify the City Representative, in writing, at least four months in advance of a proposed rate increase.

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.3. Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

Consultant shall submit invoices to the City at the following address:

Assistant City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.4. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be

maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on December 4, 2014 ("Effective Date") and shall remain in effect through June 30, 2020, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with ninety (90) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. If the effective date of the termination is other than the anniversary date of this Agreement and any services rendered for the partial year have been billed at the annual rate set forth in Exhibit "A" then payment for such services shall be adjusted to the Monthly Rate set forth in Exhibit "A." Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from

Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit "B" attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Donald H. Dye, President and CEO, of Consultant or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and

(g) Work directly with the Consultant in the performance of this Agreement. Notwithstanding the above, all of Consultant's employees shall solely take direction from Consultant with regard to what they do and how they do it and shall at all times be supervised by Consultant.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Donald H. Dye, Pres. & CEO
Acorn Technology Corporation
1960 Chicago Avenue,
Suite E9
Riverside, CA 92507

IF TO CITY:

Sergio Gonzalez, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to , indemnify, hold free and harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees and volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related

to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a

result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9 Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not

limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.24. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.26. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant. Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

Dated: _____

ACORN TECHNOLOGY CORPORATION

By: _____
Donald H. Dye, President & CEO

Federal ID No. 33-0939330

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

EXHIBIT "A" - SCOPE OF SERVICES



November 7, 2014

Hilary M. Straus
Assistant City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030-3214

Re: Information Technology Services- EXHIBIT A

Dear Mr. Straus:

This letter serves as Acorn Technology Corporation (Acorn)'s submittal, requesting that the City of South Pasadena evaluates our attached Exhibit A, which details our Scope of Services, Key Issues, Budget and Schedule in accordance with the Information Technology Services as outlined in the City of South Pasadena's Request for Proposal, released September 9, 2014.

Acorn was founded in 2000, and is located in the Riverside Business Technology Park, Riverside, California. Our team, of 36+ members, has extensive experience in providing Information Technology Services, including but not limited to managed IT Services; desktop support; and IT system design, sourcing, installation, monitoring and maintenance. For over 10 years, Acorn has maintained and operated two of its own data centers, provided wireless communication networks to Southern California businesses, designed, built and maintained IT networks for business entities ranging from just a few employees to several hundred employees.

Our philosophy has been to operate as the "outsourced" IT department for our customers. This means that when we acquire equipment or software for the customer, we do not mark up the price anymore than an internal IT department would mark up the price to its employer. Most of our clients are charged a monthly fee that encompasses all of our services as opposed to a "time and material" method of charging. This approach assures our customers that our objectives are aligned: "when the customer has fewer problems, Acorn makes more money;" as opposed to the opposite that Acorn makes more money the more problems the customer has. Even though our proposal is for an hourly rate plus actual costs, we will bring this same philosophy to the City of South Pasadena.



Acorn is a small company in comparison to many of our competitors, which means that a problem can be brought quickly to the CEO's attention, if necessary. This close, hands-on approach to Acorn's customers assures that no problem exists very long without resolution. Our goal, however, is to anticipate problems and deal with them before our customer is even aware of their existence. This requires an intimate understanding of how our customer uses IT and a close working relationship with all of the customer's users of IT. Our experience is that Acorn is uniquely qualified to deliver this level of service. As you will see from contacting our references, that what is represented in this regard is supported by our existing customers' experiences.

The Acorn team understands the expectations of this contract. After an initial evaluation, Acorn will fully comprehend the City of South Pasadena's needs and will work with the City to meet these needs in the shortest time and most cost effective manner that we can.

I look forward to meeting you and having the opportunity to work with you in our joint efforts to provide the City of South Pasadena with the quality and reliability of information technology services that it seeks and deserves.

Sincerely,
Acorn Technology Corporation

A handwritten signature in black ink, appearing to read "Donald H. Dye", written in a cursive style.

Donald H. Dye
President & CEO
ddye@acorntechcorp.com



Scope of Services

In accordance with the requirements and objectives defined in the RFP, Acorn proposes to provide Information Technology Services to the City of South Pasadena. Acorn will act as a single point of contact for the City's IT support needs.

Acorn will be responsible for administering and maintaining the City's computer network; act in the capacity of an IT Helpdesk; provide support for all mobile devices; provide leadership for and administer the City's telecommunications system; provide 24/7 support for the City Police Department Dispatch Center; and assume administration and coordinate maintenance for all City copiers/scanners/printers. Acorn also understands that onsite support staff must pass the California Department of Justice required background check in order to support the police systems. Acorn will also provide on-site technician(s) to meet the various needs of the City users.

To facilitate the delivery of the services noted within the Scope of Work, Acorn will utilize a suite of applications designed to provide complete management of Managed Desktop Service including but not limited to: ticketing, tracking, problem management, call escalation management, dispatching, knowledge management, warranty tracking, inventory tracking, self-help, self-healing, monitoring, alerts management, remote support and reporting.

Key Issues

Connectivity

Scope of Services: As a wireless ISP provider and data center ISP, Acorn is well versed in the challenges and advantages of having quality connectivity to facilitate organizational communication and data sharing. In addition to Acorn's experience as an ISP, it works with ISP on behalf of its customers on a daily basis using a wide variety of technologies to achieve connections such as: DSL, Cable, Fiber, Radio, Satellite and point-to-point wireless.

To address the City's needs, Acorn will evaluate and research the options and provide cost effective recommendations to facilitate the City's needs for connectivity between its sites. Upon the City selecting a solution, Acorn will submit to the City a budget detailing time and material and 3rd party costs for approval. In conjunction with the City, Acorn will develop a plan and implement the solution. Some possible options to meet the City's needs include:

- Point-to-point wireless connections utilizing City owned equipment and antennas
- Separate internet connectivity at each site with secure VPN tunnels
- MPLS connections provided by local ISPs.
- Negotiating with TW Cable for better rates

Budget: Acorn will do the evaluation, planning and development of a Connectivity plan for a flat fee of \$1000. The plan will provide alternative solutions, time-line for implementation, and costs.

Schedule: Acorn's plan, budget and schedule will be submitted to the City within 45-days after execution of contract, or February 1, 2015, whichever is later.





Hardware & Software Upgrades

Scope of Services: Acorn Technology Corporation has very good relationships with software and hardware vendors. As a Microsoft and Dell partner, it receives priority service, discounts and benefits that are not available to the public. Specific to the needs of the City, Acorn has significant experience in working with customers to upgrade and replace aging hardware and software. Acorn understands that the City is not in a position to perform all necessary upgrades and replacements at one time, so Acorn will work with key leaders at the City to evaluate, prioritize, design, budget and implement new solutions.

Acorn will provide a complete inventory of all hardware and software, along with a proposed schedule for replacement and/or upgrade, costs, and budget that will accommodate the City's available funding ("Plan"). The plan will be based on Acorn's assessment, evaluation, and prioritization of systems.

Some approaches to address the need for hardware upgrades could include:

- Incremental hardware replacements based on priorities.
- A consolidation of servers through virtualization, thereby reducing hardware costs.

Budget: There is no cost for the development of the replacement plan. Acorn will work with the City to assess, evaluate and to prioritize the necessary replacements. Acorn does not mark up any hardware or software purchases. The City can pay actual cost of necessary hardware/software replacements directly to vendor, or Acorn can process the purchase on the City's behalf.

Schedule: Once Acorn technicians better understand the City's network and infrastructure we will develop a prioritization plan. Once the scope of hardware and server replacements are better defined, Acorn will evaluate a payment plan that works within the City's budget. Acorn's plan, budget and schedule will be submitted to the City within 45-days after execution of contract, or February 1, 2015, whichever is later.

Enterprise Licensing

Scope of Services: Acorn Technology Corporation is well experienced with handling Microsoft Volume Licensing and Enterprise Licensing for our customers. Having a Volume License account provides a one-stop-shop for Server and Workstation software licenses. It's easy to manage and provides a centralized place to view, add, and access software purchased. Microsoft keeps track of the activations of each product, so you will never over deploy and be in license violation. With a volume license account, you no longer need to track and keep physical media, as it is available 24/7 in the cloud.

More importantly, customers who qualify can attain software assurance through volume licenses and Enterprise licensing agreements. This allows organizations to have the next version of software released by Microsoft at no additional costs. While initially more expensive, it reduces the overall lifetime costs of software. This can be implemented incrementally to spread costs out over time for





the City.

Acorn will work within the interest of the City to utilize what licenses the City has existing and useable, and replace as necessary. Acorn will evaluate existing licensing and work to acquire software as needed by working with Microsoft, or a third-party vendor, to move the City to Enterprise licensing in a staged approach.

In an effort to illustrate an innovative solution, Acorn is willing to provide the City of South Pasadena software as a service (SAAS); whereby Acorn can provide the City with necessary Microsoft and other software for a flat monthly fee.

Budget: There is no cost for the development of the replacement plan. Acorn will work with the City to assess, evaluate and to prioritize the necessary replacements. Acorn does not mark up any hardware or software purchases. The City can pay actual cost of necessary hardware/software replacements directly to vendor, or Acorn can process the purchase on the City's behalf.

Schedule: Plan, budget and schedule to be submitted to City within 45 days after execution of contract, or February 1, 2015 whichever is later.

Telephone Systems

Scope of Services: Acorn Technology has experience with a variety of hosted and non-hosted VoIP systems, including configuring and maintaining multi-site enterprise level phone systems. With that experience comes beneficial knowledge to assist customers in understanding the pros, cons, features, and benefits of various VoIP systems. Acorn will work with the City to evaluate its specific needs and will facilitate demonstrations and presentations by various providers to demonstrate various systems to the City. These demonstrations combined with Acorn's recommendations, will allow the City to make an informed decision.

Acorn will work with all third party vendors in the design, implementation, and on-going support of the VoIP system. To facilitate the purchase of this system the City could take advantage of Acorn's Hardware as a Service program where customers pay a manageable monthly fee and all hardware is replaced on a replacement schedule acceptable to the customer.

Budget: Acorn will do the evaluation, planning and development of a telephone system plan for a flat fee of \$1000. Implementation time, materials and 3rd party costs will be included as part of this plan.

Schedule: Plan, budget, and schedule to be submitted to the City within 75-days after execution of contract; or March 1, 2015, whichever is later.

IT Users Group/Tech Meeting

Scope of Services: Acorn will facilitate monthly IT user's group meetings with representatives from each City department. These meetings will be to identify, assess, prioritize, and implement IT





projects for the City. Acorn will also monitor and evaluate resources for these projects as well as for the day-to-day support the City requires. Per the City's recommendation, Acorn will also evaluate joining the Municipal Information Systems Association of California (MISAC) so that Acorn can be kept up-to-date on developments in the IT industry that specifically relate to the City's compliance with standards and practices for municipalities.

Budget:

No additional charge.

Schedule:

- Staff Report & Contract- 11/21/14
- Award of Contract/Council Meeting- 12/03/14
- Start Date: 12/08/14
- Initial IT Users Group/Tech Meeting: TBD by City

Potential Additional Services

South Pasadena Police Department Special Projects

Below is a list provided by Acting Captain Mike Neff that the South Pasadena Police Department has identified as special projects, as well as current and ongoing projects that need to be evaluated and addressed. Based on direction from the City & SPPD, Acorn will determine whether or not it has the requisite skill to address these projects and, as appropriate, provide a detailed scope of services, budget and schedule.

SPPD Pending Projects	Scope	Schedule
2F-Mobile Upgrade (DOJ)	DOJ requirement, 2-Factor Authentication, 10-mobile units, card reader, fingerprints	Priority 1. September 2014, Not compliant, Received extension
Server Upgrade	Upgrade from Win Server 2003 to 2012. Will no longer be supported by Microsoft.	Priority 2. Prior to April 2015
911-Mapping "Part of State 911"	S/W Upgrade, Upgrade 911 to latest config. Install AT&T 'mapping'- map database, 911 by text	Priority 3. Filed extension with State. Needs to upgrade Communication Center.
Dispatch Upgrade "State 911"	(Part of 'State 911' above)	TBD
Mobile Units Upgrade	Features not supported upgrade H/W & S/W from 2003 Server. Server needs upgrade.	TBD
Blue Check Install	PD wants to implement. Review vendors & cost.	TBD
CFS CAD/RMS Upgrade "Public Online"	Maintain with Company. Current Server can't support.	TBD
Scanning Profiles Updated	Need configured	TBD





EXHIBIT A

Employees Added/Updated	Profiles	Need to add/delete and customize employee profiles	TBD
Palantir Software "JRIC"		Program through County. Detective Resource. Web-based app. Coordinate what requirements are.	TBD
Coplink Data Upload "LASD"		Program Record Info. D/L's to database, Intel needs upgraded.	TBD
Desk Computers Install		Installation and configuration of desktops	TBD
Off Site Data Storage		Tapes backup every night. Need offsite Datacenter. Not compliant. Replace tapes with Server upgrade.	TBD
Body Worn Cameras		Viewu- records audio and visual. USB to local workstations, upload to servers. Want to upgrade server storage and add more cameras.	TBD
Review of In-Car Video		Review what vendors, solutions to support handheld cameras.	TBD
"ALPR" County Data Base		Auto License Plate Reader on PD cars, upload data to County database for others to use. Adding 3 more car kits. Might requikets, are a server storage upgrade. Wireless from cars-uploads to PD server	TBD
Moving Citation Writers		Handheld device, writes tickets, auto-uploads to database. PD wants to beta-test.	TBD
Front Count Computer		Need to replace older computers. 70%/30% Win7/XP. 26 total computers, 10 in field.	TBD
Watch Cmdr. Schedule		Upgrade Scheduling application. Version not supported.	TBD
Ring 911 (Multi-Agency)		State funded communications center. If phones go down, they can be transferred to another City, but business phones do not.	TBD
Data 911 (Multi-Agency)		Records Management. Standardize data systems between cities	TBD
SPPD Current/Ongoing Projects			Schedule
CAD/RMS "End2End"		SPPD has not defined yet.	TBD
Mobile CAD/RMS "End2End"		SPPD has not defined yet.	TBD
911/Vesta "AT&T"		System for 911 that routes calls to nearest PD	TBD
Orion Mapstar "AT&T"		Dispatcher can see callers GPS coordinates	TBD
CLETS/NCIC/JDIC "LASD"		SPPD has not defined yet.	TBD





EXHIBIT A

PIPS Technology/ALPR	License plate reader, profiles and connections	TBD
Electronic Satellite Pursuit	Setting up profiles	TBD
E-Scars "LA DA Office"	Setting profiles & updates	TBD
Voice Print	SPPD has not defined yet.	TBD
Telex Radio "Commline"	Commline is the company that supports radios	TBD
Electronic Subpoenas	Setting up profiles	TBD
Parking Permits Purchase Online	SPPD has not defined yet.	TBD
Police Reports Purchase Online	SPPD has not defined yet.	TBD
File Police Reports Online	SPPD has not defined yet.	TBD
Electronic Document Archiving	SPPD has not defined yet.	TBD
Wincite	SPPD has not defined yet.	TBD
Bluecheck "LASD"	SPPD has not defined yet.	TBD
Intersect	SPPD has not defined yet.	TBD
PIMS "LA DA's Office"	SPPD has not defined yet.	TBD
LACRIS	SPPD has not defined yet.	TBD
VieVu Cameras "Server"	SPPD has not defined yet.	TBD
C-Stars	SPPD has not defined yet.	TBD
Electronic Parking Citations	SPPD has not defined yet.	TBD
Station Surveillance Video	PD wants to use IP cameras	TBD
Nixle	SPPD has not defined yet.	
Social Media	SPPD has not defined yet.	
iPads / Phones	They have flip phones they want to replace with Smartphones upgrade Ipad s/w on server	
Sokkia Total Station	SPPD has not defined yet.	
3SI Tracking	Grant tracking	
Employee Profile Set-ups	SPPD has not defined yet.	
Lojack "Patrol Units"	SPPD has not defined yet.	





Scope of Services- General

In addressing the key issues noted above, Acorn prides itself in its ability to provide high quality service levels by implementing industry standards and best (good) practices. These practices allow us to provide a quality approach to IT Service Management (ITSM) through the adoption of the Information Technology Infrastructure Library (ITIL) framework. Acorn's attentiveness to recommendations by industry leaders, vendors, local, state, federal and regulatory boards and organizations allow us to stay abreast of evolutionary changes and trends that as adopted, translate to an ongoing high quality of service.

Best Practices and recommended guidelines are implemented but not limited to the following:

Managed Desktop Services

- Monitoring services and service levels
- Performance reporting
- Maintaining operational knowledge bases
- Performance tuning and monitoring
- Perform routine maintenance tasks
- Manage updates, patches/ hotfixes, antivirus/anti-malware definitions
- Change Requests
- Configuration Management
- Hardware/Software Asset Management
- Maintain applicable audit procedures
- Record completion of works
- Quality Tracking
- Testing
- Training

Help Desk

- Maintain a single point of contact (SPOC)
- Maintain appropriate procedures to receive and respond to client calls
- Maintain data for the purpose to track, manage and report incidents and requests for service
- Provide the appropriate expert level of assistance
- Manage call escalation and resolution
- Manage the root cause analysis (RCA)
- Maintain an escalation contact list
- Maintain proper security procedures when responding to client calls





Security

- Implement the applicable procedures to provide the appropriate level of protective and compliancy measures to assets, data and information-handling systems to ensure that the Confidentiality, Integrity and Availability (CIA Triad) of the system is not compromised
- This is applied, but not limited to:
 - Password policies and procedures
 - Authentication
 - Authorization/Access controls (ACL)
 - Security incident reporting and management

End-user Satisfaction

- Obtain feedback from users regarding satisfaction with the services provided
- Communicate identified issues with services
- Ensures that monthly service levels meet customer needs
- Ensures appropriate action is implemented to correct any identified issues

Project Approach

Acorn's success is based on its flexibility to shape its services to meet the customer's needs. Acorn fully recognizes that the City of South Pasadena's needs may vary, and Acorn will adjust our services as needed.

In general terms Acorn believes the best approach to support and maintenance is through proactive monitoring, patching, and protection. The Acorn team takes great pains to ensure security patches are tested and deployed, malware is kept out of the systems, SPAM is eliminated, and monitoring of all systems are watched closely by live Acorn team members 24/7/365. However, even with the most proactive methods in place, support and repairs are still needed.

Detailed below, in more specific terms, is Acorn's approach that includes advanced planning and customization where needed and applicable, and hardware and software acquisition and disposition.

Acorn has already implemented and established a successfully functioning 24/7 Helpdesk. Acorn Technology Corporation has broken its technical service delivery into three specialized areas- Lab, Site, 24/7 Helpdesk.

Staffing

In conjunction with the technical staff located at Acorn's headquarters, Acorn will provide one or more employees to work at the City of South Pasadena's main office delivering service to all City locations. These staff members will maintain an IT work program that establishes priorities and balances the needs of all City Departments.

Ticket Generation & Tracking





Acorn Technology utilizes Autotask as its primary Helpdesk ticket management system. It consists of queues for Helpdesk, lab, and site where tickets are created and queued from the following sources:

- Incoming support call
- Email sent to Helpdesk@acorntechcorp.com
- Monitoring (Internal monitoring system)
- Continuum monitoring (RMM software)
- Internal request

All generated tickets are initially maintained and tracked in the Helpdesk queue. The Director of Operations responsibility is to monitor the queue and assign resources as necessary to ensure work is handled accurately and timely. Additionally, technicians are instructed to go into the queue as they complete tickets to work on the next ticket within the queue.

Call Handling

An incoming support call is answered and logged into Acorn's comprehensive ticketing system, by one of the onsite technicians. The technician will then work to resolve the caller's issue. If the City desires, Acorn can implement a policy whereby if the onsite technician is unavailable, the call can be routed to Acorn's 24/7/365 Helpdesk where an experienced technician can remotely address the user's needs.

Lab Process & Repair

When a PC or Server is brought into the on-site lab, it is racked into a KVM. Before any work or diagnosis is performed, machines are Ghosted (Full Backup). Once the backup image is confirmed, the ticket is reviewed and diagnostics/work is performed. If a hardware failure is diagnosed, the technician will determine if the equipment is under warranty. If the equipment is under warranty, the technician will contact the supporting vendor to arrange repair. If the equipment is not under warranty, the technician will contact the CSR to determine the next course of action. This may include researching and finding a replacement piece of equipment or pulling a spare from on-site inventory. Once work is complete, the ticket is updated with the work performed then audited by a different technician. When configuring new equipment for deployment, a ticket and install sheet are created. The install sheet contains a list of configurations and/or software requirements for the device. A technician checks off the items on the sheet as they are completed. When finished, notes are entered into the ticket and the sheet is audited by another technician.

Ticket Resolution

Helpdesk technicians are required to monitor the Helpdesk queue for all non-call generated tickets. Our goal is to minimize down time and restore service operation as soon as possible. Tickets are handled in FIFO order, by priority with high priority tickets handled first. The Director of Operations may increase priorities of tickets based on severity and user impact or to ensure SLAs are being met. Once a technician is working on an issue (call generated or not), they are required to follow the escalation procedure outlined below. Once the issue is resolved (and the user is satisfied), time, work performed and notes are entered into the ticket, and the ticket is closed.





Escalation Process

Initial incoming calls are fielded by the onsite IT Technician and if the onsite Tech is unable to resolve an issue in an adequate amount of time or has not made progress towards a solution after 15 minutes, the technician will work to escalate the issue to the next level of support, the IT Analyst. If the Analyst is unable to resolve the issue in a timely manner, then the issue will be directed to the IT Manager and the IT Manager will determine the best way to handle the issue. Most likely this involves either moving the issue to Acorn's special project team. The escalation process is closely monitored by the IT Manager. Problems with service raised by the City are identified by the IT Manager and corrected. Report metrics are reviewed periodically to ensure that ticket resolution is being provided in a timely manner and SLAs are being met.

Problem Management

It is the responsibility of the IT Manager to manage the lifecycle of all major problems. This includes: identifying the root cause, identifying recurring incidents and developing policy and procedure to prevent them from happening again. Details of these events are discussed with all technicians. If needed, policies and procedures are documented and updated. All details are noted in our wiki knowledgebase so they can be identified in the future and addressed quickly. In conjunction with manual monitoring of problems, our RMM tool provides automatic monitoring and automated ticket generation for issues that may be transparent to the user.

This advantage enables technicians to proactively identify underlying problems and catch them early before they negatively impact the user. All monitoring alert tickets are recorded so historic records can be reviewed and trends can be identified.

General Monitoring/Maintenance Plan

For all current City of South Pasadena inventory and any subsequent computers added to the System, Acorn will create and maintain the following systems, and perform the following activities per the following schedule:

1. **Apply Windows Update Patches**
Customer may use some software that may be negatively affected by Windows™ updates. Acorn shall evaluate the updates and if performance is acceptable, shall roll out patches across computers and servers. Roll out should occur within two weeks of the release of an update. Acorn will use its WSUS server or if the City prefers, use the City's WSUS server to manage and monitor the successful deployment of updates.
2. **Maintain Antivirus Definitions and Scan**
Acorn shall create and maintain a suitable anti-virus strategy, which will include installation and updates of new antivirus definitions and a weekly scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by Customer. Antivirus software shall monitor all servers, client machines, and e-mail. Acorn will use the server side interface of the customer's antivirus software





along with Continuum to manage and monitor the successful deployment of antivirus definitions and system scans.

3. Maintain Antispyware Definitions and Scan

Acorn shall create and maintain a suitable antispyware strategy, which will include installation and updates of new antispyware definitions and a periodic scan of the entire hard drive. Cost of software, if any, is additional and shall be borne by Customer. Antispyware software shall monitor all servers and computers. Acorn will use the server side interface of the customer's antispyware software to manage and monitor the successful deployment of updates antivirus definitions and system scans.

4. Maintain SPAM control

Acorn shall create and maintain a strategy for controlling unsolicited commercial e-mail (SPAM). SPAM control must extend to both local and remote users, and must allow for rescuing messages incorrectly categorized as SPAM. Acorn will use its Barracuda Spam filtering appliances to manage and monitor spam filtering for the customer.

5. Data Back Up for Disaster Recovery Strategy

Acorn can use a combination of open source tools like Rsync along with off-the-shelf products, combined with its own customized applications for managing and monitoring data backup. Acorn would be responsible for creating and deploying a comprehensive data back-up strategy with the following attributes:

- a. Comprehensive: Back up strategy includes all data from all servers for applications that have adequate back up functionality. Back up strategy will be designed to retain data on a sufficient basis to protect against a catastrophic system-wide failure. Currently, this strategy includes daily back-ups for seven (7) days; weekly back-ups for two (2) weeks. Acorn may change the schedule of back up, without notice to Customer, as it deems necessary to fulfill the back up strategy for disaster recovery.
- b. Automated: Back ups occur automatically with no user intervention, and little or no administrative intervention.
- c. Off-Site: Back ups are stored off Customer's site by direct network backup to a data center.
- d. Easily Restored: Back ups are stored so that they are easily and quickly restored.
- e. Back Up Schedule:

(1) Copy of all backed up data: As requested by Customer. Cost for process and media is additional and shall be borne by Customer

(2) Complete data back up, all servers: Weekly





(3) Differential data back up, all servers: Daily (nightly)

f. Document Retention Plan: The Disaster Recovery Strategy is not intended to be a Data Retention Plan ("DRP"). As requested by Customer, Acorn will develop and provide a DRP for the archival of Customer's critical data; however, this service is not included in this proposal and would be part of a separate agreement.

6. Disaster Recovery Solution

Acorn offers a solution for server/desktop backup and redundancy for the customer's network. Acorn can provide a viable solution to minimize downtime should any problems arise with the customer's current server configuration. Acorn can set up redundant servers in the event of a fatal malfunction; the system can be restored without requiring reinstallation. A combination of DFS and Shadow Protect could be used to manage and monitor this process.

7. Domain Management

Acorn Technology can provide domain management for the City's domains which would include timely renewals and appropriate record management to ensure proper delivery of e-mail and website access.

8. Training

Upon initial set up and as required for new users, Acorn will provide basic training on the proper use of the System. As requested by Customer, Acorn will develop and provide training programs on application usage; however, this service is not included in this proposal and would be part of a separate agreement.

9. Network Monitoring

Acorn can maintain a 24/7 monitoring system using a combination of proprietary and third party monitoring software. Customer Service Representatives and Technical Service Representatives are on call 24/7 and utilize the monitoring system to assure that Customer's connectivity, latency and usage are within expected and acceptable tolerances. Upon Customer's request, Acorn can develop a customized Internal Monitoring System ("IMS") that will provide Customer with tools for the management of its LAN. The IMS is not part of this quotation.



**E) Cost*****i. Hourly Billable Rates (Based on Length of Commitment)***

<i>Position</i>	<i>Hourly (No Commitment)</i>	<i>Monthly Commitment</i>	<i>Annual Commitment</i>
<i>IT Project Manager</i>	<i>\$ 170.00</i>	<i>\$ 100.00</i>	<i>\$ 70.00</i>
<i>IT Manager</i>	<i>\$ 140.00</i>	<i>\$ 80.00</i>	<i>\$ 50.00</i>
<i>IT Analyst</i>	<i>\$ 90.00</i>	<i>\$ 50.00</i>	<i>\$ 30.00</i>
<i>IT Technician</i>	<i>\$ 50.00</i>	<i>\$ 30.00</i>	<i>\$ 20.00</i>

ii. Proposal for one full-time on-site IT Analyst

Acorn Technology Corporation will dedicate an on-site resource to serve as a full-time IT Analyst. This individual will be responsible for day-to-day desk top technical needs on-site.

iii. Proposal for one part-time on-site IT Manager

Acorn Technology Corporation will dedicate an on-site resource to serve as a part-time IT Manager. This individual will be responsible for server, network and firewall administration. He will also assist the IT Analyst, if necessary, and play an integral role in developing solutions to the City's special projects. It is anticipated that the IT Manager will devote 20 hours per month working on behalf of the City.

iv. Proposal for additional IT support

Acorn Technology Corporation will provide additional IT support to augment the services provided by the IT Analyst and IT Manager. These services will include Helpdesk support, monitoring, response to IT emergency events outside of normal business hours, etc. Acorn Technology Corporation will keep track of all time devoted to these services and will provide the City with an accounting of the activity and time spent. If the additional IT support is requested by the City, it will be billed in accordance with the above rates. If the additional IT support is not requested by the City it will not be billed. Following is a list of technicians who may be called upon to provide this addition IT support and their position:





EXHIBIT A

Staff	Position
<i>Eric Campbell</i>	<i>IT Manager</i>
<i>Daniel Balkoski</i>	<i>IT Project Manager</i>
<i>Alfred Gonzales</i>	<i>IT Manager</i>
<i>Lyle Jones</i>	<i>IT Project Manager</i>
<i>Brandon Molletti</i>	<i>IT Project Manager</i>
<i>Adam Rabenstein</i>	<i>IT Manager</i>
<i>James Walter</i>	<i>IT Manager</i>
<i>Joel Noriega</i>	<i>IT Analyst</i>
<i>Ricardo Rocha</i>	<i>IT Analyst</i>
<i>Michael Castillo</i>	<i>IT Analyst</i>
<i>Michael Robbins</i>	<i>IT Manager</i>
<i>Patrick Smalley</i>	<i>IT Project Manager</i>
<i>James Moseley</i>	<i>IT Technician</i>
<i>Thomas Dye</i>	<i>IT Analyst</i>
<i>Alexander Gomez</i>	<i>IT Technician</i>
<i>Andrew Banks</i>	<i>IT Technician</i>

v. Other Billable Costs

	<i>Monthly Charges</i>
<i>Monitoring (Computer)</i>	<i>\$ 2.50 per desktop</i>
<i>Monitoring (Server)</i>	<i>\$ 12.50 per server</i>
<i>Misc. Materials & Tools not provided by City</i>	<i>\$ 200.00</i>



EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance	\$2,000,000
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General Liability:

a. General Aggregate	\$2,000,000
b. Products Comp/Op Aggregate	\$2,000,000
c. Personal & Advertising Injury	\$1,000,000
d. Each Occurrence	\$1,000,000
e. Fire Damage (any one fire)	\$ 50,000
f. Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a. Workers' Compensation	Statutory Limits
b. EL Each Accident	\$1,000,000
c. EL Disease - Policy Limit	\$1,000,000
d. EL Disease - Each Employee	\$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

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City of South Pasadena Agenda Report

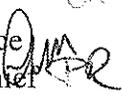
Marina Klubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zueimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: December 3, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Arthur Miller, Chief of Police 
Paul Riddle, Deputy Fire Chief 
Yvette Hall, Chief Deputy City Clerk 

SUBJECT: **First Reading and Introduction of an Ordinance Amending Chapter 2 of the South Pasadena Municipal Code Related to Meetings of the Public Safety Commission and Animal Commission**

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance repealing and replacing certain sections of South Pasadena Municipal Code (SPMC) Chapter 2 (Administration) to rescind the requirement to conduct one joint meeting between the Public Safety Commission and Animal Commission.

Fiscal Impact

Staffing and administrative costs will decrease as a result of reduced commission activity.

Commission Review and Recommendation

This ordinance is based on a recommendation from the Public Safety Commission and Animal Commission.

Background

In 2007, in an effort to increase the effectiveness and efficiency of City commissions, boards, and committees, and to streamline commission operations, the City Council enacted changes to the Public Safety Commission and Animal Commission. One of the changes was a requirement to conduct one joint meeting per calendar year between the Public Safety Commission and Animal Commission.

In October 2014, Councilmember Mahmud requested that staff review the ordinance to determine whether there was a continued need to conduct one joint meeting per calendar year with the Public Safety Commission and Animal Commission, seconded by Councilmember Cacciotti.

Analysis

Staff reviewed the ordinance and received input from both commissions. Based on the response received, staff has determined that there is no longer a need to conduct business matters between the two commissions. In order to restructure the meeting requirements of both commissions, the City Council must approve an ordinance amending the SPMC.

Legal Review

The City Attorney has reviewed this item and assisted in the preparation of the ordinance.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Ordinance repealing and replacing SPMC Sections 2.42 and 2.52 (with strikeout)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTION 2.42 (MEETINGS) OF ARTICLE IVB
(PUBLIC SAFETY COMMISSION) AND SECTION 2.52
(MEETINGS) OF ARTICLE IVE (ANIMAL COMMISSION) OF
CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA
MUNICIPAL CODE RELATING TO MEETINGS OF THE
PUBLIC SAFETY COMMISSION AND ANIMAL COMMISSION**

WHEREAS, in 2007, in an effort to increase the effectiveness and efficiency of City commissions, boards, and committees, and to streamline commission operations, the City Council enacted changes to the Public Safety Commission and Animal Commission; and

WHEREAS, one of the changes was a requirement to conduct one joint meeting per calendar year with the Public Safety Commission and Animal Commission; and

WHEREAS, the City Council wishes to restructure the meeting requirements of the Public Safety Commission and Animal Commission.

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

SECTION 1. South Pasadena Municipal Code Section 2.42 (Meetings) of Article IVB (Public Safety Commission), Chapter 2 (Administration) is hereby repealed in its entirety and replaced with the following:

2.42 Meetings

The public safety commission shall hold a maximum of ten regular meetings per calendar year. ~~with one of the ten meetings being a joint meeting with the animal commission.~~ The commission shall adopt a schedule of meetings each year, consistent with this section.

SECTION 2. South Pasadena Municipal Code Section 2.52 (Meetings) of Article IVE (Animal Commission), Chapter 2 (Administration) is hereby repealed in its entirety and replaced with the following:

2.42 Meetings

The animal commission shall hold a maximum of six regular meetings per calendar year. ~~with one of the six meetings being a joint meeting with the public safety commission.~~ The commission shall adopt a schedule of meetings each year, consistent with this section.

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

PASSED, APPROVED, AND ADOPTED this ___ day of ___ 2014.

Marina Khubesrian, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the XX day of XX, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk

City of South Pasadena Agenda Report

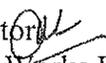
Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: December 3, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Shin Furukawa, P.E., Deputy Public Works Director

SUBJECT: **First Reading and Introduction of an Ordinance Adopting
Water and Sewer Capacity Charges**

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to adopt water and sewer capacity charges.

Fiscal Impact

If adopted, revenue generated from these fees will depend on the amount of development in the City and the actual fees adopted, but current estimates are approximately \$100,000 annually based on 10 equivalent dwelling units. If large planned multi-family developments such as Mission Place (School District Property), Monterey Hills Moffatt, 820 Mission Street (Abbott Labs site) and the Downtown Project are permitted, the revenue generated would be higher.

Commission Review and Recommendation

The adoption of capacity charges was recommended by the Finance Committee at its meeting of February 13, 2014.

Background

The City owns, operates and maintains a water utility service and a sewer collection system. Historically, the City has not been charging any capacity charges to these systems, but rather the costs of new connections by developments are subsidized by existing utility customers. Many cities and utility companies have adopted capacity charges to reduce costs of regular service to current customers through their rate payments.

Capacity charges are a type of development impact fee, and are also known as capacity buy-in fees or system development charges. The capacity charges are a one-time fee paid for making new physical connections to a system, or paid to increase the capacity of an existing utility connection. The proposed fees, if adopted, will require new developments to pay their fair share without burdening existing utility customers. A capacity charge is based on the new customer's

proportionate share of existing and planned utility assets, including fixed assets and water rights. The Public Works Department contracted with Hoag Consulting in July 2013 to conduct a capacity charge study (Attachment 1).

This matter was considered by the City Council on several occasions, most recently at the September 17, 2014 City Council meeting. The City Council unanimously approved a motion to adopt water and sewer capacity charges, effective January 1, 2015. At that meeting the City Attorney advised that the legislative process for the City Council to approve these capacity charges would be to first adopt an ordinance establishing the capacity charges, and then subsequently approve a resolution setting the actual fees.

Analysis

At the September 17, 2014 City Council meeting, the City Council reached consensus on the establishment of water and sewer capacity charges, and set an effective date of January 1, 2015. However, the City Council did not reach consensus on the appropriate percentage of the fees recommended by the City's consultant to be charged, and decided to consider that aspect at a future meeting. As stated in the draft ordinance, the impact fees will be kept in a separate account and will be exclusively used for, water/sewer infrastructure improvements. The City Council also reached a consensus to consider providing services to properties outside of the City on a case-by-case basis at the City Council's discretion.

This ordinance simply affirms the City Council's decision to establish water and sewer capacity charges. After further consideration of the effective date of the capacity charges, staff felt that a July 1, 2015 effective date would provide reasonable advance notice for projects currently in development, and would avoid a rush of plan submittals to the City at year's end.

The setting of the actual fees will be considered via a resolution to be brought to the City Council at a future date.

Legal Review

The City Attorney has reviewed the ordinance and the associated public noticing requirements.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*. Notices were also mailed to certain developers who have previously expressed interest in developing larger projects within the City.

Attachments:

1. Ordinance Adding Chapter 16B
2. Water and Sewer Connection Fee Study

ATTACHMENT 1
Ordinance Adding Chapter 16B

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADDING CHAPTER 16B TO THE SOUTH PASADENA
MUNICIPAL CODE WITH RESPECT TO WATER
AND SEWER IMPACT FEES**

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

SECTION 1. The City Council finds and declares that:

- (a) In order to provide services to future development in the City, the City must expand or improve its water and sanitary sewer facilities. The expansion or improvements of public water and sewer facilities requires the imposition of a development impact fee.
- (b) The City has engaged Hoag Consulting to prepare a study of the cost of new or improved water and sewer facilities required by future development and the proportionate costs which new developments should pay toward those improvements (the "Study"). The Study describes the water and sewer facilities improvements that are needed to mitigate the anticipated demands of new development. The Study, which is on file in the Office of the City Clerk, is incorporated herein by reference.
- (c) Section 66000 et seq. of the California Government Code authorizes the City to levy a fee upon development projects to defray all or a portion of the costs of public facilities (including public improvements and public amenities) related to the development project.
- (d) The City desires to impose a fee, to be known as the "Water and Sewer Impact Fee" upon development projects, for the purpose of funding the costs of improving water and sewer capital facilities to meet increased demand from developments (the "Fee"). The Fee, its methodology, and the calculations supporting its methodology, are set forth in this Ordinance and more completely analyzed in the Study.
- (e) The Fee is a "capacity charge" for purposes of Government Code Section 66013(b)(3) because it is a charge "for public facilities in existence at the time a charge is imposed or ... for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital

expense relating to its use of existing or new public facilities.” The Fee is not a “commodity charge.”

- (f) The Study estimates the costs of each element of improving water and sewer facilities and substantiates a methodology for the Fee that will charge each new development projects only for the portion of the costs for improvements necessary to mitigate the impacts expected to be caused by that development project.
- (g) There is a reasonable relationship between the need for improvements to the City’s water and sewer system and the development projects on which the Fee will be imposed because such new development projects will create an additional demand on City services, requiring the expansion of water and sewer facilities to provide such services.
- (h) There is a reasonable relationship between the Fee’s use and development projects on which the Fee will be imposed because the Fee will only fund the portion of Project costs necessitated by each new development.
- (i) The Fee does not exceed the estimated reasonable cost of providing the facilities for which the Fee is imposed. The Fee is not levied, collected or imposed for general revenue purposes, but is levied specifically to fund facilities of the types set forth in the Report.
- (j) This ordinance does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines as set forth in Title 14, Section §15378 of the California Code of Regulations, because it amends a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (§15378(b) (4)) and is an administrative activity of government that will not result in direct or indirect physical changes in the environment (§15378(b) (5)).
- (k) On _____, 2014, the City Council held a full and fair public hearing, noticed pursuant to Section 66016 of the Government Code, regarding the Fee.

SECTION 2. The Study, and each finding contained therein, is hereby adopted by the City Council. With respect to any inconsistency between this Ordinance and the Study, the terms of this Ordinance shall control.

SECTION 3. Chapter 16B of the South Pasadena Municipal Code is hereby added as follows:

CHAPTER 16B
WATER AND SEWER IMPACT FEE

16B.1 Purpose

The purpose of this impact fee is to mitigate unfavorable impacts on the City's water and sanitary sewer systems attributed to new development. This fee is to be applied toward the costs of new or expanded public water and sewer facilities. It is based on a formula designed to ensure that individual developers pay their fair share for public facilities needed to serve the increased population which results from new development.

16B.2 Definitions

As used in this chapter:

- (a) "Costs of capital improvements" include all costs related to acquisition, construction, repair and financing of improvements to the Water and Sewer Facilities, but do not include costs of routine maintenance.
- (b) "Essential infrastructure" means capital improvements related to the Water and Sewer Facilities which are otherwise not specifically identified for funding as a part of other city development fees.
- (c) "Fees" collected under the requirement of this chapter are as defined in Section 66000 of the Government Code but collected specifically for the purposes outlined in this chapter.
- (d) "Gross floor area" means the total horizontal area of all the floors of a structure included within the surrounding exterior walls, including garages, and accessory structures, but excluding patios.
- (e) "New development" means the construction of new structures or additions to existing non-residential structures in the city and, with respect to residential development, any development project that creates additional Dwelling Units. "New Development" shall not mean replacement or expansion of an existing Dwelling Unit. With respect to nonresidential development, "New Development" shall also mean any development project that creates additional square footage of useful area or changes the Use Class of an existing structure. When any New Development occurs on a parcel (or group of parcels), "New Development" shall include all new construction on the parcel.
- (f) "Sewer facilities" or "system" has the same meaning as set forth in section 30.1 of this Code.
- (g) "Water facilities" or "system" means the system of pipes, conduits, and related infrastructure which treats, stores, and delivers the municipal water supply to residents.

16B.3 Water and Sewer Impact Fee Imposed

The Fee is hereby imposed as a condition of the issuance of any permit for any New Development, unless expressly exempted by this chapter.

16B.4 Timing of Payment

- (a) Except as otherwise required by Government Code Section 66007, the Fee shall accrue at the time the city receives an application for utility service. A Fee shall be calculated at the rate in effect when the Fee accrues.

- (b) Payment of the Fee may be deferred, for residential development only, to the date of approval of the final building inspection of the development, provided the owner of the real property for which the fees are required enters into a recordable agreement with the city prior to issuance of the building permit for the development, which shall constitute a lien on the property from the date of recordation and shall be enforceable against successors in interest to the property owner. The agreement shall provide that approval of the final building inspection shall not be granted until the Fee is paid. The agreement shall also provide that, in any action to collect the Fee or any portion thereof, the city shall be entitled to all of its costs of enforcement and collection, including reasonable attorney's fees. The city manager may execute such agreements on behalf of the city in a form acceptable to the city attorney. Any deferral granted pursuant to this paragraph (b) shall be consistent with the requirements of Government Code Section 66007.

16B.5 Calculation of Fee

- (a) The rate of the Fee shall be established from time to time by resolution or ordinance of the city council in the manner required by Government Code Section 66016 and other applicable law.

- (b) Beginning July 1, 2015, and on each July 1 thereafter, the rate of the fee shall increase without further action by the city according to the following formula:

$$\text{Council-Approved Rate} * \frac{\text{Most Recent ENR}}{\text{ENR at Council-Approval}}$$

Where the "Council-Approved Rate" is the rate most recently established by resolution or ordinance of the city council, "Most Recent ENR" is the Construction Cost Index most recently published in the Engineering News-Record when the calculation is made and "ENR at Council-Approval" is the Construction Cost Index published for the month in which the Council approved the "Council-Approved Rate." The director shall calculate the increased fee annually and give notice of that calculation in the manner required by law for the publication of ordinance of the city council.

16B.6 Appeals

An applicant or developer may appeal to the City Council a determination that the proposed project or development will be subject to the Fee imposed pursuant to this chapter, or a determination as to the amount of a proposed fee. The appeal must be filed within 30 days of the determination. In the absence of a timely appeal, the determination of applicability and amount shall be deemed final.

16B.7 Exemptions

Any proposed development which meets the following criteria shall be exempt from paying the Water and Sewer Impact Fee:

- (a) Alterations which do not increase the floor area of a structure;
- (b) Additions to single-family residential dwellings which does not constitute habitable space as defined by the Uniform Building Code; or
- (c) New Development that is exempt from the Fee by virtue of the Constitutions of the United States or California or by virtue of other applicable state or federal law.

16B.8 Fund accounting

- (a) All fees collected pursuant to this chapter shall be placed in a separate fund, entitled the "Water and Sewer Impact Fee Fund." The fees in this fund, along with any interest earnings on the accounts, may only be utilized for the costs of capital improvements to the Water and Sewer Facilities, as defined previously in this chapter.
- (b) If the city has had possession of a fee for five or more years, and has not committed that money to a project, then the city shall make findings describing the continuing need for that money each fiscal year after the five years has expired.
- (c) If the city cannot make such findings, then the city shall refund the fees as appropriate.

SECTION 4. This ordinance shall take effect on July 1, 2015, 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 this ____ day of ____, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the __ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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ATTACHMENT 2
Water and Sewer Connection Fee Study

DRAFT MEMORANDUM

October 24, 2013

**Subject: City of South Pasadena
New Connection Charges and Outside-City Surcharges**

To: Paul Toor, Director of Public Works
Shin Furukawa, Deputy Public Works Director

From: Grant Hoag, P.E.

The purpose of this draft memo is to document my study of the City of South Pasadena connection charges (fees) and outside-city surcharges. The City of South Pasadena Department of Public Works contracted with Hoag Consulting, LLC on July 15, 2013 to prepare water and sewer utility connection fees for new utility customers and to develop outside-city surcharges to be billed to City utility customers located outside of the City limits.

This memo is divided into the following sections:

1. Executive Summary
2. Background, Calculation Methodology and Legal Issues
3. Technical Analysis, Findings and Recommendations
4. Analysis Information Sources
5. Glossary
6. Tables and Appendices

1.0 Executive Summary

Connection fees are a type of development impact fee, and are also known as a capacity buy-in fees and system development charges. These one-time fees are solely for developers making new physical connections to a system, or developers increasing the capacity requirements of an existing utility connection. The benefit of the fee to the City is to help assure that community growth pays for itself without burdening the existing utility customers. The connection fee is calculated from the City's investment in the utility's infrastructure and the capacity of the system. Also included in the valuation is scheduled capital funding requirements for facility rehabilitation and replacement projects, the value of the City's right to groundwater production (for the water utility), and the net cash reserves created from the existing customers. The connection fees can be adjusted annually by an inflationary index, and should be updated every five years for additions to and retirements from the utility fixed assets.

Outside-city surcharges are billed to utility customers located outside of the city limits. The main benefit of the surcharge is to help assure that utility customers outside of the City do not receive the benefits of low-cost utility services provided to inside-City customers. The outside-city surcharge is calculated from the difference between (a) the capital cost element of inside-city charges (debt service and pay-as-you-go project expenditures from net revenues), and (b) a reasonable rate of return on the system infrastructure that would be billed by a for-profit utility. The outside-city surcharge should be updated frequently, as the mix of capital and operating costs will change with the large CIP program currently underway.

1.1 Recommended Connection Fees

The recommended water connection fee is \$7,916 for the City's smallest 5/8" by 3/4" water meter, the most common household connection. This meter size is also described as the Equivalent Meter (EM). Based on water meter capacities, a 1 inch meter should have a \$19,789 connection fee, and a 1 ½ inch meter a \$39,578 connection fee. An existing customer seeking a larger water meter should pay the difference in fees between their existing and their requested meter.

The recommended sewer connection fee is \$2,094 per dwelling unit. This standard unit of sewer discharge capacity is also referred to as an Equivalent Dwelling Unit (1.0 EDU).

1.2 Recommended Outside-City Surcharges

The recommended Outside-City Surcharge for water service is 20 percent, to be billed in addition to (on top of) the bimonthly water service bill. The recommended Outside-City Surcharge for sewer service is 22 percent.

2.0 Background, Calculation Methodology and Legal Issues

This section describes the Background, Calculation Methodology and Legal Issues of the Study.

2.1 Background

The City of South Pasadena operates a water utility service and a sewer collection system. Water is produced from adjudicated groundwater rights and from supplies purchased from the Main San Gabriel Basin Watermaster, and sewage is conveyed to Los Angeles County Sanitation District interceptors or City of Los Angeles interceptors for treatment and disposal. The City's sewer system has no facilities related to the strength of wastewater or the cost of its treatment and disposal; the sanitation district charges customers for treatment and disposal on their individual property tax bills.

Connection Fees. The City is nearly built-out, but continues to have small infill or densification-related development requiring up to five new utility connections per year. Currently, the City does not charge a water or sewer connection charge, so developers pay only for the out-of-pocket costs of connecting a service into the City's existing water distribution system and/or constructing a lateral into the sewage collection system. A connection charge is based on the new customer's proportionate share of existing and planned utility assets, including facilities and water rights, and is used by many cities and most utility districts to reduce the costs of regular service to current customers through their rate payments. Regional wastewater treatment providers such as the Los Angeles County Sanitation District, charge developers a connection fee separate from the City's charges.

Outside-City Surcharges. An outside-city surcharge provides the mechanism for charging utility customers the full cost of service so that they do not benefit from the discounted services offered within the City. The City's water and sewer utility rates are based on minimizing rate-based revenues so that net revenues cashflows are just sufficient for essential capital expenditures, bond coverage and maintaining cash reserves at target levels. This process results in lower rates than if a rate of return on invested City capital assets been included. The justification for using this rate-setting approach for inside-city customers is that the residents and business will have more benefit from lower utility charges than the City could have from a profit in running a utility service. However, the justification is valid only for residents and business within the City, and does not apply to customers outside-City limits receiving City services. For those outside-city customers, the city should be able to make a reasonable return on the city investment in the cost of providing utility services. Otherwise, the City has the right to invest its capital elsewhere for the betterment of its residents rather than providing outside-city services.

2.2 Calculation Methodology

Connection Fees. A connection charge is based on the facilities cost of available system capacity, and does not include annual costs of operations or maintenance. Buy-in connection fees are based on the net unit value the system assets. In this study, the net values are calculated from the estimated replacement cost of current fixed assets less depreciation, plus cash reserves. The replacement costs of fixed assets are based on their recorded historical costs at the estimated year of service escalated to the current replacement cost per the Engineering News Record Construction Cost Index (ENRCCI) for the Los Angeles region. In addition, the values of the scheduled capital improvement plan projects are included in the projected asset values. The unit value of a system is the total system value divided by the buildout capacity of the system, as defined by the total water equivalent meters (EMs) or sewer equivalent residential units (ERUs) for an average single family dwelling customer.

A new service connection to the water system also increases the loading on the City's sewer system, and both water and sewer connection fees should be charged. Exceptions exist for irrigation accounts that have no sewer connections and for boundary line parcels within the City having utility services delivered by another agency.

The technical analysis of the connection fees for the water and the sewer utility is conducted in three steps.

1. **Evaluate Facility Values.** Facility values are based on fixed asset values and proposed capital improvement program (CIP) costs. Also, utility cash reserves are included while minor assets (such as vehicles) are excluded. Connection charges calculated using the buy-in basis are based on the original cost less depreciation (OCLD) of fixed assets, commonly defined as the book value. These values are increased to the replacement cost new less depreciation (RCNLD) of the same assets using ENRCCI inflationary escalations to recognize the value of a facility at the time a developer seeks to connect. The estimated value of water rights is also included in the water connection fee.
2. **Evaluate System Capacities.** System-wide capacity values are identified in this task using system capacities, as represented by projected equivalent water meters (EMs) for a single family dwelling and sewer system Equivalent Dwelling Units (EDUs). The capacity of each utility is based on the projected number of customers by the year 2020. Based on available data, the EMs are calculated from the different flow capacities by meter size, while the EDUs are based on the 2012 sewer system rate-based revenues. All other water meter sizes and sewer connections can be defined as a ratio of the 1.0 EM or 1.0 EDU, with the total system capacity is defined as the sum of all units.
3. **Determine the Unit Connection Charge.** The facility values are divided by the system capacities to determine the unit connection charge rates. The recommended water

connection charges are defined for each meter size. Multi-family dwelling sewer connections are provided the same capacity as single family dwellings.

Outside-City Surcharges. The basis for outside-city surcharges is the difference between the capital cost element of current inside-city bimonthly service charges (debt service and pay-as-you-go project expenditures from net revenues), versus the full costs of service for capital-related system costs. These capital-related costs include a reasonable rate of return on the investments in undepreciated system infrastructure plus the annual depreciation on system assets. The technical analysis of the outside-city surcharges is conducted in three steps.

1. Evaluate the Capital Portion of Current Rate-based Revenues. Using the current water and sewer rate study reports, identify the capital element and the total annual rate-based revenues for each utility.
2. Full Capital-related Costs. Identify the full capital-related costs based on the estimated annual original cost of depreciation for each utility, and an annual rate of return value of the OCLD value of the assets, using the estimated interest rate on the City's future municipal bonds.
3. Calculate the Surcharge. Based on the net difference between the full cost of capital and the actual level of capital-related rate-based revenues, identify a surcharge rate to apply to the charges of outside-city customers.

2.3 Legal Issues

The legal issues affecting the calculation of connection fees and outside-surcharges, as understood by Hoag Consulting, are described below. Hoag Consulting does not practice law; the following descriptions are limited to our understanding of the effect of laws and legal precedents on California rate-making methodologies. The City must rely on legal counsel skilled in these subjects and knowledgeable of current court findings to validate the appropriateness of our findings and recommendations.

Connection Fees. California Government Code Section § 66000 et seq, commonly referred to as AB 1600, addresses development impact fees (including connection fees) and codifies their legal requirements. AB 1600 applies to all local agencies in California, including all general law and charter cities. Development impact fees help fund a host of community services including roads, schools utilities and parks. However, water and sewer connection charges are treated differently than other fees, and are not subject to the findings and accounting requirements contained in §§ 66000-66009. However, connection fees are subject to the provisions of Sections 66013 (basis), 66016 (notice), 66022 (legal challenge), and 66023 (audits).

Government Code Section 66013 applies to the calculation of water and sewer connection charges. These are charges for public facilities in existence or to be constructed that are of proportional

benefit to the person or property being charged, including water supply contracts and real property. Section 66013(a) provides that:

Notwithstanding any other provision of law, when a local agency imposes charges for water connections or sewer connections, or imposes connection charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed.

The charge can be based on an estimate of reasonable costs, and does not specify how to arrive at that estimate. Historic values adjusted for inflation, book values, appraised values or other means may be used, provided that the resulting estimation is reasonable and a nexus exists between the adopted charge and the costs. Also, inflation adjustments are commonly used by public agencies to reflect changing costs to ensure that new customers pay their fair share no matter when they pay. Government Code § 66013(b)(3) places a ceiling on the costs that may be recovered through the connection charge, but not a floor – the City may choose as a matter of public policy to not recover all eligible costs in its connection fees. Also, the fact that the City has not, in the past, had a fee does not bar the City from creating one.

Outside-City Surcharges. The basis of outside-city services was defined by the California Supreme Court in *Hansen v. City of San Buenaventura* (1986) 41 Cal.3d 1172, 1180–81. The Court upheld Ventura’s calculated 70 percent surcharge on out-of-city customers, reasoning that the City was entitled to a reasonable rate of return on its capital investment in the utility system. The Court found that the fact that nonresident customers were subject to a higher service rate than those residing within the city limits did not prove the rates were unreasonable. This demonstrated that utility rates need not be based purely on costs, and that a city need not provide a service to nonresident customers without an opportunity to recover a reasonable rate of return.

3.0 Technical Analysis, Findings and Recommendations

The technical analysis consists of ten calculation tables and Appendices A through H developing the value of water pipelines. This section describes each table and the information supported in the appendices.

3.1 Table 1: Water Utility Accounts

This table projects the build-out capacity of the water system. Because the City is nearly built-out, and remaining growth from densification and in-fill on empty lots is offset by future water conservation, this capacity is estimated to be 7 percent above the current number of customers by meter size. Using standard water industry convention, the build-out system capacity is represented in equivalent 5/8" by 3/4" water meters (EM). As shown in the table, the EM value is derived from the number of water meters by size, times the capacities of those meters.

A build-out capacity value of 15,358 EMs for the water system is used as the denominator for the unit value of the system calculated in Table 6. Also listed is the current water use of 0.29 AFY per EM (262 gpd), which is used as the denominator in Table 6 to determine the unit cost of new water supplies.

3.2 Table 2: Sewer Utility Accounts

This table projects the build-out capacity of the City's sewer system. Like the water system, it is based on the projected year 2020 estimated sewer utility accounts; the capacity is represented by equivalent dwelling units (EDU). These estimates are based on the 2010 RFC sewer rate study, which provided year 2015 projected accounts; the 2020 number of accounts is projected to be 5 percent over the number of accounts estimated for 2015. The EDUs are based on current sewer service charge ratios among the three different sewer classes. The EDUs excluded water services that are not discharging to sewers, such as those used for landscape irrigation.

A build-out capacity value of 9,376 EDUs is used as the denominator for the unit value of the sewer system calculated in Table 8.

3.3 Table 3: Water Utility Fixed Assets

This table develops the value of the water utility fixed assets. The values are based on the City's records of water utility fixed assets for wellsites, pump stations, reservoirs, transmission and distribution pipelines, meters and other appurtenances that are part of an urban water utility. Retired assets are not included in the table. Much of the water distribution system built as early as 1923 remains in use today, and the estimated service life of these ductile iron pipelines is set to 110 year based on the guidelines established by the American Water Works Association in 2010 for Western USA utilities. The City Department of Public Works estimates of asset service lives are based on best available information for asset management such as condition assessment and

valuations. The City Department of Finance uses a standard service life of 50 years for CAFR-based GASB 34 depreciation calculations and accounting purposes; that value is not utilized in this Study.

The City's Department of Public Works records of the length, diameter and type of pipelines in use today is accurate, but the original cost of many of the older distribution pipelines is unavailable in the fixed asset records. Therefore, these original values are estimated from the current replacement costs deflated to the estimated year of service, as developed in Appendices A through H of this report. As shown in the table, the original cost of each water asset is depreciated against its estimated service life to determine the original cost less depreciation. Several of the assets currently in service that have exceeded their planned service lives are estimated to have a remaining life of 20 percent of their normal service age. The system value to today's customers is represented in the cost to replace the assets, as defined by the replacement cost estimated from the increase in construction costs between the year the asset was placed into service and today. That value, less depreciation on the asset, equals the total replacement cost less depreciation (RCLD) value of the water utility fixed assets.

As used in Table 6, the water utility fixed asset RCLD value as of 2013 is \$51.4 million. Also shown is the annual depreciation of the assets of \$477,000, based on the asset's original cost less depreciation of \$20.6 million; in contrast, the June 2012 City CAFR lists water utility "noncurrent Capital Assets – net of accumulated depreciation" at \$18.9 million, and the annual depreciation at \$125,000. The calculated values shown in the table are used in Table 9 to determine the surcharge for outside-city water customers

3.4 Table 4: Wastewater Utility Fixed Assets

These values are based on the City's Public Works Department fixed asset records of collection system pipelines and manholes from FY2010-11; city sewage is discharged the Los Angeles County Sanitation District or the City of Los Angeles. Retired assets are not included in the table. As shown in the table, the original cost of each sewer asset is depreciated against its estimated service life to determine the original cost less depreciation. The system value to today's customers is represented in the cost to replace the assets, as defined by the replacement cost estimated from the increase in construction costs between the year the asset was placed into service and today. That value, less depreciation on the asset, equals the total replacement cost less depreciation (RCLD) value of the sewer utility fixed assets.

As used in Table 8, the fixed asset RCLD value as of 2013 is \$9.6 million. Also shown is the annual depreciation of the assets of \$54,000, based on the asset's original cost less depreciation of \$2.0 million. These values are used in Table 10 to determine the surcharge for outside-city water customers.

3.5 Table 5: Capital Improvement Plan Projects

Capital projects projected for construction in the five years from 2013 to 2017 for both the water and the sewer utilities are identified in this table. These values come from the City's Department of Public Works Engineering Division. Also provided are the projected annual asset depreciation amounts associated with these new assets. The projected additional fixed assets from these projects are added to the existing current fixed assets to fully account for all system fixed assets over the five year projection period. The annual depreciation is added to the existing depreciation for the same reason.

Therefore, the projected project costs of \$59.4 million in water system projects and \$12.3 million in sewer system projects are used in Tables 6 and 8 for the water and sewer connection fee calculations, respectively. The annual depreciation in FY 2012-13 and 2013-14 totaling approximately \$367,000 and \$99,000 for water and sewer, respectively, is added to the current utility depreciation for calculating the outside-city surcharges in Tables 9 and 10.

3.6 Table 6: Water System Connection Fee Recommendation

This table develops the unit water system connection fee recommendation. As shown in the table, there are four different asset types included in the fee basis. All are valued in current 2013 dollars, and are identified as unit costs by dividing the total asset by its capacity. The asset types are:

- 1) Existing Fixed Assets divided by Buildout Capacity;
- 2) Water Rights Value for Groundwater per New EM Connection;
- 3) Capital Improvement Costs per Buildout Capacity; and
- 4) Net Cash Reserves divided by Current Customer Base.

Fixed Asset Value. The existing fixed assets are valued in replacement cost less depreciation, and are divided by the estimated system buildout demand, which represents the system capacity.

Water Rights Value. The City currently has water demands from existing customers that exceeds the City's water rights; every new customer increases the volume of water which must be leased for other local water agencies at a rate of \$640 per AF in 2012. Therefore, new water customers should provide new water production rights so that the City will not have to pay for additional supply, or should contribute to the City the equivalent of the right in perpetuity to produce local groundwater. As calculated in the table, a lease rate of \$640 per AFY in perpetuity at a 5 percent annual cost of borrowing equals a one-time cost of \$3,200. Currently, the average water demands per 1.0 EM is 0.29 AFY, so the cost of 0.29 AFY of new water supply is \$937.

Projected Capital Improvement Costs. The \$59.4 million in new capital projects for the water system are for system improvements, and will not create additional system capacity; the unit value of the CIP costs to be completed by 2020 is \$3,874. However, that value in 2013 dollars is a smaller

\$3,105; when a new customer contributes this share to the upcoming capital projects, the existing City customers will not be funding the facilities to be used by new customers.

Net Cash Reserves. The water utility had net cash reserves excluding bond proceeds at the beginning of FY2013 of \$7.6 million. These cash assets were generated solely from existing customers, and an equal amount is required from new accounts seeking to buy-into the existing system.

Recommendations. As shown, we recommend that the water system connection fee in 2013 dollars is \$7,916 per EM. In the following Table 7, this value is used to determine the connection fees per differing water meter sizes.

3.7 Table 7: Water Utility Connection Fees by Meter Size Recommendation

The City has water services for the smallest 5/8" by 3/4" meter (equal to the standard 1.0 EM connection) up to 4 inch water meters. Therefore, the water connection fee for new accounts should be based on the amount of capacity each customer requires from the water system, and can be set to the size of the different water meters. However, for the rare water meter installation above 3 inches, the unique characteristics of the new customer's water demands should be taken into account by the City Engineer in determining an equitable connection fee; these estimated demands can be compared to the water demands of 1.0 EM listed previously in Table 1 to estimate an appropriate fee.

Private Fire Services. Private fire services do not require water demands beyond those allocated to public fire hydrants serving those customers; rather, private fire services suppress the rate of spread of a fire, increasing the allowable response time for firefighting. To avoid double charging of City costs when installing new fire service connections, the fee should be based on the City's incremental costs of administration and management of the accounts, and not the meter capacity.

Recommendations. As shown in the table, the recommended water connection fees range from \$7,916 for the smallest 5/8" by 3/4" meter to \$126,649 for a 3 inch water meter.

3.8 Table 8: Sewer Utility Connection Fees Recommendation

This table develops the unit sewer system connection fee. It is based on the buy-in cost (or value) of the sewer utility assets available for new customers when they connect into the system, divided by the capacity (in equivalent dwelling units or EDUs) of the different assets. As shown in the table, there are three different asset types that a new sewer customer buys into. All are valued in current 2013 dollars, and are identified as unit costs by dividing the total asset by its capacity:

- 1) Existing Fixed Assets divided by Buildout Capacity;
- 2) Capital Improvement Costs per Buildout Capacity; and
- 3) Net Cash Reserves divided by Current Customer Base.

The existing fixed assets are valued in replacement cost less depreciation at \$9.6 million, and are divided by the estimated system buildout demand, which represents the system capacity. The \$12.3 million in new capital projects for the sewer system are for system improvements, and will not create additional system capacity; the unit value of the CIP costs to be completed by 2020 is \$1,317. However, that value in 2013 dollars is a smaller \$1,056; when a new customer contributes this share to the upcoming capital projects, the existing City customers will not be funding the facilities to be used by new customers. Finally, the sewer utility has negligible net cash reserves in FY 2013.

Recommendations. As shown, we recommend that the total sewer system connection fee in 2013 dollars is \$2,094 per single family dwelling (1.0 EDU). Commercial customers, whose discharges to the system necessitate differing capacity allocations, should be charge based on their unique requirements. The actual discharges per 1.0 EDU is unknown, but can be estimated at approximately 160 GPD; commercial connection fees are based on a ratio of their estimated discharge level to the discharge per 1.0 EDU.

3.9 Table 9: Recommend Outside-City Surcharge on Water Utility Bills

This table develops the outside-city surcharge to be billed to any water utility customer outside the city limits served by the City. The table calculations are divided among several steps:

- The projected FY 2013-14 rate-based revenues are identified;
- The capital-related portion of the revenues is estimated;
- The projected depreciation is calculated;
- A rate of return on the City's water assets is calculated;
- The annual capital-related cost is the annual depreciation and rate of return on assets;
- The actually billed capital-related costs are subtracted from the total capital-related costs to determine the additional capital-related costs to be recovered from outside-city customers; and
- The net additional cost is divided by the total rate-based revenues to identify a surcharge rate to be added to the bills of outside-city customers.

As shown, starting in FY 2013-14 there is an additional \$1.8 million per year in unrecovered capital-related costs that are not billed to customers, in addition to the projected \$0.9 million in capital-related water service charges that will be billed to customers within the \$9.0 million in total annual charges.

Recommendation. Based on this finding, we recommend that a 20 percent outside-city surcharge be billed to all water accounts outside the city limits.

3.10 Table 10: Recommended Outside-City Surcharge on Sewer Utility Bills

This table develops the outside-city surcharge to be billed to any sewer utility customer served by the City who is outside the city limits. The table calculations are divided among several steps:

- The projected FY 2013-14 rate-based revenues are identified;
- The capital-related portion of the revenues is estimated;
- The projected depreciation is calculated;
- A rate of return on the City's sewer assets is calculated;
- The annual capital-related costs is the depreciation and rate of return on assets;
- The capital-related costs actually billed are subtracted from the total capital-related costs to determine the additional capital-related costs to be recovered from outside-city customers; and
- The net additional cost is divided by the total rate-based revenues to identify a surcharge rate to be added to the bills of outside-city customers.

As shown, in FY 2013-14 there is an additional \$258,000 per year in unrecovered capital-related costs that are not billed, in addition to the \$239,000 in capital-related charges within the total annual customer bills of \$1.2 million.

Recommendations. Based on this finding, we recommend that a 22 percent outside-city surcharge be billed to all outside-city sewer service customers.

4.0 Analysis Information Sources

The City's water and sewer connection charges and outside-city surcharges are based on the following information sources:

- City General Plan Housing Element, January 2012.
- RFC Wastewater Rate Study, December 15, 2010.
- RFC Water Budget Rate Study, October 16, 2012.
- Finance Department records for water system fixed assets and original values.
- Finance Department Water Utility Customer Account information.
- Public Works Department records for sewer system fixed assets and original values.
- Public Works Department Engineering Capital Improvement Plan for Construction Projects.
- City Comprehensive Annual Financial Report (CAFR).
- Engineering News Record Construction Cost Index for Los Angeles Region
- Recent City Pipeline Replacement Project Construction Costs, and City engineering, contract administration and inspection rates and surcharges
- Consultant-provided replacement cost tables for ductile iron pipelines and appurtenances, by diameter

5.0 Glossary

The technical terms and abbreviations used in the Study tables and documentation are:

Acct	Account	Hcf	Hundred cubic feet
Adj	Adjustment	ID	Inner Diameter
AF	Acre-feet volume	in.	Inch
AFY	Acre-foot per year	LF	Linear Foot
Alt	Alternative	MD	Maximum Day
Avg.	Average	MFD	Multi-family dwelling
AWWA	American Water Works Association	MGD	Million gallons per year
CAFR	Capital Annual Financial Report	MH	Maximum Hour
Cap	Capacity or Capital	Mi.	Mile
Ccf	Hundred cubic feet	Min	Minimum
CFS	Cubic feet per Second	Non-op	Non-operating
Chg	Charges	O&M	Operations and maintenance
CIP	Capital improvement program	OCLD	Original Cost Less Depreciation
COS	Cost of service	PPH	Persons per household
Cust	Customer	R&R	Repair and Replacement
CY	Calendar year		Replacement Cost Less
DI	Ductile Iron	RCLD	Depreciation
Dia.	Diameter	Rev	Revenues
DU	Dwelling Unit	RFC	Raftelis Financial Consultants
EDU	Equivalent Dwelling Unit	RoR	Rate of Return
	Equivalent 5/8" by 3/4" water	RTS	Readiness to Serve
EM	meter	SFD	Single family dwelling
	Engineering New Record	SOP	Standard operating procedures
ENRCCI	Construction Cost Index	Svc	Service
FA	Fixed Assets	V	Volume
ft.	Foot	Wtr	Water
FY	Fiscal Year	WW	Wastewater
GIS	Geographic Information System	Yr	Year
GPD	Gallons per Day		
GPM	Gallons per Minute		

6.0 Tables and Appendices

This section provides the tabulated technical calculations of the connection fees and outside-city surcharges. The tables are organized to first develop connection fees (aka development impact charges or system development charges) for both the water and sewer systems, and second to develop outside-city surcharges for the two utilities. The table and appendices are provided in the following order:

Table 1	Water Utility Accounts
Table 2	Sewer Utility Accounts
Table 3	Water Utility Fixed Assets
Table 4	Wastewater Utility Fixed Assets
Table 5	Capital Improvement Plan Projects
Table 6	Water System Connection Fee Recommendation
Table 7	Water Utility Connection Fees by Meter Size Recommendation
Table 8	Sewer System Connection Fee Recommendation
Table 9	Outside-City Surcharge on Water Utility Recommendation
Table 10	Outside-City Surcharge on Sewer Utility Recommendation
Appendix A	City of South Pasadena Current Pipe Installation Project Costs
Appendix B	Fixed Asset Value for Existing Ductile Iron Water Pipelines
Appendix C	Estimated Age of Pipeline Assets by Diameter
Appendix D	Original Unit Cost of Pipeline Assets by Diameter
Appendix E	Original Cost of Pipeline Assets by Diameter and Year of Service
Appendix F	Estimated Water Pipeline Life -- Western USA
Appendix G	Estimated Original City Pipeline Assets Costs by Year of Service
Appendix H	Engineering News Record Construction Index

Table 1
Water Utility Accounts

Water Meter Size (in)	Meter Capacity (GPM)	EM Capacity Ratios	2013 Accounts (a)	FY 2016-17 Projected Accounts	2020 Buildout Projected Accounts
5/8" x 3/4"	20	1	2,675	2,782	2,865
1	50	2.5	2,566	2,669	2,749
1 1/2	100	5.0	485	504	520
2	160	8.0	224	233	240
3	320	16.0	25	26	27
4	630	31.5	20	21	21
			5,995	6,235	6,422
5/8" by 3/4" meters (EMs)			14,337	14,910	15,358
Water Use (AFY)			4,200		
Water Use per EM (AFY)			0.29		

a. Source of 2013 Accounts is the City Billing System
EM: Equivalent 5/8" by 3/4" meter (based on capacity)
Growth between 2017 and Buildout at 2020 is estimated at 3%
2013 annual water supply requirement is 4,200 AFY including 8% losses.

Table 2
Sewer Utility Accounts

Class	Rates (\$/Acct bi-month)	Ratio	FY 2011-12		Dwelling Units per Account	2013 Dwellings/ Customers	FY 2014-15 Projected Accounts	Buildout 2020 Customers
			Actual Revenues	2013 Accounts				
Single Family	\$18.27	1.00	\$ 547,475	5,035	1.0	5,035	5,136	5,392
Multi-family	\$12.24	0.67	\$ 365,086	1,045	4.8	4,971	5,071	5,324
Commercial (est)	\$18.27	1.00	\$ 42,642	389		389	397	417
Total			\$ 955,204	6,469				
Equivalent Dwelling Units (EDUs)			8,714			8,754	8,930	9,376

Estimated multi-family dwelling units in 2011 was 4,646.

Growth is estimated at 1% year.

EDU: Equivalent Dwelling Unit based on rate per account type.

Table 3
Water Utility Fixed Assets

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Site	Land		1925	207	na	na	na	\$ 38,388	\$ 38,388	\$ 38,388	\$ 38,388
Site	Reservoir Sites		1925	207	na	na	na	\$ 46,296	\$ 46,296	\$ 46,296	\$ 46,296
Distribution	Est DI Pipe Cost by Yr of Service	31,181	1923	214	110	22	20%	\$ 174,991	\$ 33,407	\$ 8,445,823	\$ 1,612,384
Distribution	Est DI Pipe Cost by Yr of Service	3,984	1924	215	110	22	20%	\$ 22,218	\$ 4,444	\$ 1,067,364	\$ 213,473
Distribution	Est DI Pipe Cost by Yr of Service	25,728	1925	207	110	22	20%	\$ 205,082	\$ 42,881	\$ 10,232,880	\$ 2,139,602
Distribution	Est DI Pipe Cost by Yr of Service	2,711	1926	208	110	23	21%	\$ 15,141	\$ 3,304	\$ 751,860	\$ 164,042
Distribution	Est DI Pipe Cost by Yr of Service	6,451	1927	206	110	24	22%	\$ 35,681	\$ 8,109	\$ 1,788,990	\$ 406,589
Distribution	Est DI Pipe Cost by Yr of Service	48	1928	207	110	25	23%	\$ 238	\$ 56	\$ 11,865	\$ 2,805
Distribution	Est DI Pipe Cost by Yr of Service	1,112	1929	207	110	26	24%	\$ 5,520	\$ 1,355	\$ 275,442	\$ 67,609
Distribution	Est DI Pipe Cost by Yr of Service	1,309	1931	181	110	28	25%	\$ 6,123	\$ 1,614	\$ 349,375	\$ 92,108
Distribution	Est DI Pipe Cost by Yr of Service	941	1932	157	110	29	26%	\$ 3,543	\$ 966	\$ 233,067	\$ 63,564
Distribution	Est DI Pipe Cost by Yr of Service	2,802	1933	170	110	30	27%	\$ 12,491	\$ 3,520	\$ 758,909	\$ 213,874
Distribution	Est DI Pipe Cost by Yr of Service	9,477	1934	198	110	31	28%	\$ 58,190	\$ 16,928	\$ 3,035,481	\$ 883,049
Distribution	Est DI Pipe Cost by Yr of Service	11,392	1935	196	110	32	29%	\$ 58,556	\$ 17,567	\$ 3,085,706	\$ 925,712
Distribution	Est DI Pipe Cost by Yr of Service	24,394	1936	206	110	33	30%	\$ 134,853	\$ 41,682	\$ 6,761,378	\$ 2,089,881
Distribution	Est DI Pipe Cost by Yr of Service	12,607	1937	235	110	34	31%	\$ 83,179	\$ 26,466	\$ 3,655,832	\$ 1,163,219
Distribution	Est DI Pipe Cost by Yr of Service	35,632	1938	236	110	35	32%	\$ 225,794	\$ 73,896	\$ 9,881,929	\$ 3,234,086
Distribution	Est DI Pipe Cost by Yr of Service	38,910	1939	236	110	36	33%	\$ 245,547	\$ 82,593	\$ 10,746,392	\$ 3,614,695
Distribution	Est DI Pipe Cost by Yr of Service	33,296	1940	242	110	37	34%	\$ 215,462	\$ 74,432	\$ 9,195,932	\$ 3,176,776
Distribution	Est DI Pipe Cost by Yr of Service	29,176	1941	258	110	38	35%	\$ 201,405	\$ 71,407	\$ 8,062,892	\$ 2,858,662
Distribution	Est DI Pipe Cost by Yr of Service	4,147	1942	276	110	39	35%	\$ 29,849	\$ 10,854	\$ 1,117,023	\$ 406,190
Distribution	Est DI Pipe Cost by Yr of Service	5,422	1949	477	110	46	42%	\$ 97,089	\$ 41,484	\$ 2,102,295	\$ 898,253
Distribution	Est DI Pipe Cost by Yr of Service	10,101	1964	936	110	61	55%	\$ 246,701	\$ 139,050	\$ 2,722,303	\$ 1,534,389
Distribution	Est DI Pipe Cost by Yr of Service	15,330	1972	1,966	110	69	63%	\$ 844,070	\$ 537,136	\$ 4,434,408	\$ 2,821,896

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Production	Source of Supply-Wells		1964	936	50	10	20%	\$ 174,729	\$ 34,946	\$ 1,956,553	\$ 391,311
Production	Reservoir & Tanks		1965	971	30	6	20%	\$ 771,422	\$ 154,284	\$ 8,326,747	\$ 1,665,349
Production	Water Treat Structure & Imp		1969	1,309	50	10	20%	\$ 13,710	\$ 2,742	\$ 109,775	\$ 21,955
Production	MWD-Others Source of Supply		1971	1,704	20	4	20%	\$ 68,859	\$ 13,772	\$ 423,541	\$ 84,708
Production	Source of Supply-Structure. Imp		1977	3,162	50	14	28%	\$ 21,092	\$ 5,906	\$ 69,913	\$ 19,576
Production	Pump Stations Structure & Imp		1983	5,064	50	20	40%	\$ 162,476	\$ 64,990	\$ 336,285	\$ 134,514
Distribution	Fire Services		1988	5,771	20	4	20%	\$ 144,639	\$ 28,928	\$ 262,693	\$ 52,539
Building	Westside Warehouse Re-Roofing		1997	6,664	50	34	68%	\$ 13,941	\$ 9,480	\$ 21,927	\$ 14,910
Production	Reroofing		1997	6,664	50	34	68%	\$ 7,472	\$ 5,081	\$ 11,753	\$ 7,992
Distribution	Fire Serve 1996-1997 Additions		1997	6,664	20	4	20%	\$ 8,483	\$ 1,697	\$ 13,343	\$ 2,669
Distribution	Install Valve Garfield/Mission		1997	6,664	20	4	20%	\$ 10,979	\$ 2,196	\$ 17,268	\$ 3,454
Building	Paint City Yard		1998	6,852	50	35	70%	\$ 8,450	\$ 5,915	\$ 12,925	\$ 9,048
Reservoir	Master Plan-Wilson Reservoir		1998	6,852	50	35	70%	\$ 23,689	\$ 16,582	\$ 36,235	\$ 25,364
Reservoir	Master Plan-Wilson Reservoir		1999	6,826	50	36	72%	\$ 2,253	\$ 1,622	\$ 3,459	\$ 2,491
Building	Reroof-Reservoir Pump house		1999	6,826	20	6	30%	\$ 5,540	\$ 1,662	\$ 8,506	\$ 2,552
Building	Replace Svc Facility Garage		1999	6,826	50	36	72%	\$ 19,834	\$ 14,280	\$ 30,454	\$ 21,927
Reservoir	Reroof Grave Reservoir		1999	6,826	50	36	72%	\$ 43,613	\$ 31,401	\$ 66,966	\$ 48,215
Reservoir	Reroof Graves Reservoir		1999	6,826	50	36	72%	\$ 6,000	\$ 4,320	\$ 9,213	\$ 6,633
Site	Replace Driveway-Service		2000	7,068	20	7	35%	\$ 7,435	\$ 2,602	\$ 11,025	\$ 3,859

Water Asset Category	Water Asset Description	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Reservoir	Reroof Reservoir Pump house		2000	7,068	50	37	74%	\$ 6,128	\$ 4,535	\$ 9,087	\$ 6,725
Reservoir	Chain Link Fence-Garfield		2000	7,068	20	7	35%	\$ 11,430	\$ 4,001	\$ 16,949	\$ 5,932
Site	Concrete Slab, Heat Pump		2000	7,068	50	37	74%	\$ 5,531	\$ 4,093	\$ 8,202	\$ 6,070
Site	Pressure Reducing Valve		2000	7,068	20	7	35%	\$ 10,672	\$ 3,735	\$ 15,826	\$ 5,539
Supply	Rehab Wilson Well No 4		2000	7,068	50	37	74%	\$ 19,780	\$ 14,637	\$ 29,331	\$ 21,705
Reservoir	Ames Pump Control Valve		2000	7,068	20	7	35%	\$ 8,634	\$ 3,022	\$ 12,803	\$ 4,481
Telemetry	Design, Install Sys Control Data		2000	7,068	20	7	35%	\$ 61,109	\$ 21,388	\$ 90,616	\$ 31,716
Supply	Rehab Wilson Well No 4		2000	7,068	30	17	57%	\$ 65,534	\$ 37,136	\$ 97,179	\$ 55,068
Supply	Seal Abandon Wells Project		2000	7,068	30	17	57%	\$ 5,094	\$ 2,886	\$ 7,553	\$ 4,280
Site	Replace Garage Door		2001	7,227	50	38	76%	\$ 18,750	\$ 14,250	\$ 27,193	\$ 20,666
Distribution	Water Sys Air Vacuum		2001	7,227	30	18	60%	\$ 3,183	\$ 1,910	\$ 4,616	\$ 2,769
Distribution	Air Vacuum Release Sys		2001	7,227	30	18	60%	\$ 3,415	\$ 2,049	\$ 4,953	\$ 2,972
Telemetry	Design Water Control, Data		2001	7,227	30	18	60%	\$ 29,500	\$ 17,700	\$ 42,783	\$ 25,670
Telemetry	Design Data Acquisition		2001	7,227	30	18	60%	\$ 11,250	\$ 6,750	\$ 16,316	\$ 9,789
Supply	Demolition Well Facility		2001	7,227	50	38	76%	\$ 47,520	\$ 36,115	\$ 68,917	\$ 52,377
Supply	Demolition Well Facility		2001	7,227	50	38	76%	\$ 36,797	\$ 27,965	\$ 53,365	\$ 40,557
Site	Install Heater Unit- Svc Facility		2001	7,227	20	8	40%	\$ 12,950	\$ 5,180	\$ 18,781	\$ 7,512
Telemetry	Install System Control		2002	7,403	30	19	63%	\$ 12,693	\$ 8,039	\$ 17,971	\$ 11,381
Reservoir	Paint Bilicke Water Tank		2002	7,403	50	39	78%	\$ 425	\$ 332	\$ 602	\$ 469
Supply	Construction Wilson Well		2002	7,403	30	19	63%	\$ 19,250	\$ 12,192	\$ 27,255	\$ 17,261
Supply	Og Well Demolition Retention		2002	7,403	30	19	63%	\$ 9,369	\$ 5,933	\$ 13,264	\$ 8,401
Supply	Construction Wilson Well		2002	7,403	50	39	78%	\$ 43,875	\$ 34,222	\$ 62,119	\$ 48,453

Water Asset Category	Water Asset Descript	Pipe Length (ft)	Year of Service	LA ENRCCI (2013=10,481)	Life (years)	Remaining Life as of 2013		Original Cost (OC)	2013 OCLD	2013 RC	2013 RCLD
						Years	% of Life				
Reservoir	Paint Bilicke Water Tank		2002	7,403	50	39	78%	\$ 3,932	\$ 3,067	\$ 5,567	\$ 4,342
Reservoir	Paint Bilicke Water Tank		2002	7,403	50	39	78%	\$ 6,187	\$ 4,826	\$ 8,760	\$ 6,833
Reservoir	Paint Bilicke Water Tank		2002	7,403	50	39	78%	\$ 56,150	\$ 43,797	\$ 79,499	\$ 62,009
Reservoir	Engineering & CM Svc Grand Reservoir		2007	9,182	50	44	88%	\$ 982,404	\$ 864,516	\$ 1,121,427	\$ 986,856
Reservoir	Construction Grand Reservoir		2007	9,182	50	44	88%	\$ 6,387,856	\$ 5,621,313	\$ 7,291,824	\$ 6,416,805
Reservoir	Graves Reservoir Roof		2009	9,764	20	16	80%	\$ 17,796	\$ 14,237	\$ 19,103	\$ 15,283
Reservoir	230' Fencing & Gate - Graves Reservoir		2009	9,764	20	16	80%	\$ 7,911	\$ 6,329	\$ 8,492	\$ 6,794
Distribution	St Albans Emergency Water Replacement		2010	10,004	40	37	93%	\$ 71,038	\$ 65,710	\$ 74,423	\$ 68,841
Distribution	Rollin Water Line Improvements	730	2010	10,004	40	37	93%	\$ 161,832	\$ 149,695	\$ 169,543	\$ 156,827
Distribution	Water Transmission Line Sliplining		2010	10,004	40	37	93%	\$ 1,046,106	\$ 967,648	\$ 1,095,952	\$ 1,013,756
Distribution	Citywide Water Meter Replacement Phase I		2010	10,004	40	37	93%	\$ 66,003	\$ 61,053	\$ 69,148	\$ 63,962
Distribution	Oak Hill Ln & Pinecrest Waterline Relocation		2010	10,004	40	37	93%	\$ 74,000	\$ 68,450	\$ 77,526	\$ 71,712
Distribution	SCADA PRESSURE Transmitters		2011	10,089	15	13	87%	\$ 10,425	\$ 9,035	\$ 10,831	\$ 9,387
Distribution	Water Service Replacement Project		2011	10,089	40	38	95%	\$ 49,504	\$ 47,029	\$ 51,428	\$ 48,857
Distribution	Citywide Water Meter Replacement Phase II		2011	10,089	40	38	95%	\$ 49,290	\$ 46,826	\$ 51,206	\$ 48,646
Distribution	Hanscom Dr. & Peterson Ave Conveyance		2011	10,089	40	38	95%	\$ 13,084	\$ 12,430	\$ 13,593	\$ 12,913
Distribution	Brunswick Avenue Waterline Improvement	710	2011	10,089	40	38	95%	\$ 198,894	\$ 188,949	\$ 206,626	\$ 196,295
Reservoir	WIP: Engineering & CM Svc Wilson Reservoir		2012	10,329	50	49	98%	\$ 1,238,792	\$ 1,214,016	\$ 1,257,073	\$ 1,231,932
Reservoir	WIP: Construction Wilson Reservoir		2012	10,329	50	49	98%	\$ 7,869,900	\$ 7,712,502	\$ 7,986,038	\$ 7,826,317
Distribution	St Albans Water Line Repairs	1,550	2012	10,329	40	39	98%	\$ 242,578	\$ 236,514	\$ 246,158	\$ 240,004
Distribution	Water Transmission Line Sliplining Phase II		2012	10,329	40	39	98%	\$ 1,053,653	\$ 1,027,312	\$ 1,069,202	\$ 1,042,472
Distribution	Water Transmission Line Replacement	1,500	2013	10,481	40	40	100%	\$ 244,739	\$ 244,739	\$ 244,739	\$ 244,739
Total Fixed Assets as of 2013								\$ 24,815,985	\$ 20,598,303	\$ 122,334,251	\$ 51,351,982
Annual Depreciation on Assets									\$ 476,734		\$ 1,636,205

Refer to Appendix A to E for calculations of pipeline original costs.

RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

The June 2012 CAFR lists water utility "noncurrent Capital Assets – net of accumulated depreciation" at \$18.9 million.

Data Source: Public Works and Finance Dept records, excluding assets placed into service in 2013. See also calculations in this Analysis of pipeline asset values.

Assets that have exceeded their planned service lives will be estimated to have a remaining life of 20% of their normal service life.

Supply Main 1923-1942 Data Source: History of Water System, Water Main Installation Cost 1923 through 1942

Table 4
Wastewater Utility Fixed Assets

Sewer Asset Category	Diam (in)	Pipe Length (ft)/ No. of Assets	Material	Description	Year of Service	LA ENRCCI (2013= 10,481)	Est. Remaining Life as of 2013			Original Cost (est. in black, actual in blue)	OCLD	2012 Replacement Cost New (est)		
							Life (years)	Years	% of Life			2013 RC	2013 RCLD	
Pipeline	8	480	VCP	Amberwood, Grace an	2012	10,329	60	59	98%	\$ 59,918	\$ 58,919		\$ 60,802	\$ 59,789
Pipeline	8	720	VCP	Park Ave. from Greveli	2012	10,329	60	59	98%	\$ 128,834	\$ 126,687		\$ 130,735	\$ 128,556
Pipeline	na	na		Arroyo Park	2008	9,823	60	55	92%	\$ 18,810	\$ 17,243		\$ 20,070	\$ 18,397
Pipeline	na	na		Wilson Well #2 Rehab	2008	9,823	60	55	92%	\$ 566,842	\$ 519,605		\$ 604,801	\$ 554,401
Pipeline	na	na		Graves Well #2 Rehab	2009	9,764	60	56	93%	\$ 445,833	\$ 416,111		\$ 478,587	\$ 446,681
Pipeline	na	na		Oak Hill Ln & Pinecrest	2010	10,004	60	57	95%	\$ 28,000	\$ 26,600		\$ 29,334	\$ 27,867
Pipeline	na	na		Hanscom Dr & Peterso	2011	10,089	60	58	97%	\$ 93,149	\$ 90,044		\$ 96,771	\$ 93,545
Pipeline	na	na		Marengo Ave	2011	10,089	60	58	97%	\$ 209,363	\$ 202,384		\$ 217,502	\$ 210,252
Pipeline	na	na		Crestlake, Elm Park & E	2011	10,089	60	58	97%	\$ 127,183	\$ 122,944		\$ 132,127	\$ 127,723
Manhole	na	589		Access Manhole	1919	198	60	12	20%	\$ 39,518	\$ 7,904	\$ 2,061,500	\$ 2,091,837	\$ 418,367
Manhole	na	98		Access Manhole	1940	242	60	12	20%	\$ 8,036	\$ 1,607	\$ 343,000	\$ 348,048	\$ 69,610
Manhole	na	295		Access Manhole	1960	824	60	12	20%	\$ 82,368	\$ 16,474	\$ 1,032,500	\$ 1,047,694	\$ 209,539
Manhole	na	93		Flush Tank	1919	198	60	12	20%	\$ 5,348	\$ 1,070	\$ 279,000	\$ 283,106	\$ 56,621
Manhole	na	15		Flush Tank	1940	242	60	12	20%	\$ 1,054	\$ 211	\$ 45,000	\$ 45,662	\$ 9,132
Manhole	na	47		Flush Tank	1960	824	60	12	20%	\$ 11,248	\$ 2,250	\$ 141,000	\$ 143,075	\$ 28,615
Pipeline	6	736	VCP/CI	Original Sewers	1919	198	60	12	20%	\$ 1,687	\$ 337	\$ 87,985	\$ 89,280	\$ 17,856
Pipeline	8	159,313	VCP	Original Sewers	1919	198	60	12	20%	\$ 367,203	\$ 73,441	\$ 19,155,771	\$ 19,437,664	\$ 3,887,533
Pipeline	10	4,872	VCP	Original Sewers	1919	198	60	12	20%	\$ 11,290	\$ 2,258	\$ 588,976	\$ 597,643	\$ 119,529
Pipeline	12	2,924	VCP	Original Sewers	1919	198	60	12	20%	\$ 6,789	\$ 1,358	\$ 354,160	\$ 359,372	\$ 71,874
Pipeline	14	566	VCP	Original Sewers	1919	198	60	12	20%	\$ 1,327	\$ 265	\$ 69,220	\$ 70,238	\$ 14,048
Pipeline	16	3,004	VCP	Original Sewers	1919	198	60	12	20%	\$ 7,082	\$ 1,416	\$ 369,443	\$ 374,879	\$ 74,976
Pipeline	18	1,415	VCP	Original Sewers	1919	198	60	12	20%	\$ 3,359	\$ 672	\$ 175,237	\$ 177,816	\$ 35,563
Pipeline	6	123	VCP/CI	Original Sewers	1940	242	60	12	20%	\$ 344	\$ 69	\$ 14,664	\$ 14,880	\$ 2,976
Pipeline	8	26,669	VCP	Original Sewers	1940	242	60	12	20%	\$ 75,129	\$ 15,026	\$ 3,206,657	\$ 3,253,845	\$ 650,769
Pipeline	10	812	VCP	Original Sewers	1940	242	60	12	20%	\$ 2,300	\$ 460	\$ 98,163	\$ 99,607	\$ 19,921
Pipeline	12	487	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,383	\$ 277	\$ 59,027	\$ 59,895	\$ 11,979
Pipeline	14	94	VCP	Original Sewers	1940	242	60	12	20%	\$ 270	\$ 54	\$ 11,537	\$ 11,706	\$ 2,341
Pipeline	16	501	VCP	Original Sewers	1940	242	60	12	20%	\$ 1,443	\$ 289	\$ 61,574	\$ 62,480	\$ 12,496
Pipeline	18	236	VCP	Original Sewers	1940	242	60	12	20%	\$ 684	\$ 137	\$ 29,206	\$ 29,636	\$ 5,927
Pipeline	6	368	VCP/CI	Original Sewers	1960	824	60	12	20%	\$ 3,510	\$ 702	\$ 43,993	\$ 44,640	\$ 8,928
Pipeline	8	80,006	VCP	Original Sewers	1960	824	60	12	20%	\$ 767,437	\$ 153,487	\$ 9,619,970	\$ 9,761,536	\$ 1,952,307
Pipeline	10	2,436	VCP	Original Sewers	1960	824	60	12	20%	\$ 23,493	\$ 4,699	\$ 294,488	\$ 298,822	\$ 59,764
Pipeline	12	1,462	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,127	\$ 2,825	\$ 177,080	\$ 179,686	\$ 35,937
Pipeline	14	283	VCP	Original Sewers	1960	824	60	12	20%	\$ 2,761	\$ 552	\$ 34,610	\$ 35,119	\$ 7,024
Pipeline	16	1,502	VCP	Original Sewers	1960	824	60	12	20%	\$ 14,736	\$ 2,947	\$ 184,721	\$ 187,440	\$ 37,488
Pipeline	18	707	VCP	Original Sewers	1960	824	60	12	20%	\$ 6,990	\$ 1,398	\$ 87,619	\$ 88,908	\$ 17,782
Pipeline	8	700	VCP	Original Sewers	2009	9,764	60	56	93%	\$ 88,560	\$ 82,656	\$ 93,688	\$ 95,067	\$ 88,729
Sewer Length (mi)										55				
Total Fixed Assets as of 2013										\$ 3,227,408	\$ 1,955,376	\$ 38,719,786	\$ 41,060,309	\$ 9,594,843
Annual Depreciation on Assets										\$	\$ 53,790			\$ 645,330

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RCLD: Replacement Cost Less Depreciation

OCLD: Original Cost Less Depreciation

Data Source: Public Works Dept records from FY10-11, excluding assets placed into service in 2012 and 2013.

Assets that have exceeded their planned service lives will be estimated to have a remaining life of 120% of their current age.

Table 5
Capital Improvement Plan Projects

Utility	FY 2012-13						Total
	WIP	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Water	\$ 12,244,512	\$ 6,094,512	\$ 14,625,000	\$ 12,275,000	\$ 9,125,000	\$ 5,125,000	\$ 59,489,024
Sewer	\$ 848,720	\$ 4,100,000	\$ 4,100,000	\$ 3,100,000	\$ 100,000	\$ 100,000	\$ 12,348,720

Annual Depreciation on New Assets (Average 50 Year Service Life)

	Total		
Water Assets	\$ 244,890	\$ 121,890	\$ 366,780
Sewer Assets	\$ 16,974	\$ 82,000	\$ 98,974

CIP: Capital Improvement Projects

Source: City Department of Public Works Engineering 9/25/13

All projects are improvements to existing utilities.

Table 6
Water System Connection Fee Recommendation

Description	Value
Existing Fixed Asset Value	
Estimated Replacement Cost of Existing Fixed Assets (a)	\$122,334,251
Less Accumulated Depreciation (a)	<u>\$70,982,269</u>
Total Replacement Cost Less Depreciation (Table 3)	\$51,351,982
Equivalent 5/8" by 3/4" meters (EMs) at Buildout (Table 1)	<u>15,358</u>
1) FA Unit Value (\$ per EM at Buildout)	\$3,344
Water Rights Value (a)	
Estimated Purchased Cost of One AFY Water Rights Based on \$640/AF Lease Cost in perpetuity	\$3,200
Water Rights Required for New Accounts (AFY per EM, Table 1)	<u>0.29</u>
2) Cost of Additional Water Rights for New Connection	\$937
Capital Improvement Project Values	
Capital Improvement Projects (CIP) 2013-2020 (Table 5)	\$59,489,024
Equivalent 5/8" by 3/4" meters (EMs) at Buildout (Table 1)	<u>15,358</u>
Projected Unit Value (\$ per EM at Buildout in 2020)	\$3,874
Annual Escalation in Value from 2013 to 2020 (Appendix H)	<u>-3.2%</u>
3) Projected Unit Value (\$ per EM in 2013)	\$3,105
Net Cash Reserves	
Net Cash Reserves, excluding Bond Proceeds	\$7,595,763
2013 Equivalent 5/8" by 3/4" meters (Ems, Table 1)	<u>14,337</u>
4) Unit Value (\$ per EM)	\$530
Grand Total Water System Unit Value (\$RCLD per EDU in 2013)	\$7,916

RCLD: Replacement Cost Less Depreciation

Bonded utility debt on capital projects is not included in the the calculations.

a. Water Rights Value: Safe Yield is 3,568 AFY @ \$640/AF in 2012

Table 7
Water Utility Connection Fees by Meter Size Recommendation

Water Meter Size (in)	Meter Capacity (GPM)	EM Capacity Ratios	Est Water Capacity Allocation (AFY)	2013 Connection Fee by Meter Size
EM: 5/8" by 3/4"	20	1	0.29	\$7,916
1	50	2.5	0.7	\$19,789
1 1/2	100	5.0	1.5	\$39,578
2	160	8.0	2.3	\$63,325
3	320	16.0	4.7	\$126,649

Connection fees for new meter connections greater than 3 inches will be determined by the City Engineer.

The connection fees should be escalated annually for inflation based on the changes in the ENRCCI.

Table 8
Sewer System Connection Fee Recommendation

Description	Value
Fixed Asset Value	
Estimated Replacement Cost of Existing Fixed Assets (Table 4)	\$41,060,309
Less Accumulated Depreciation (a)	<u>\$31,465,466</u>
Total (Table 4)	\$9,594,843
Equivalent Dwelling Units (EDUs) at Buildout (Table 2)	9,376
1) FA Unit Value (\$ per EDU at Buildout)	<u>\$1,023</u>
Capital Improvement Project Values	
Capital Improvement Projects (CIP) 2013-2020 (Table 5)	\$12,348,720
Equivalent Dwelling Units (EDUs) at Buildout (Table 2)	9,376
Unit Value (\$ per EM at Buildout in 2020)	<u>\$1,317</u>
Annual Escalation in Value from 2013 to 2020 (Appendix H)	<u>-3.2%</u>
2) Projected Unit Value (\$ per EM at Buildout)	<u>\$1,056</u>
Net Cash Reserves	
Net Cash Reserves (Est per Preliminary CAFR 6/30/13)	\$127,520
2013 Equivalent 5/8" by 3/4" meters (EDUs, Table 2)	<u>8,754</u>
3) Projected Unit Value of Cash Reserves (\$ per EDU 2013)	<u>\$15</u>
Grand Total Sewer System Unit Value (\$RCLD per EDU in 2013)	<u><u>\$2,094</u></u>

RCLD: Replacement Cost Less Depreciation

Utility debt in operating accounts is included in the the cash reserves.

The connection fees should be escalated annually for inflation based on the changes in the ENRCCI.

Table 9
Outside City Surcharge on Water Utility Recommendation

Description	Values
FY 11-12 Rate-based Revenues	
Standby Service Charge	\$3,350,000
Water Sales	\$3,549,639
Actual FY 11-12 Rate-based Revenues	<u>Increase</u> \$6,899,639
Projected FY 13-14 Rate-based Revenues (b)	31% \$9,045,599
FY 13-14 Budget Expenditures Uses of Funds	
O&M Expense (a)	\$5,327,172
Other non-op Expenses (c)	\$348,727
Debt Interest (non-op expense)	\$2,386,575
Principal on Existing Debt Service (a)	<u>\$983,125</u>
Projected FY 13-14 Rate-based Revenues (b)	\$9,045,599
Estimated FY 11-12 Depreciation (Original Cost)	\$476,734
Annual Depreciation on New Assets	
FY 2012-13 WIP	\$244,890
FY 2013-14	<u>\$121,890</u>
Total Annual Depreciation as of 7/1/14	\$843,515
Water Utility Original Cost Less Depreciation (FY 2014)	\$38,692,437
City Rate of Return (RoR) on Assets Using the Debt Service Rate	<u>5%</u>
Annual RoR on Water Utility Assets (FY 2014)	\$1,934,622
Total Annual Depreciation as of 7/1/14	<u>\$843,515</u>
Total Capital-related Costs for Recovery from Outside-city Customers	\$2,778,137
Less Capital-related Costs in Rate-based Revenues for FY 13-14	<u>\$983,125</u>
Capital-related Costs for City Customers not Included in the Rate-based Revenues	\$1,795,012
Projected FY 13-14 Rate-based Revenues (b)	\$9,045,599
Percentage of Rate-based Revenues for Unbilled Capital Costs (outside-city surcharge)	20%

a. O&M and 2009 & 2004 debt source: RFC 2012 Water Rate Study Tables 4 and 6 and FY12 CAFR

b. Source: Rate increases from RFC 2012 Water Rate Study Table 7

c. Per RFC Water Rate Study Figure 3: No change to reserves.

Table 10
Outside City Surcharge on Sewer Utility Recommendation

Description	Values
Actual FY 11-12 Rate-based Revenues (CAFR)	\$955,204
Projected FY 13-14 Rate-based Revenues (b)	\$1,154,269
FY 13-14 Budget Expenditures Uses of Funds)	
O&M Expense (a)	\$709,162
Pay-go Project Expense (a)	\$200,407
Other non-op Expenses (c)	\$206,139
Principal on Proposed Debt Service (c)	\$38,560
Projected FY 13-14 Rate-based Revenues (b)	\$1,154,269
Estimated FY 11-12 Depreciation (Original Cost)	
Annual Depreciation on New Assets	\$53,790
FY 2012-13 WIP	\$16,974
FY 2013-14	\$82,000
Total Annual Depreciation for FY 2013-14	\$152,765
Sewer Utility Original Cost Less Depreciation (FY 2014)	\$6,887,122
City Rate of Return (RoR) on Assets (Debt Service Rate)	5%
Annual RoR on Sewer Utility Assets (FY 2014)	\$344,356
Total Annual Depreciation as of 7/1/14	\$152,765
Total Capital-related Costs for Recovery from Outside-city Customers	\$497,121
Less Capital-related Rate-based Revenues	\$238,967
Capital-related Costs for City Customers not Included in the Rate-based Revenues	\$258,153
Projected Rate-based Revenues (b)	\$1,154,269
Percentage of Rate-based Revenues for Unbilled Capital Costs (outside-city surcharge)	22%

a. O&M source: RFC 2010 Sewer Rate Study Table 6 and FY12 CAFR

b. Source: City Sewer Rate Schedule of increases

c. Per RFC Sewer Rate Study the proposed debt service in FY 14 is \$185,102. The Table 1 financing assumptions are 30 yr bonds at 5% interest. Year 1 of the bond has a principal portion of \$38,560.

Appendix A

City of South Pasadena Current Pipe Installation Project Costs

Contractor Bid Element	Street Location of 6" inner diameter (ID) ductile iron (DI) Pipe Replacement Project				Weighted Average
	Hawthorne	St. Albans	Rollin	Brunswick	
Pipeline Length (LF)	1,500	1,550	750	710	
Calendar Year of Bid	2012	2011	2010	2010	
No. of Contractor Bids (b)	7	6	12	12	
6" ID DI Pipe (\$/lf) Bid	\$103	\$113	\$96	\$111	
Fittings, hydrants, cuts etc (a)	\$71	\$66	\$87	\$136	
Unit Bid Price (\$/lf DI)	\$174	\$179	\$183	\$247	
Total Bid Price (\$/lf)	\$261,000	\$277,450	\$137,250	\$175,370	
ENRCCI Adj to 2012	na	2%	3%	3%	
Average 6" ID DI Pipeline Bid Prices Adjusted to 2012 Dollars					
Pipe (\$/lf) Bid	\$103	\$116	\$99	\$115	\$109
Fittings, hydrants, cuts etc Bid (a)	\$71	\$68	\$90	\$140	\$84
Subtotal DI Pipe 6" ID Total (\$/lf)	\$174	\$183	\$189	\$255	\$192
City Costs of Contract Management, Inspection, Change Orders etc in Fixed Asset Value (c)					
Engineering					15%
Construction Mgmt & Inspection					15%
Contingencies					10%
Total City Capitalized O/H Costs for Fixed Asset Value of Pipelines					40%
Grand Total Cost for Pipe 6" ID DI Total (\$/lf, 2012 dollars)					\$269

Calculated value is used to calibrate standard tables of pipeline cost, installed.

- Unit prices vary based on distance between water services, driveway cuts etc.
- The highest and lowest contractor bid price on each project was excluded.
- The estimates of capital project costs include the City's costs for design and construction management.

Appendix B
Fixed Asset Value for Existing Ductile Iron Water Pipelines

Pipe Inner Diameter (inch)	2005 Ductile Iron (DI) Pipe Replacement Costs (\$/lf, b)	2012 DIP Replacement Costs Using ENRCCI (\$/lf)	Calibration with Local Costs from 2012 South Pasadena Projects	Fittings, hydrants, Road Cuts etc	Capitalized PM, Inspection & Contract Mgmt	Total 2012 Pipeline Fixed Asset Unit Cost (\$/lf)	Total Replacement Cost 2012	City GIS Map Water Main Pipeline Information (a)	
								Feet	Percentage
2	\$74	\$89	\$92	\$77	\$68	\$238	\$279,293	1,175	0.4%
4	\$78	\$94	\$97	\$80	\$71	\$248	\$18,658,149	75,359	24.6%
6	\$87	\$105	\$109	\$84	\$77	\$269	\$29,837,061	110,761	36.2%
8	\$98	\$118	\$122	\$89	\$85	\$296	\$14,713,346	49,704	16.2%
10	\$102	\$123	\$127	\$91	\$87	\$306	\$5,888,099	19,270	6.3%
12	\$112	\$135	\$140	\$95	\$94	\$329	\$10,452,394	31,745	10.4%
16	\$147	\$177	\$184	\$110	\$118	\$412	\$4,143,508	10,063	3.3%
18	\$166	\$200	\$207	\$117	\$130	\$454	\$2,049,668	4,519	1.5%
24	\$301	\$363	\$376	\$165	\$217	\$758	\$2,695,627	3,557	1.2%
Total:							\$88,717,146	306,153	100%

a. Source: City GIS Map Water Main Pipeline Information

b. Source: Estimated pipeline costs are calibrated to recent local projects, and are based on the construction costs from other agencies and industry standards for inch-foot pipeline costs by type.

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Appendix C
 Estimated Age of Pipeline Assets by Diameter

Known Pipeline Ages	Known Pipe Lengths		Known Year of Service	All Pipes: Pipe Length (feet) by Inner Diameter (ID, in)										Share	Estimated Total Pipe Length (ft)
	Feet	Percentage		2	4	6	8	10	12	16	18	24			
Supply Mains 18218 ft 4"-10"	18,218	10.2%	1923	-	9,211	13,539	6,075	2,355	-	-	-	-	10.2%	31,181	
Supply Mains 2328 ft 2"-8"	2,328	1.3%	1924	20	1,267	1,862	836	-	-	-	-	-	1.3%	3,984	
Supply Mains 15032 ft 11/2"-24"	15,032	8.4%	1925	670	788	5,407	1,906	2,255	222	8,033	3,608	2,839	8.4%	25,728	
Supply Mains 1584 ft 4"-12"	1,584	0.9%	1926	-	712	1,047	470	182	300	-	-	-	0.9%	2,711	
Supply Mains 3769 ft 4"-12"	3,769	2.1%	1927	-	1,695	2,491	1,118	433	714	-	-	-	2.1%	6,451	
Supply Mains 28 ft 4"	28	0.0%	1928	-	48	-	-	-	-	-	-	-	0.0%	48	
Supply Mains 650 ft 4"	650	0.4%	1929	-	1,112	-	-	-	-	-	-	-	0.4%	1,112	
Supply Mains 765 ft 4" & 8"	765	0.4%	1931	-	789	-	520	-	-	-	-	-	0.4%	1,309	
Supply Mains 550 ft 4"	550	0.3%	1932	-	941	-	-	-	-	-	-	-	0.3%	941	
Supply Mains 1637 ft 4" -10"	1,637	0.9%	1933	-	828	1,217	546	212	-	-	-	-	0.9%	2,802	
Supply Mains 5537 ft 10" & 12"	5,537	3.1%	1934	-	-	-	-	3,580	5,897	-	-	-	3.1%	9,477	
Supply Mains 6656 ft 4"-10"	6,656	3.7%	1935	-	3,365	4,946	2,220	861	-	-	-	-	3.7%	11,392	
Supply Mains 14253 ft 2"-12"	14,253	8.0%	1936	99	6,383	9,381	4,210	1,632	2,689	-	-	-	8.0%	24,394	
Supply Mains 7366 ft 4"-24"	7,366	4.1%	1937	-	3,115	4,579	2,055	797	1,312	416	187	147	4.1%	12,607	
Supply Mains 20819 ft 4"-12"	20,819	11.6%	1938	-	9,361	13,759	6,174	2,394	3,943	-	-	-	11.6%	35,632	
Supply Mains 22734 ft 2"-12"	22,734	12.7%	1939	164	10,533	15,481	6,947	1,347	4,437	-	-	-	12.7%	38,910	
Supply Mains 19454 ft 2"-12"	19,454	10.9%	1940	141	9,014	13,248	5,945	1,152	3,797	-	-	-	10.9%	33,296	
Supply Mains 17047 ft 4"-12"	17,047	9.5%	1941	-	7,932	11,658	5,231	1,014	3,341	-	-	-	9.5%	29,176	
Supply Mains 2423 ft 2"-10"	2,423	1.4%	1942	20	1,267	1,862	836	162	-	-	-	-	1.4%	4,147	
Transmission Line 3168 ft	3,168	1.8%	1949	-	-	-	-	-	3,450	1,094	491	387	1.8%	5,422	
Supply Mains	5,902	3.3%	1964	-	3,101	4,558	2,045	397	-	-	-	-	3.3%	10,101	
Trans & Distributions - Mains	8,957	5.0%	1972	61	3,896	5,726	2,570	498	1,641	520	234	184	5.0%	15,330	
	178,877	100%													
			Total:	0.4%	24.6%	36.2%	16.2%	6.3%	10.4%	3.3%	1.5%	1.2%	100%	306,153	

Appendix D

Original Unit Cost of Pipeline Assets by Diameter-Foot

Year	ENRCCI	Ductile Iron Pipe Unit Original Cost by Year of Service by Inner Diameter (inch-foot)								
		2	4	6	8	10	12	16	18	24
1923	214	\$4.93	\$5.13	\$5.58	\$6.13	\$6.33	\$6.82	\$8.53	\$9.4	\$15.7
1924	215	\$4.95	\$5.15	\$5.61	\$6.16	\$6.36	\$6.85	\$8.57	\$9.4	\$15.8
1925	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1926	208	\$4.79	\$4.99	\$5.42	\$5.96	\$6.15	\$6.63	\$8.29	\$9.1	\$15.3
1927	206	\$4.74	\$4.94	\$5.37	\$5.90	\$6.09	\$6.57	\$8.21	\$9.0	\$15.1
1928	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1929	207	\$4.76	\$4.96	\$5.40	\$5.93	\$6.12	\$6.60	\$8.25	\$9.1	\$15.2
1931	181	\$4.17	\$4.34	\$4.72	\$5.19	\$5.35	\$5.77	\$7.22	\$7.95	\$13.28
1932	157	\$3.61	\$3.76	\$4.09	\$4.50	\$4.64	\$5.01	\$6.26	\$6.89	\$11.52
1933	170	\$3.91	\$4.08	\$4.43	\$4.87	\$5.03	\$5.42	\$6.78	\$7.47	\$12.47
1934	198	\$4.56	\$4.75	\$5.16	\$5.67	\$5.86	\$6.31	\$7.89	\$8.69	\$14.53
1935	196	\$4.51	\$4.70	\$5.11	\$5.62	\$5.80	\$6.25	\$7.81	\$8.61	\$14.38
1936	206	\$4.74	\$4.94	\$5.37	\$5.90	\$6.09	\$6.57	\$8.21	\$9.0	\$15.1
1937	235	\$5.41	\$5.63	\$6.13	\$6.74	\$6.95	\$7.49	\$9.4	\$10.3	\$17.2
1938	236	\$5.43	\$5.66	\$6.16	\$6.76	\$6.98	\$7.52	\$9.4	\$10.4	\$17.3
1939	236	\$5.43	\$5.66	\$6.16	\$6.76	\$6.98	\$7.52	\$9.4	\$10.4	\$17.3
1940	242	\$5.57	\$5.80	\$6.31	\$6.94	\$7.16	\$7.71	\$9.6	\$10.6	\$17.8
1941	258	\$5.94	\$6.18	\$6.73	\$7.39	\$7.63	\$8.22	\$10.3	\$11.3	\$18.9
1942	276	\$6.35	\$6.62	\$7.20	\$7.91	\$8.16	\$8.80	\$11.0	\$12.1	\$20.3
1949	477	\$11.0	\$11.4	\$12.4	\$13.7	\$14.1	\$15.2	\$19.0	\$20.9	\$35.0
1964	936	\$21.5	\$22.4	\$24.4	\$26.8	\$27.7	\$29.8	\$37.3	\$41.1	\$68.7
1972	1,966	\$45.3	\$47.1	\$51.3	\$56.3	\$58.2	\$62.7	\$78.4	\$86.3	\$144
2012	10,329	\$238	\$248	\$269	\$296	\$306	\$329	\$412	\$454	\$758
2013	10,481	\$241	\$251	\$273	\$300	\$310	\$334	\$418	\$460	\$769

Appendix E

Original Cost of Pipeline Assets by Diameter and Year of Service

Estimated Year of Service	Ductile Iron (DI) Pipe Original Costs by Inner Diameter (inch) by Year of Service										Total Original Cost
	2	4	6	8	10	12	16	18	24		
1923	\$ -	\$ 47,253	\$ 75,564	\$ 37,262	\$ 14,912	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 174,991
1924	\$ 98	\$ 6,530	\$ 10,442	\$ 5,149	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,218
1925	\$ 3,194	\$ 3,909	\$ 29,189	\$ 11,307	\$ 13,808	\$ 1,468	\$ 66,290	\$ 32,792	\$ 43,126	\$ -	\$ 205,082
1926	\$ -	\$ 3,551	\$ 5,679	\$ 2,801	\$ 1,121	\$ 1,989	\$ -	\$ -	\$ -	\$ -	\$ 15,141
1927	\$ -	\$ 8,369	\$ 13,383	\$ 6,600	\$ 2,641	\$ 4,688	\$ -	\$ -	\$ -	\$ -	\$ 35,681
1928	\$ -	\$ 238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238
1929	\$ -	\$ 5,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,520
1931	\$ -	\$ 3,423	\$ -	\$ 2,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,123
1932	\$ -	\$ 3,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,543
1933	\$ -	\$ 3,373	\$ 5,394	\$ 2,660	\$ 1,064	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,491
1934	\$ -	\$ -	\$ -	\$ -	\$ 20,968	\$ 37,222	\$ -	\$ -	\$ -	\$ -	\$ 58,190
1935	\$ -	\$ 15,812	\$ 25,285	\$ 12,469	\$ 4,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,556
1936	\$ 472	\$ 31,519	\$ 50,404	\$ 24,855	\$ 9,947	\$ 17,657	\$ -	\$ -	\$ -	\$ -	\$ 134,853
1937	\$ -	\$ 17,549	\$ 28,063	\$ 13,838	\$ 5,538	\$ 9,831	\$ 3,897	\$ 1,928	\$ 2,535	\$ -	\$ 83,179
1938	\$ -	\$ 52,960	\$ 84,690	\$ 41,763	\$ 16,713	\$ 29,668	\$ -	\$ -	\$ -	\$ -	\$ 225,794
1939	\$ 892	\$ 59,589	\$ 95,291	\$ 46,990	\$ 9,402	\$ 33,382	\$ -	\$ -	\$ -	\$ -	\$ 245,547
1940	\$ 783	\$ 52,288	\$ 83,616	\$ 41,233	\$ 8,250	\$ 29,292	\$ -	\$ -	\$ -	\$ -	\$ 215,462
1941	\$ -	\$ 49,055	\$ 78,446	\$ 38,683	\$ 7,740	\$ 27,481	\$ -	\$ -	\$ -	\$ -	\$ 201,405
1942	\$ 125	\$ 8,383	\$ 13,406	\$ 6,611	\$ 1,323	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,849
1949	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,469	\$ 20,800	\$ 10,289	\$ 13,532	\$ -	\$ 97,089
1964	\$ -	\$ 69,581	\$ 111,271	\$ 54,870	\$ 10,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 246,701
1972	\$ 2,748	\$ 183,610	\$ 293,619	\$ 144,790	\$ 28,972	\$ 102,859	\$ 40,775	\$ 20,170	\$ 26,527	\$ -	\$ 844,070
Total	\$ 8,312	\$ 626,054	\$ 1,003,742	\$ 494,580	\$ 158,369	\$ 348,007	\$ 131,762	\$ 65,179	\$ 85,720	\$ -	\$ 2,921,724

180

Appendix F
 Estimated Water Pipeline Life -- Western USA

Pipe Type		Service Life (yrs)
CI	Cast Iron	115
CICL	Cast Iron Cement Lined	100
DI	Ductile Iron	110
AC	Asbestos Cement	105
PVC	Poly Vinyl Chloride	75
Steel		95
PC	Prestressed Concrete	75

Source: AWWA 2010 Study "Buried No Longer"
 The City Department of Public Works estimates of asset service lives are based on best available information for asset management such as condition assessment and valuations. The City Department of Finance uses a standard service life of 50 years for CAFR-based GASB 34 depreciation calculations and accounting purposes; that value is not utilized in this Analysis.

Appendix G

Estimated Original City Pipeline Assets Costs by Year of Service

Year	Total		Original Cost		Replacement	
	Original Cost (OC)	Annual Depreciation (a)	Less Depreciation (2012 OCLD)	Total Replacement Cost 2012	Annual Depreciation	Cost Less Depreciation (2012 OCLD)
1923	\$174,991	\$1,591	\$33,407	\$8,445,823	\$76,780	\$1,612,384
1924	\$22,218	\$202	\$4,444	\$1,067,364	\$9,703	\$213,473
1925	\$205,082	\$1,864	\$42,881	\$10,232,880	\$93,026	\$2,139,602
1926	\$15,141	\$138	\$3,304	\$751,860	\$6,835	\$164,042
1927	\$35,681	\$324	\$8,109	\$1,788,990	\$16,264	\$406,589
1928	\$238	\$2	\$56	\$11,865	\$108	\$2,805
1929	\$5,520	\$50	\$1,355	\$275,442	\$2,504	\$67,609
1931	\$6,123	\$56	\$1,614	\$349,375	\$3,176	\$92,108
1932	\$3,543	\$32	\$966	\$233,067	\$2,119	\$63,564
1933	\$12,491	\$114	\$3,520	\$758,909	\$6,899	\$213,874
1934	\$58,190	\$529	\$16,928	\$3,035,481	\$27,595	\$883,049
1935	\$58,556	\$532	\$17,567	\$3,085,706	\$28,052	\$925,712
1936	\$134,853	\$1,226	\$41,682	\$6,761,378	\$61,467	\$2,089,881
1937	\$83,179	\$756	\$26,466	\$3,655,832	\$33,235	\$1,163,219
1938	\$225,794	\$2,053	\$73,896	\$9,881,929	\$89,836	\$3,234,086
1939	\$245,547	\$2,232	\$82,593	\$10,746,392	\$97,694	\$3,614,695
1940	\$215,462	\$1,959	\$74,432	\$9,195,932	\$83,599	\$3,176,776
1941	\$201,405	\$1,831	\$71,407	\$8,062,892	\$73,299	\$2,858,662
1942	\$29,849	\$271	\$10,854	\$1,117,023	\$10,155	\$406,190
1949	\$97,089	\$883	\$41,484	\$2,102,295	\$19,112	\$898,253
1964	\$246,701	\$2,243	\$139,050	\$2,722,303	\$24,748	\$1,534,389
1972	\$844,070	\$7,673	\$537,136	\$4,434,408	\$40,313	\$2,821,896
Total	\$2,921,724	\$26,561	\$1,233,151	\$88,717,146	\$806,520	\$28,582,858

a. All pipelines are Ductile Iron.

Appendix H
Engineering News Record Construction Index

Year (YE)	ENRCCI	
	Los Angeles	USA 20 Cities
1908	97	97
1910	96	96
1920	200	200
1930	203	203
1940	242	242
1945	308	308
1950	510	510
1955	660	660
1960	824	824
1965	971	971
1970	1,482	1,381
1975	2,586	2,212
1980	4,102	3,237
1985	5,447	4,195
1990	5,995	4,777
1995	6,526	5,524
2000	7,068	6,283
2001	7,227	6,390
2002	7,403	6,563
2003	7,532	6,782
2004	8,192	7,115
2005	8,567	7,446
2006	8,879	7,751
2007	9,182	7,966
2008	9,823	8,310
2009	9,764	8,570
2010	10,004	8,975
2011	10,089	9,194
2012	10,329	9,412
2013 (part year)	10,481	9,551
Current Annual Change		
2011-2013	2.4%	
2000-2012	3.2%	

The Engineering News Record Construction Cost Index tracks asset cost inflation.

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City of South Pasadena Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: December 3, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, P.E., Public Works Director
Shin Furukawa, P.E., Deputy Public Works Director *SF*
Thomas Amare, Civil Engineering Assistant *TA*

SUBJECT: **Direction Regarding the Use of Rule 20A for the Underground Utility District in Garfield Park**

Recommendation

It is recommended that the City Council provide direction regarding the use of Rule 20A for the purpose of undergrounding existing Southern California Edison (SCE) power lines along Garfield Park from Mission Street to Hope Street instead of from Grevelia Street to Hope Street.

Fiscal Impact

There are sufficient funds available in the City's Rule 20A allocation balance to complete either half of the underground utility district along Garfield Park.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

An underground utility district was created by City Council Resolution No. 7290 to underground existing utility lines in Garfield Park from Mission Street to Grevelia Street, paralleling Park Avenue.

At the April 9, 2014 City Council Meeting, the City Council approved the use of Rule 20A funds for the purpose of undergrounding SCE power lines in Garfield Park from Grevelia Street to Hope Street. Subsequently, Councilmember Schneider suggested that the City Council consider using Rule 20A funds for undergrounding from Mission Street to Hope Street instead of the original limits from Grevelia Street to Hope Street.

Analysis

Staff contacted SCE to inquire about the possibility of undergrounding the south half of the underground utility district along Garfield Park from Mission Street to Hope Street. According to

SCE, the cost between the original undergrounding limits from Grevelia Street to Hope Street and the proposed undergrounding limits from Mission Street to Hope Street is almost the same. Undergrounding of either segment can be accomplished using the city's available Rule 20A allocation balance of approximately \$2.7 Million. If the City Council approves undergrounding of the southern half along Garfield Park, work will include undergrounding existing overhead lines along the southern half of Garfield Park from Mission Street to Hope Street, underground of wires to an existing light pole in the middle of the Garfield Park, and additional undergrounding of approximately 100 linear feet of overhead conductor lines south of Mission Street.

Legal Review

The City Attorney has not been asked to review this staff report.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Resolution 7290
2. Proposed Undergrounding Location Map

ATTACHMENT 1
Resolution No. 7290

RESOLUTION NO. 7290**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING AN UNDERGROUND UTILITY DISTRICT IN
GARFIELD PARK FROM MISSION STREET TO GREVELIA
STREET, ALONG PARK AVENUE**

WHEREAS, a public hearing was held by the City Council on May 15, 2013, at 7:30 p.m., in the Amedee O. "Dick" Richards, Jr., City Council Chambers at 1424 Mission Street, South Pasadena, to ascertain whether the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar associated service as more fully shown on attached Exhibit "A"; and

WHEREAS, notice of such hearing has been given to all affected property owners as shown on the last equalized assessment roll and utilities concerned; and

WHEREAS, such hearing has been duly and regularly held, and all persons interested have been given an opportunity to be heard.

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

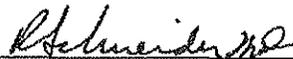
SECTION 1. That the City Council of the City of South Pasadena, hereby finds and determines that the public necessity, health, safety or welfare requires the removal of poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar associated service in the Garfield Park from Mission Street to Grevelia Street, along Park Ave. (District) herein above described.

SECTION 2. The City Council hereby establishes an Underground Utility District as shown in "Exhibit A" map entitled Underground Utility District in Garfield Park.

SECTION 3. This resolution shall become effective immediately upon its adoption.

SECTION 4. 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.

PASSED, APPROVED AND ADOPTED ON this 15th day of May, 2013.


Richard D. Schneider, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:


Sally Kilby, City Clerk
(seal)


Richard L. Adams II, 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 15th day of May, 2013, by the following vote:

AYES: Cacciotti, Joe, Khubesrian, Putnam, and Mayor Schneider

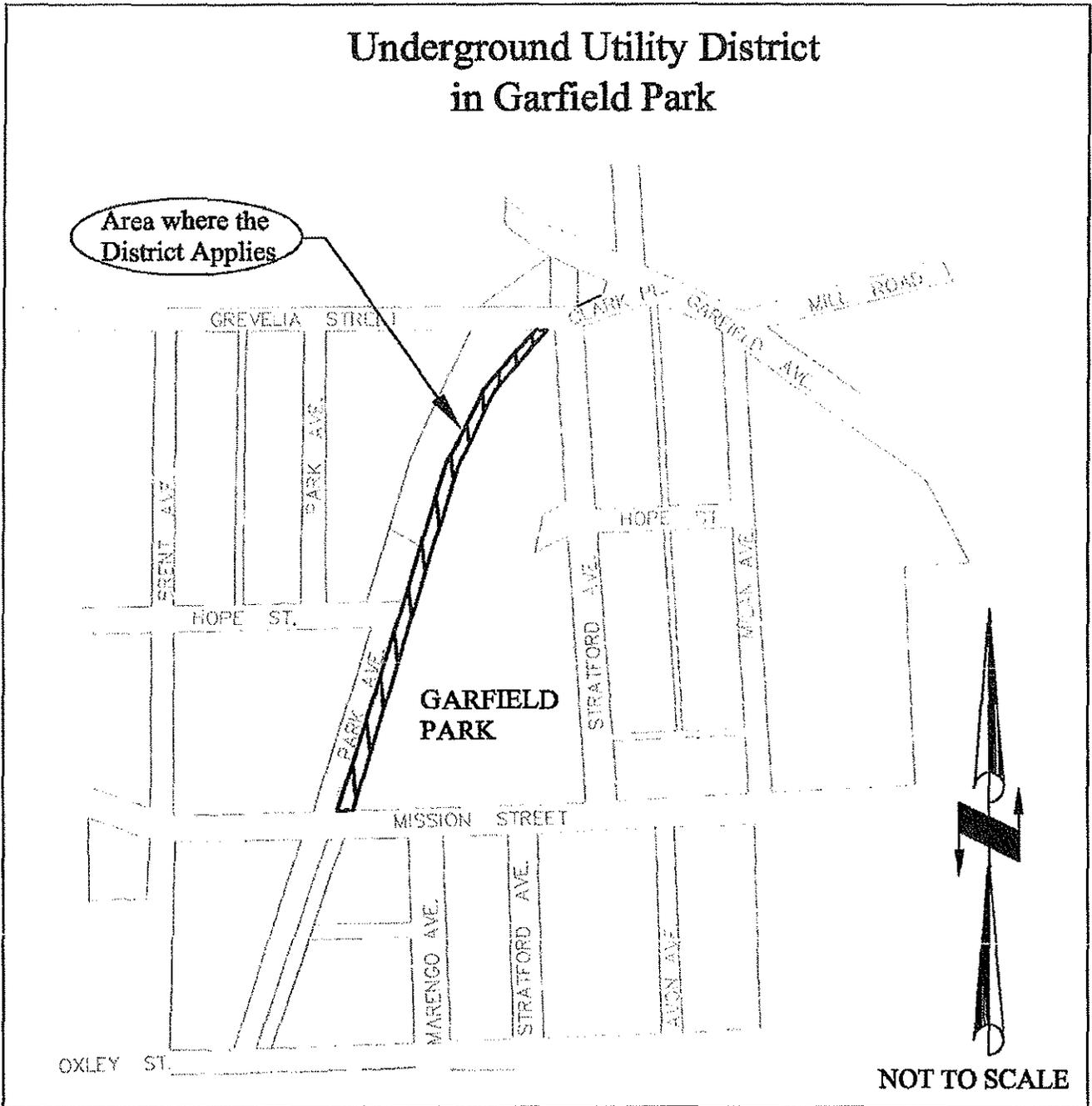
NOES: None

ABSENT: None

ABSTAINED: None

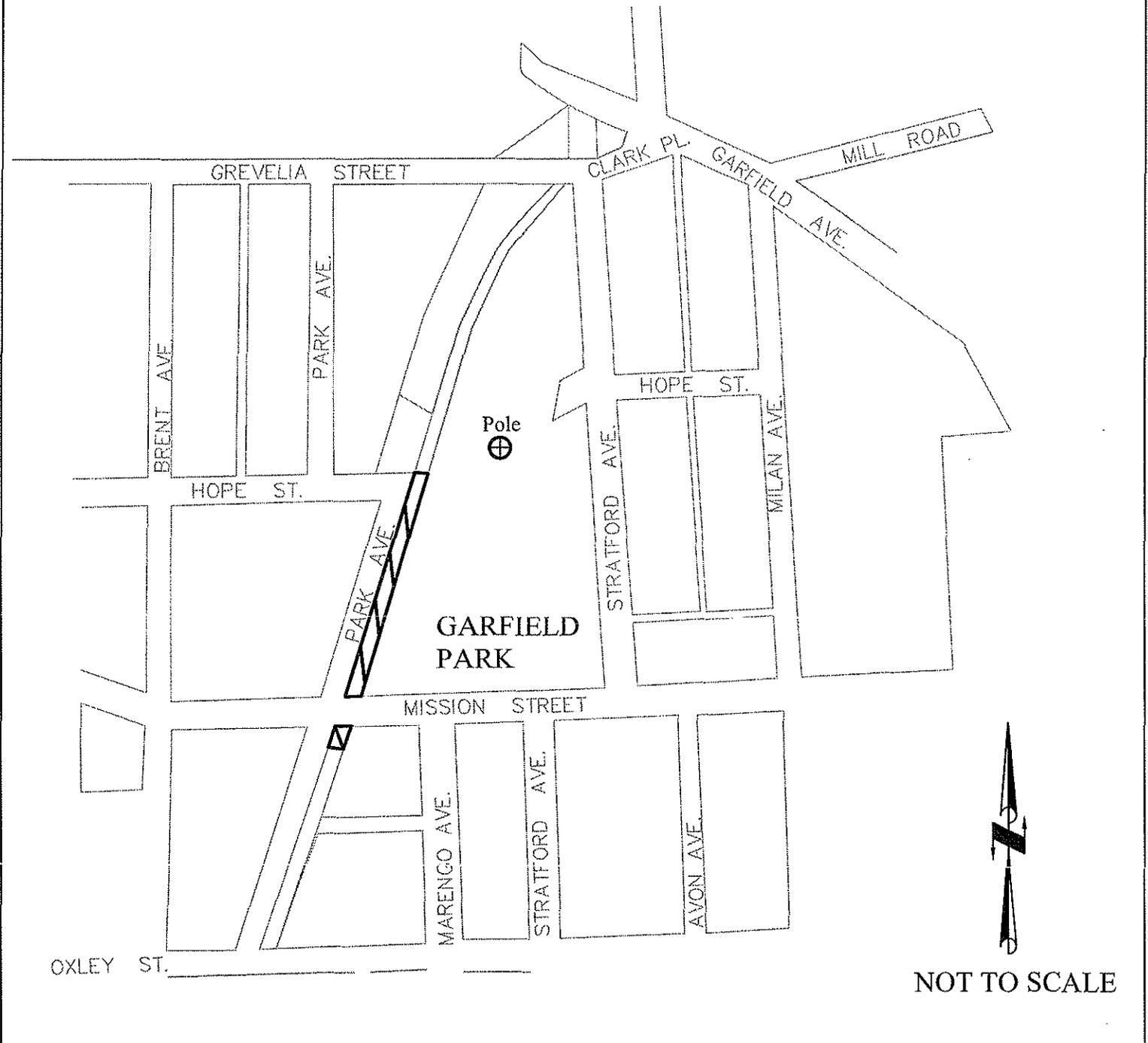

Sally Kilby, City Clerk
(seal)

EXHIBIT A



ATTACHMENT 2
Proposed Undergrounding Location Map

Proposed Undergrounding Location Map



City of South Pasadena Agenda Report

*Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: December 3, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Sheila Pautsch, Community Services Director *SP*
SUBJECT: **Consider Re-establishing the Full Time Program Specialist in the Transit Division of the Community Services Department**

Recommendation

It is recommended that the City Council consider re-establishing the full time Program Specialist in the Transit Division of the Community Services Department.

Fiscal Impact

There is no impact to the General Fund. The fiscal impact, if approved, would be an additional \$41,866 to Proposition A and C funds annually. There are sufficient funds within Proposition A and C to meet this increase.

Commission Review and Recommendation

This matter was reviewed by the Senior Citizen Commission (Commission) at their November 12, 2014 meeting. The Commission unanimously supports the return of the full time Program Specialist for the Dial-a-Ride program to meet the increased demands of ridership and administrative duties.

Background

At the November 20, 2013, City Council meeting, then Mayor Pro Tem Khubesrian expressed her concerns with availability and service issues relating to the Dial-a-Ride program over the past six months. During the following City Council meeting on December 4, 2013, Councilmember Cacciotti mentioned how seniors are having difficulty making appointments for Dial-a-Ride and requested staff to investigate. Staff determined the issue is primarily due to staffing.

At the February 5, 2014, City Council meeting, staff presented the City Council with three options to assist in alleviating the staffing problems. The Council unanimously approved option "C" which included a full time Coordinator, two full time Drivers, a part time Program Specialist, a part time Management Intern, and four part time Drivers for a budget of \$462,953. Part time Transit staff was also approved to work 28 hours a week.

Consider Re-establishing the Full Time Program Specialist in the Transit Division
December 3, 2014
Page 2 of 3

Funding Source

The Community Transit Program is funded by Prop A and C. Prop A and C are two ½ cent sales tax measures approved by Los Angeles County voters to finance a Transit Development Program. Program funds are used by cities and the County to develop and/or improve public transit, paratransit and related transportation infrastructure. These funds are allocated and distributed monthly to jurisdictions on a “per capita” basis by the Los Angeles County Metropolitan Transportation Authority (Metro).

Allowable Uses of Prop A and C Funds

Prop A requires that funds be used exclusively to benefit public transit. Expenditures related to fixed route and paratransit services, Transportation Demand Management, Transportation Systems Management and fare subsidy programs that exclusively benefit transit are all eligible uses of Prop A funds. Prop A funds may also be traded to other jurisdictions in exchange for general or other funds.

Prop C requires that the funds also be used to benefit public transit, as described above, but provides an expanded list of eligible projects expenditures including Congestion Management Programs, bikeways and bike lanes, street improvements supporting public transit services, and Pavement Management System Projects. Prop C funds cannot be traded.

Analysis

Since the implementation of the new Transit staffing model in March 2014, Dial-a-Ride has experienced a tremendous increase in ridership. With the increase availability of staff to work additional hours, passengers have been able to schedule and attend appointments and shopping trips without delay. Customer service has improved greatly for the passengers as staff ensures a safe and comfortable ride. Passengers have experienced a decrease of wait time on return trip from approximately 1 hour to 20 minutes or less. There has been an increase in requests for services from new members.

Below is a chart that shows increased ridership throughout the last ten months of 2014.

January	February	March	April	May	June	July	August	September	October
600	614	603	700	774	804	893	926	930	950

The current part time Program Specialist has undertaken a high level and high volume of responsibilities and tasks which would require more time to complete. These tasks include, but are not limited to, vehicle maintenance and inspections, audit reports, monthly Metro reporting of daily transports, staff supervision and evaluations, passenger relations, budgeting and special projects and reports. If this position is granted for full time status, the Program Specialist will be able to meet expanded responsibilities and help keep up with the increased demand for services. as well as undertake more responsibilities and task that the Director oversees such as train and discipline staff, purchasing vehicles, creation of policies and procedures for the division, and assist in any incidents and/or accidents and carry out any procedures or actions within their authority.

Consider Re-establishing the Full Time Program Specialist in the Transit Division
 December 3, 2014
 Page 3 of 3

Below is a comparison between the current budget and possible new budget with full time Program Specialist position. The budget will have an increase of \$41,866 between Prop A and C. If approved, the position will begin on December 15, 2014.

Personnel	2014-15	Personnel	2014-15
FT	127,440	FT	172,860
PT	171,895	PT	156,928
PERS -PT	21,278	PERS -PT	18,831
PERS -FT	19,958	PERS -FT	26,730
WC -PT	5,144	WC -PT	5,150
WC - FT	8,141	WC - FT	6,698
Health Ins	22,500	Health Ins	30,000
Vision	720	Vision	860
Dental	2,700	Dental	3,600
Life	558	Life	744
FICA - FT	1,848	FICA - FT	2,630
FICA - PT	2,571	FICA - PT	1,588
Overtime	5,000	Overtime	5,000
Total	384,753	Total	431,619
O&M	73,200	O&M	73,200
Total	462,953	Total	504,819

(The above benefits are close estimates)

Below are the last three years of Prop A and C funds received:

	Prop A	Prop C
2012	378,198	314,175
2013	399,925	332,283
2014	438,840	363,409

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: None

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City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: December 3, 2014
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Adoption of City Council Policies**

Recommendation

It is recommended that the City Council adopt policies setting protocols for the City Council.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

Mayor Khubesrian received a second from Councilmember Mahmud to place on the agenda for discussion, adoption of Council policies to clarify the roles and responsibilities of the City Council in the context of the Council/Manager form of government, including guidance on communications with City staff.

At the October 1, 2014 City Council meeting, the Council received a report on the matter. To aid in the discussion, a sampling of common city council policies was included for Council consideration. The City Council made recommendations on what to include in the policy and requested a draft policy be prepared for consideration at a future City Council meeting. City Attorney Highsmith provided a draft policy to the Council in advance for their review. After reviewing input from individual Councilmembers, City Manager Gonzalez made revisions that are reflected in the attached draft.

Analysis

The City of South Pasadena operates as a "Council/Manager" form of government. The City Council sets policy and holds the City Manager accountable for its implementation and through the establishment of annual goals and objectives. The City Manager is hired by the City Council to also run the daily operations of the City. The City Manager hires and supervises executive management staff to ensure effective and efficient delivery of city services. It is not always easy to recognize the line between the setting of a policy, which is the power and role of the City Council, and the implementation of an existing policy, which is the responsibility of the City Manager; accordingly, many city councils develop policies to help guide communications

between the council, the city manager and staff. Adoption of Council policies can help Council keep focus and thus improve its effectiveness by clarifying the roles and responsibilities of the City Council and other elected and appointed city officials.

In order to utilize staff resources in an efficient manner by establishing clear lines of communication, the policies will require that all communications go through the City Manager and that contact with city staff be limited to department heads, with the prior approval of the City Manager. Furthermore, to ensure that the full council has had the opportunity to weigh in on policy related matters, projects that require City resources such as city funds and/or staff time, should be placed on a council agenda. There, the matter can be discussed to determine how it supports the adopted goals and objectives and whether it unnecessarily takes staff away from daily operations.

Legal Review

The City Attorney has reviewed this agenda item and attachment.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: City Council Policies

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL PROTOCOLS
PREAMBLE

The City of South Pasadena is a General Law City, incorporated March 2, 1888, operating under the “Council-Manager” form of government.

The City Council is the legislative body; its members are the community’s decision makers. Power is centralized in the elected council, which approves the budget and sets policy, for example. The City Council also focuses on the community’s goals, major projects, and such long-term considerations as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The City Council appoints the City Manager, a professional who carries out the administrative responsibilities to manage the daily operations of the City. The City Council evaluates the City Manager’s performance.

The South Pasadena City Council is charged with taking appropriate, necessary, and timely action to maintain the City of South Pasadena as a leading, well-managed, and innovative city at the forefront of desirable California cities.

It is the overall responsibility of the City Council a) to gather information and knowledge; b) to take counsel; c) to keep a long-range perspective; d) to hold itself to the highest standards of ethical and professional conduct in the performance of its duties without regard to personal advantage; e) to be free of favoritism; f) to listen carefully to the public; and g) to conduct a reasonable and reasoned period of discussion prior to making decisions.

To accomplish the above-stated responsibilities, and as guidance for the orderly governance of the City, the South Pasadena City Council has adopted the following protocols. Except for those protocols that are based on law, these protocols are voluntary and non-binding. They are set forth here to clarify what has become, over time, successful procedures or best practices for the conduct of civic affairs within our City.

These protocols are intended to be consistent with all legal requirements applicable to the conduct of City affairs. In the instance of any conflict with State or federal law, or with the South Pasadena Municipal Code, such State, federal or municipal law requirements will control. In addition, official City meetings are generally conducted pursuant to Rosenberg’s Rules of Order.

It is expected that the City Council will review and renew these protocols periodically to consider appropriate additions, deletions, and/or amendments.

GENERAL

1. The Council participates in regional, state and national programs and meetings which serve the best interests of the City of South Pasadena.
2. The Council provides policy direction to the City Manager. The City Manager, through city staff, implements Council policy. The Council does not interfere with the operating decisions of the city, which are the responsibility of the City Manager. No individual Councilmember shall give any orders to the City Manager.
3. The City Manager keeps each Councilmember fully, and equally, informed as to all matters of importance to the city, including agenda items, financial conditions, needs of the city, resident concerns, staffing needs, and urgency items.
4. The Council endeavors not to burden the City Manager or staff with demands for individual time or attention on matters that the City Manager can better handle with general communications to the Council as a whole.
5. The Council looks to the City Manager, staff, commissions and committees for advice on city policies and legislative actions.
6. The Council complies with all laws relating to open meetings, public records, and conflicts of interest.
7. The Council encourages resident participation in the development of City policies.
8. The Council desires the public to be fully informed about decisions that impact the public, and encourages public comment as policies are set.
9. The Council makes adequate provision for the training and continuing education of the Council, commissions, and city staff.
10. All Councilmembers should receive and review any documents shown or provided by city staff to any other Councilmember.
11. Councilmembers inform the City Manager as far in advance as possible of when they will be out of town or otherwise unavailable to conduct city business.

CITY COUNCIL PREPARATION

1. Councilmembers avoid surprising their colleagues or staff. To the maximum extent possible, Councilmembers advise the City Manager in advance of issues or questions they intend to bring up at a public meeting. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting. Getting minor questions resolved with staff prior to a public meeting will shorten meetings and move the agenda forward in a timely manner.
2. Councilmembers are prepared for Council or committee meetings, which includes having read all agendas and supporting documentation prior to the meeting.
3. Councilmembers stay abreast of regional issues affecting neighboring cities, counties, and the operations of other districts or agencies.

PUBLIC MEETINGS

1. The City Council generally meets on the 1st and 3rd Wednesday of the month. Open/General Session starts at 7:30pm. Closed Session is typically held in the City Manager's Conference room located on the 2nd floor at City Hall and starts either at 6:00 p.m. or 6:30 p.m. Rules of Order shall apply to the City Council, all Commissions and Boards as set forth in resolution 6513 passed on January 7, 1998.
2. Public hearings and discussion items at Council meetings proceed generally in the following order:
 - a. City staff presents a report of the item under consideration.
 - b. Councilmembers have an opportunity to ask questions of staff for clarification or to gather additional information.
 - c. Public testimony is taken from affected parties or members of the public who wish to be heard.
 - d. At the close of public testimony, the Mayor allows staff to respond to any public testimony which staff wishes to supplement or regards as inaccurate or in need of clarification.
 - e. The Mayor allows other Councilmembers to speak first, and then summarizes or provides the final comments before asking for a motion or direction to staff on the item.
 - f. The order of Council comments is at the discretion of the Mayor. If the item under consideration was studied first by a committee of the Council, members of the committee would be expected to lead off the discussion.
3. Any Councilmember who desires to recuse himself or herself for conflict of interest or any other reason shall do so as soon as the item is called and shall leave the Council chambers until the item is concluded.

4. Any Councilmember may request a continuance of an item on the agenda if that Councilmember needs more time to become fully informed and able to render a decision. However, a continuance need not be granted if a majority of the Council deems it necessary to render a decision at the agendized time.
5. If a Councilmember is ill or away for any agenda item of special interest to that Councilmember, the item may be continued or tabled at that Councilmember's request, subject to any applicable statutory time periods, and only if such delay would not be adverse to the City's best interests. However, Councilmembers should not request a continuance without justifiable reason. Bear in mind that the public may attend expecting discussion or action on the issue, staff has prepared reports, and there may be staff or consultants present just for that item. Councilmembers should coordinate with the City Manager about future agendas and their own schedules to avoid missing items that may be of particular interest to them.
6. If any Councilmember becomes aware of an unexpected issue that may be brought up by a member of the public at a Council, commission or committee meeting, that Councilmember will, as a courtesy, inform the other Councilmembers and the City Manager to the extent legally permissible.
7. Councilmembers are expected to attempt to persuade their colleagues to their point of view through reasoned debate, but also to accept the Council's ultimate decision graciously and as final. Councilmembers should not place the City Manager or staff in the position of having to deal with minority positions which do not further established Council policy.
8. Councilmember comments provide an opportunity to report on recently attended or upcoming events, meetings and/or conferences. Councilmmebers should be mindful of the workload of the City Manager and City Staff when requesting to add items onto a future agenda.
9. Subject to applicable legal deadlines, the Mayor or any Councilmember may move to refer back to staff any agenda item that is deemed to be incomplete or unready for final decision. The same rule applies to City Commissions.
10. Direction to staff must be determined by a majority of the Council and must be clearly identified at the Council meeting. Tacit approval, or lack of disagreement by others, is not considered direction. The Mayor should ensure that the direction staff receives is clear and represents the majority view of the Council.
11. Dedication of Meeting - There are times when a meeting is dedicated to the memory of an individual. The Mayor with Council concurrence, provides direction to staff. When a meeting is dedicated, a notation appears on the agenda, and the Mayor announces the dedication. After the meeting, an appropriate letter is sent to the family acknowledging the dedication.

12. All meeting participants shall conduct themselves in an orderly manner. As a last resort, any person who causes an actual disruption to, or impedes the orderly conduct of, the meeting may be removed from the meeting room pursuant to California Government Code Section 54954.3(c).

SELECTION OF THE MAYOR AND MAYOR PRO TEM

1. As far as possible, each Councilmember should have a fair and equal opportunity to serve as Mayor and Mayor Pro Tem.
2. The reorganization of the City Council shall be agendized for the 2nd regular meeting of December.
3. Current Mayor will ask for nominations (without a motion or second) for Mayor. Votes for each nominee (if more than one) will be taken and the nominee that receives three votes out of five will serve as Mayor.
4. The newly selected Mayor will then take nominations (without a motion or second) for Mayor Pro Tem. Votes for each nominee (if more than one) will be taken and the nominee that receives three votes out of five will serve as Mayor Pro Tem.
5. Terms: Both the Mayor and Mayor Pro Tem will serve for a twelve month period.

MAYOR'S ROLE

1. The Mayor represents the City, is its official spokesperson, and presides over all City Council meetings.
2. It is the Mayor's prerogative to make Commission Liaison assignments. Councilmembers. The Mayor accommodates Council choices whenever possible.
3. The Mayor, in consultation with the City Manager, sets the agenda for each Council meeting.
4. The Mayor and one other Councilmember, or any two Councilmembers may place an item on the City Council agenda. Items may return without a "staff report" so that the City Manager can communicate to the Council the anticipated amount of staff time the report will require and seek direction from the majority of the Council to move forward.
5. At a public meeting, the Mayor has discretion to move agenda items and/or to take them out of order to accommodate the needs of the Council or the public.

6. In the absence of the Mayor, the Mayor Pro Tem performs the duties of Mayor.
7. The Mayor is obliged to act as a facilitator during public meetings. The Mayor ensures that all views are heard and that the meeting progresses in an orderly and timely fashion. The Mayor provides an equal opportunity for each Councilmember to be heard.

CITY COUNCIL INTERACTION AND COMMUNICATION

1. Councilmembers are flexible and cooperative in filling in for one another at meetings or important functions.
2. Councilmembers do not engage in private discussions in violation of the Brown Act. A Councilmember who feels that a conversation is potentially a violation should express his or her concern and immediately withdraw from the conversation. Councilmembers are expected to honor such concerns and immediately cease the conversation even if they do not agree that the Brown Act applies in that particular instance.
3. If a Councilmember takes a position in the media, or at any public hearing, critical of a decision, or critical of fellow Councilmembers or members' positions on issues, such public comments should stick to the issues under contention and never involve personal attacks. Councilmembers shall be mindful when representing views or making comments and, if they do not reflect the majority of the Council, must claim the comments as their own personal opinion. Positions set forth in writing on City letterhead should clearly indicate if the position stated is one officially voted on by the City Council, or if it only represents the position of the individual Councilmember.
4. Councilmembers should avoid expressions, comments, or opinions of city fault responsibility or liability in any matters involving property damage, personal injury or alleged breach of contract or alleged violation of law.
5. If any Councilmember feels that a Protocol is being violated, it is appropriate for that member to discuss it individually with the errant Councilmember. If the City Manager or staffs are involved, it is appropriate to discuss it with the City Manager. If this does not resolve the situation, it is appropriate, as a last resort, to bring up the matter within the Future Agenda Item period of a public meeting and ask for the issue to be put on a future agenda.
6. Councilmembers may request, through the City Clerk, certificates or other awards recognizing special events, organizations or individuals of importance to the City. All such requests will be forwarded to the entire City Council for comment, request for more information, have staff vet the organization or to voice an objection. If no objection, the Certificate shall be presented at a City Council meeting. It can also be mailed or

presented at a function by the Mayor and/or requesting Councilmember. Such certificates or awards are normally to include the name and/or signature of all Councilmembers.

7. Councilmembers who plan or appear at programs or events which involve the use of City staff or resources shall provide notice of such programs or events to all Councilmembers.

COMMENDATIONS, CERTIFICATES, PROCLAMATIONS, AND DEDICATIONS

Note: The City Council adopted these Guidelines for Commendation, Certificates, Proclamations, and Dedications by Resolution No. 6298 on February 1, 1995.

Requests for proclamations and certificates are received from members of the public, community organizations or directly from Councilmembers. Requests shall be put in writing and distributed to the City Council.

GUIDELINES FOR RECOGNITION:

In making the determination for issuing city recognition the significance of the event or the contributions of the individual to the community shall be considered. The following types of requests may receive recognition:

1. Community Events, Community organizations
2. Athletic/Academic Accomplishments
3. Acts of Heroism
4. Non-profit organizations, Yearly Commemorative Events
5. Eagle Scouts and Golden Arrow Scouts
6. City Commissioner Appointments and Resignations
7. Ethnic celebrations
8. Milestone Birthdays or Anniversaries
9. Regional Events and Recognition for Other cities

The Mayor will provide direction to staff in accordance with these guidelines. Any Councilmember shall notify the Mayor with any objections. At which time, the Mayor shall agendize the matter for discussion.

FORMS IN WHICH THE RECOGNITION CAN BE PREPARED:

Certificates

1. Certificates are prepared in response to the type of recognition desired. These include Certificates of Appointment, Certificates of Recognition, Certificates of Appreciation and Certificates of Achievement.

2. The Mayor, in accordance with the guidelines set forth by the City Council, will determine if a certificate shall be issued and direct staff to prepare the Certificate. Presentations will be agendized if the recipient can be present at the meeting.

Proclamations

1. Proclamations contain several biographical or informational paragraphs. These are typically used for bringing attention to a particular subject by proclaiming something on a certain day, week or month. For example: Fire Prevention Week; Older American Month.

Letters

Note: The City Council adopted the following Guidelines by Resolution No. 7092 on January 6, 2010.

1. Letters addressed to the City Council that do not require action by the Council may be responded to by a letter from the Mayor on behalf of the City Council, and a copy of the original letter and response will be distributed to all members of the City Council and City Manager.
2. Letters expressing the City's official position, based on resolution or ordinance, shall be authorized by the City Council .if time permits (and if time does not permit, by the City Manager), and signed by the Mayor or the Mayor Pro Tem, if the Mayor is unavailable, and/or all members of the City Council. A copy of such letter shall be provided to all members of the City Council and the City Manager.
3. All other letters expressing the opinion and/or position of the entire City Council that is not based on Council action, resolution or ordinance must receive prior authorization from the City Manager and/or approval of the City Council.
4. Letters drafted by individual members of the City Council, authorized by the City Council, and on behalf of the City, speaking for the City and/or representing the City, shall indicate or announce that context in the beginning of the letter.
5. Letters drafted by individual members of the City Council in which he/she is speaking on behalf of himself/herself, and not the City, shall indicate or announce that qualification in the beginning of the letter.
6. Commissions shall not be permitted to send letters on City letterhead.
7. Congratulatory, commendation and letters of appreciation from Councilmembers on City letterhead shall be permitted without having to obtain prior authorization.
8. A copy of all letters on City letterhead sent by the Mayor and/or individual Councilmembers shall be provided to the City Clerk's Office.

CITY COUNCIL INTERACTION AND COMMUNICATION WITH CITY MANAGER AND STAFF

1. Councilmembers feel free to communicate with the City Manager about any City issues, including resident concerns. However, Councilmembers are also mindful of the City Manager's busy schedule and competing requests for access.
2. Complaints or concerns about any City services are taken up with the City Manager. It is not appropriate, in any situation, to critique, ridicule, or complain about city services or staff in public.
3. Councilmembers may routinely ask (with the knowledge of the City Manager) department heads for information relative to their department. However, inquiries that require extensive research, or reports that may occupy more than cursory staff time should first be discussed with the City Manager, and may require action or approval by the entire Council.
4. Department heads report to the City Manager. Councilmembers do not insert themselves into or interfere with that chain of command.
5. The Council should expect to be fully and promptly informed by the City Manager or his designee regarding any unusual activities or events of public concern.
6. Councilmembers keep a friendly, professional relationship with staff members, but avoid getting involved with personal matters, operational matters, work assignments or projects with any staff other than the City Manager.
7. Each year the City Manager's Office shall facilitate a budget review and strategic planning process involving the City Council. This process shall provide the City Council with the opportunity to provide policy direction to City staff regarding the direction of the City and the programs to which the City will devote its resources. Staff will develop a priority list based upon the desires of the City Council, in conjunction with the annual budget review process.
8. Councilmembers will establish action and budget priorities for the City once a year during the annual budget review and strategic planning process.
9. Councilmembers should bring forward requests for deviations from the established budget priorities only if they involve a degree of urgency that cannot wait until the next budget review.
10. Changes from the priorities or budget allocations established during the annual budget review and strategic planning process should be pursued only after careful consideration, as they may involve changes in staff work load and appropriations, and because the original priorities were established through a comprehensive public process.

11. Councilmembers may individually ask the City Attorney general questions involving matters related to their performance as City officials. However, inquiries that require extensive research, opinions or reports should first be discussed with the City Manager, and may require action or approval by the Council.

COMMISSIONS AND BOARDS

1. Commission appointments for “new” Commissions are generally based on the recommendation of one nominee from each Councilmember. The nominations are then subject to approval by the entire Council. The Commissions shall elect a Chair and Vice-Chair from among themselves, which positions shall rotate. Vacancies on city commissions may occur from time to time due to term limits or a resignation. The City Clerk will advertise the vacancy and accept applications. Upon receipt of submissions, the City Clerks’ Office determines if the applicant is an elector of the City, an eligibility requirement. Copies of applications received are forwarded to all Councilmembers for their review. The Mayor has the authority to nominate an applicant for appointment which is then placed on a Council agenda for concurrence. Councilmembers who object to the appointment can contact the Mayor prior to the meeting. New commissioners must take an oath before attending a commission meeting they were appointed to.
2. The Council is responsible to make its vision for the City clear to all appointed and advisory bodies as policy guidance for those bodies.
3. While not a requirement, Councilmembers assigned as liaisons to a commission are expected to attend commission meetings to serve as Council contact rather than an advocate for or ex-officio member of the board or commission.
4. Commissions and boards are expected to make specific recommendations on matters brought before them, and not merely to pass them on to the City Council for final decision.
5. Councilmembers do not dictate the decisions of Commissioners and other board members. Commissioners and board members come to their own conclusions based on the evidence, the city’s Municipal Code, and other governing and visioning documents. Substantial consideration is to be given by Commissioners to the recommendations of staff contained in the agenda reports.
6. Commissioners are encouraged to discuss questions or concerns about any agenda items with the Commission’s staff liaison prior to Commission meetings in order to be prepared to take action at public meetings. Commissioners are to be mindful of undue consumption of staff time and resources.

7. Commissions do not have budgetary authority to expend or obligate city resources. Nor do Commissions have the authority to represent the City and/or City Council or to take a position on a matter on behalf of the City.
8. Any Commission or board action should clearly state for the record the specific justification for the decision, so that the Council and the public may have the benefit of its reasoning.
9. All persons requesting appointment or re-appointment to a Commission or Board shall make written application to the City Clerk. The City Clerk is to acknowledge receipt of each application by letter to the applicant which includes an explanation of the appointment process. The City Council shall provide an opportunity for applicants to come before the Council and be interviewed before nominations are made.
10. All nominations for appointment to a Commission or Board are to be placed on the Council's public agenda with the applicant's name and a copy of the application (with personal information redacted). All nominees are required to appear in person before the Council prior to appointment or re-appointment. The City Clerk shall send a letter to all applicants stating the results of the appointment process in which they participated.

RESIDENT COMPLAINTS

1. Upon receiving a complaint from the public, Councilmembers direct that complaint to the City Manager for appropriate staff action and follow-up.
2. Councilmembers first ensure that they are in possession of all of the facts and both sides of the story before making any statements to the press or to the complaining party regarding what action, if any, the City should take.
3. The Council allows staff to handle resident complaints and does not attempt to direct a resolution of the problem. The Council shall allow staff appropriate time to address the concern and a resolution to the matter shall be communicated to the full Council.

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