



**CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA**

**South Pasadena City Council
City Manager's Conference Room, Second Floor, 1414 Mission Street
Wednesday, March 4, 2015, 6:30 p.m.**

City Council

Robert S. Joe, Mayor
Diana Mahmud, Mayor Pro Tem

Councilmembers

Michael A. Cacciotti; Marina Khubesrian, M.D.; 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 Joe, Councilmembers Cacciotti, Khubesrian, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session item only
3. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION Number of Cases: 2

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.

02/20/2015

Date

Desiree Jimenez
Desiree Jimenez, Deputy City Clerk

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

**Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, March 4, 2015, at 7:30 p.m.**

City Council

Robert S. Joe, Mayor / Agency Chair
Diana Mahmud, Mayor Pro Tem / Agency Vice Chair / Authority Vice Chair

Councilmembers / Agency Members
Michael A. Cacciotti; Marina Khubesrian, M.D.; 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* (Mayor Pro Tem Mahmud)

Pledge of Allegiance: Associated Student Body (ASB), South Pasadena Middle School

**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 a Certificate of Appreciation to Tom Field, Gallery Director, SoPas Gallery, for his service and contribution to art and culture within the South Pasadena community
3. Presentation of a Proclamation declaring March 7, 2015, as "Arbor Day" in the City of South Pasadena
4. Presentation by the Pasadena Humane Society regarding services provided to South Pasadena and its Adopt-a-Pet Program
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 City Council Meeting of February 18, 2015 and Regular City Council Meeting of February 18, 2015
9. Adoption of resolution for summary vacation of an existing slope easement at 1228 Kollie Avenue
10. Approval of a lease agreement with Verizon Wireless for cell antennas and equipment located at 700 La Portada – (Billicke Water Tank)
11. Authorization to amend the existing agreement with Arcadis US, Inc., for abatement monitoring services for the Garfield Reservoir Replacement Project
12. Adopt a policy to grant priority registration to South Pasadena senior citizen residents for senior excursions
13. Rejection of all bids for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project
14. Award of contract to Zumar Industries, Inc., for the purchase of street name signs

City Council/Redevelopment Successor Agency

15. Approval of prepaid warrants in the amount of \$745,530.67, General City Warrants in the amount of \$349,100.05, and payroll in the amount of \$424,024.62

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 allotted per speaker: 3 minutes

Action/Discussion

16. Approval of Co-sponsorship Policy for City Committees and South Pasadena nonprofits
17. Consider a one-time contribution of \$10,000 from the General Fund Reserve for the Festival of Balloons, Fourth of July Festivities
-  18. Proposed future metro sales tax measure funding allocation scenarios
19. Direction regarding amending the City's parkway ordinance to permit synthetic turf in 30% of parkways

Reports

20. Receive and file the Mid-Year financial report for Fiscal Year 2014/15 (FY 2014/15)

Adjournment



**FUTURE CITY COUNCIL MEETINGS
 (OPEN SESSION)**

Wednesday, March 18, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, April 1, 2015	CANCELED		
Wednesday, April 8, 2015	Special City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, April 15, 2015	CANCELED		
Wednesday, April 22, 2015	Special 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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02/20/2015

Date

Desiree Jimenez
 Desiree Jimenez, Deputy City Clerk

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THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Tom Field

Gallery Director for SoPas Gallery

In appreciation of dedicated commitment to connecting the City of South Pasadena's Chamber of Commerce, the business district, and the community through vision and passion for the arts while promoting the City's reputation as an "arts town" and a cultural center

Dated this 4th day of March, 2015

Robert S. Joe, Mayor

Evelyn G. Zneimer, City Clerk



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CITY OF SOUTH PASADENA
PROCLAMATION



Declaring March 7, 2015
as "Arbor Day"
in the City of South Pasadena

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community; and

WHEREAS, the City of South Pasadena has been recognized as a Tree City USA by The National Arbor Day Foundation and desires to continue its tree-planting practices.

NOW, THEREFORE, I, Robert S. Joe, Mayor of the City of South Pasadena, on behalf of the City Council, do hereby proclaim the week of March 7-14, 2015 as a celebration of Arbor Day and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.



Robert S. Joe, Mayor

March 4, 2015
Date

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**MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONVENED
THIS 18th DAY OF FEBRUARY 2015, AT 6:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

1. ROLL CALL

Mayor Joe convened the Special Meeting of the South Pasadena City Council at 6:36 p.m.

Present were City Councilmembers Khubesrian and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe. Councilmember Cacciotti arrived at 6:40 p.m.

Absent: None.

Other Officials and staff present: City Manager Gonzalez; City Attorney Highsmith; Principal Management Analyst Lin; Management Intern Zneimer; Assistant City Manager Straus; and Chief Deputy City Clerk Hall.

2. PUBLIC COMMENTS

Mayor Joe indicated that public comments would be taken after the staff report presentation.

3. PRESENT AND DISCUSS PARKING AND TRAFFIC NEAR HIGH IMPACT AREAS

Principal Management Analyst Lin presented the staff report as part of a PowerPoint presentation and responded to Councilmembers' questions.

Mayor Pro Tem Mahmud indicated that she lived within 500 feet of the South Pasadena San Marino YMCA (YMCA) and was advised by City Attorney Highsmith that there was no conflict of interest due to the location of her residence. She indicated she would abstain from participating in the discussion of the YMCA.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

In response to Mayor Pro Tem Mahmud's inquiry, Principal Management Analyst Lin discussed the specific concerns received from residents for each location as follows: 1) Arroyo Vista Elementary School (AVES) - Pedestrian safety, drop off zone location, circulation, and pedestrian crossings; 2) Holy Family School (HFS) - Insufficient street parking available and long queue from driveway entrance on Oak Street leading into HFS; 3) Marengo Elementary School (MES) - Pedestrian safety and long queue to get into the valet parking area; 4) Monterey Hills Elementary School (MHES) - Long queue extending to Via Del Rey, three-point turns into driveways, and pedestrian safety; and 5) SPSM YMCA - Insufficient street parking due to an increase in the number of patrons.

In response to Councilmember Khubesrian's question, Principal Management Analyst Lin stated that input from the various Parent-Teacher Associations would be requested after City Council direction was received.

Mayor Joe opened the Public Comments section.

Stephanie Wolf, South Pasadena Resident, commented that she was not formally notified that parking issues would be discussed by the City Council this evening. She stated that there was a high volume of traffic on Ramona Avenue between Oak Street and Rollin Street due to HFS, South Pasadena High School, and South Pasadena Middle School. South Pasadena Resident Wolf expressed concern that residents did not provide input on staff's proposed recommendations. South Pasadena Resident Wolf commented that the intersection of Oak Street and Ramona Avenue was a hazardous intersection.

Darlene Moses Olympia, Yorba Linda Resident, commented that she regularly visits her parents who lived in the City of South Pasadena (City) near MHES. Yorba Linda Resident Olympia expressed concern for emergency vehicle access near MHES and pedestrian and vehicle safety due to the high volume of traffic.

Joanne Nuckols, South Pasadena Resident, provided copies of a letter previously submitted to the City Council regarding parking issues related to HFS. She expressed concern for the community's quality of life being negatively affected by non-residential commuter traffic, parking, noise, and public safety concerns. South Pasadena Resident Nuckols requested that the recommendations proposed for HFS be reconsidered by staff.

Holly Gabriel, South Pasadena Resident, commented that she lived outside a parking district near HFS. She requested that adjacent residents be allowed to have parking permits as no parking was available during large events held by HFS.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Jeffrey Rollert, South Pasadena Resident, commented that residents have ongoing problems with their driveways being blocked on Marengo Avenue and high speed traffic issues. He recommended consideration of a one-way street on Rollin Street and painted parking slots on Marengo Avenue. South Pasadena Resident Rollert indicated opposition to staff's proposed recommendations for HFS.

Mike Fazioli, South Pasadena Resident, commented on parking issues on Marengo Avenue. He indicated that he previously provided a comment letter to the City Council regarding parking issues on Marengo Avenue due to an increase in the student population. He discussed enforcement of parking and noted that a petition providing recommendations from a majority of the residents was previously submitted to the City Council.

Alex Kung, South Pasadena Resident, expressed concern regarding MHES parents who double park on Via Del Rey making it unsafe for children to cross the street and recommended some form of traffic control.

Ann Penn, South Pasadena Resident, expressed concerns with traffic at Garfield Avenue and Oak Street and no parking for residents due to the YMCA. She recommended that the seven residents on Oak Street be allowed to park on the south side of Oak Street and the addition of a loading zone in front of the YMCA.

Kathy Martin, South Pasadena Resident, commented that she has no driveway and is dependent upon street parking in front of her residence. She stated that she lives adjacent to the YMCA, which makes it difficult to find parking. South Pasadena Resident Martin requested consideration for residential parking on Oak Street.

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

Councilmember Khubesrian commented that staff's recommendations were a starting point and that no decisions would be made at this time. She recommended that input from the schools and all stakeholders be requested. Councilmember Khubesrian also recommended that the needs of the residents be prioritized. Councilmember Khubesrian stated she met with South Pasadena Resident Penn to discuss parking issues. Councilmember Khubesrian requested that the City further study the intersection of Oak Street and Garfield Avenue for a possible traffic signal or stop sign, improve the crosswalks, and consider parking restrictions for street cleaning days.

Councilmember Schneider recommended that the bus stop on Garfield Avenue be relocated to north of Oak Street for visibility and traffic reasons. Councilmember Schneider supported a loading zone for the YMCA and would take into consideration staff's proposed recommendations at a later time.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Councilmember Cacciotti concurred with the aforementioned comments made by Councilmembers Khubesrian and Schneider. He indicated that he met with South Pasadena Resident Penn to discuss parking issues. Councilmember Schneider recommended the next stage should be a collaborative approach with input from all stakeholders.

Mayor Pro Tem Mahmud concurred with all the comments made by Councilmembers Khubesrian, Schneider, and Cacciotti. Mayor Pro Tem Mahmud indicated a need by the South Pasadena Unified School District (SPUSD) to identify where teachers at the school locations should park. She recommended that the City study the feasibility of making Rollin Street a one-way street. Mayor Pro Tem Mahmud recommended that the City and SPUSD Subcommittee review the SPUSD's emergency provisions as it relates to student pick up by parents.

Mayor Joe thanked City Manager Gonzalez and staff for conducting the parking study.

Mayor Joe adjourned the Special Meeting of the South Pasadena City Council at 7:34 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor

Minutes approved by the South Pasadena City Council on March 4, 2015.



**MINUTES OF THE REGULAR MEETING OF THE
JOINT CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 18TH DAY OF FEBRUARY 2015, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Joe convened the Regular Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority) at 7:42 p.m.

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

Absent: None.

Other Officials and Staff present: City Clerk/Agency/Authority Secretary Zneimer; City Manager/Agency/Authority Executive Director Gonzalez; Assistant City Manager Straus; City Attorney/Agency/Authority Counsel Highsmith; Chief Deputy City Clerk/Chief Deputy Agency/Chief Deputy Authority Secretary Hall; Police Chief Miller; Deputy Fire Chief Riddle; Assistant Finance Director Lieu; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Director Pautsch; and Principal Management Analyst Lin.

INVOCATION

Councilmember Cacciotti presented the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Cacciotti led the Pledge of Allegiance.

1. PRESENTATION OF PROCLAMATION SUPPORTING THE 2015 FREE VOLUNTEER INCOME TAX ASSISTANCE PROGRAM TO ENABLE ELIGIBLE TAXPAYERS TO QUALIFY FOR THE EARNED INCOME TAX CREDIT AS REQUESTED BY JEROME E. HORTON, CHAIR, CALIFORNIA STATE BOARD OF EQUALIZATION

Mayor Joe presented a Proclamation to Michelle Creencia, District Liaison, California State Board of Equalization (BOE), supporting the 2015 Free Volunteer Income Tax Assistance program to enable eligible taxpayers to qualify for the Earned Income Tax Credit as requested by Jerome E. Horton, Chair, California State BOE.

2. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Councilmember Schneider reported that he attended the Public Works Commission (PWC) Meeting on February 11, 2015, in which the topic of the Monterey Road "road diet" traffic study was discussed.

Councilmember Khubesrian thanked staff and the residents who attended the Strategic Planning Community Forum on February 7, 2015. Councilmember Khubesrian reported that she attended the Arroyo Verdugo Subregion Steering Committee Meeting on February 9, 2015, and provided an update on Measure R2 funding for active and rail transportation.

Councilmember Cacciotti provided updates on the following events and displayed flyers: 1) Operation Firefly; 2) Author Night with "The Gonzo Mavericks of Environmental Reporting" Chip Jacobs and Bill Kelly being held February 26, 2015; and 3) Los Angeles County Bicycle Coalition. He displayed a video highlighting the Los Angeles County Metropolitan Transit Authority's (Metro) Gold Line Phase II Project.

Mayor Pro Tem Mahmud requested the following items: 1) Provide a report on the impact of the extended Metro Gold Line on the City of South Pasadena's (City) controlled intersections, seconded by Councilmember Schneider; and 2) Draft a letter opposing the closure of the Los Angeles Air Force Base, seconded by Councilmember Cacciotti. Mayor Joe indicated that he signed a letter opposing the closure of the Los Angeles Air Force Base while at the recently held Los Angeles County Mayors' Regional Meeting. Mayor Pro Tem Mahmud participated in the Los Angeles County Division of the League of California Cities' Legislative Committee conference call. She indicated that the City Council anticipates the release of the draft SR-710 North Extension Project's Environmental Impact Report/Environmental Impact Statement would be released by the end of February 2015. Mayor Pro Tem Mahmud announced the 2015 Winter Arts Crawl event to be held on February 21, 2015.

Mayor Joe thanked the South Pasadena Chinese American Club for a gift basket provided to the City Council and staff in honor of Chinese New Year. Mayor Joe displayed slides for the following events he attended: 1) Los Angeles County Mayors' Regional Meeting held on February 2, 2015; and 2) Strategic Planning Community Forum held on February 7, 2015.

3. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the following items: 1) Special Meeting – Strategic Plan Update to be held on February 21, 2015, at 8:30 a.m., at the South Pasadena Senior Center; and 2) The City in conjunction with the American Green Zone Alliance will hold a ceremony on February 26, 2015, at 11:30 a.m., at Garfield Park, to celebrate the accomplishment of the first municipal park in the country maintained 100% gas and emissions free.

4. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

Mayor Pro Tem Mahmud requested that Item Nos. 5 and 7 be removed from the Consent Calendar for separate consideration.

MOTION: M/S Cacciotti/Khubesrian to approve Consent Calendar Item Nos. 6, 8, 9, and 10, and including Prepaid Warrants #186978 - 187048 in the amount of \$292,821.47, General City Warrants #187049 - 187205 in the amount of \$532,924.07, and Payroll 02-13-15 in the amount of \$431,782.14, totaling \$1,257,527.68; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$7,790.70 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

- 6. ACCEPTANCE OF PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR THE HAWTHORNE STREET IMPROVEMENT PROJECT, AND AUTHORIZATION TO RELEASE RETENTION PAYMENT IN THE AMOUNT OF \$33,356 TO E.C. CONSTRUCTION COMPANY**
- 8. AUTHORIZATION TO AMEND THE EXISTING AGREEMENT WITH PACIFIC HYDROTECH CORPORATION TO ABATE ASBESTOS CONTAINING MATERIAL AND LEAD BASED PAINT LOCATED AT THE GARFIELD RESERVOIR**

*CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/PUBLIC FINANCING AUTHORITY***9. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$292,821.47, GENERAL CITY WARRANTS IN THE AMOUNT OF \$532,924.07, AND PAYROLL IN THE AMOUNT OF \$431,782.14****10. MONTHLY INVESTMENT REPORTS FOR DECEMBER 2014****ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION****5. APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 4, 2015**

Mayor Pro Tem Mahmud requested a modification to page 28 (as listed in the Agenda packet) of the Regular City Council Meeting Minutes of February 4, 2015, as follows: Remove "...in opposition to placing the proposed UUT Repeal Initiative Measure on the November 3, 2015 General Municipal Election ballot:" and add "...in opposition to the repeal of the UUT:"

MOTION: M/S Mahmud/Cacciotti to approve the Minutes of the Regular City Council Meeting of February 4, 2015, with the aforementioned modification. By roll call vote, the motion passed unanimously. Absent: None.

7. ACCEPTANCE OF PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR THE WILSON RESERVOIR REPLACEMENT PROJECT, AND AUTHORIZATION TO RELEASE RETENTION PAYMENT IN THE AMOUNT OF \$303,252.71 TO PACIFIC HYDROTECH CORPORATION

Mayor Pro Tem Mahmud indicated that she pulled Item No. 7 to highlight the completion of the first major reservoir reconstruction for the safe and reliable operation of the City's water system.

MOTION: M/S Mahmud/Cacciotti to: 1) Accept the project improvements as complete and authorize the issuance of a Notice of Completion for the Wilson Reservoir Replacement Project (Project); and 2) Authorize payment of the retention to Pacific Hydrotech Corporation in the amount of \$303,252.71. By roll call vote, the motion passed unanimously. Absent: None.

PUBLIC COMMENTS

Mayor Joe opened the Public Comments section.

W. John Martin, South Pasadena Resident, stated he received a notice of tree removal at 1634 Spruce Street and requested consideration to delay the removal for two weeks.

The following individuals commented regarding the legal process as it pertains to the Utility Users' Tax (UUT) Repeal Initiative Measure:

Kurt Bollin, South Pasadena Resident
Ed Ristow, South Pasadena Resident
Kathy Bence, South Pasadena Resident
Marcy Guzman, South Pasadena Resident

Shlomo Nitzani, South Pasadena Resident, commented on the following: 1) Hidden tax of approximately 12 to 12.5% on trash collection; and 2) Requested removal of the "no left turn sign" on Monterey Road (eastbound) adjacent to Vons.

Ron Rosen, South Pasadena Resident, expressed opposition to the Monterey Road "road diet" traffic study that was recently discussed on February 11, 2015, by the Public Works Commission.

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

Mayor Joe requested a response from City Attorney Highsmith on the legal process as it pertains to the UUT Repeal Initiative Measure.

PUBLIC HEARING

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

Deputy Fire Chief Riddle presented the staff report.

Mayor Joe opened the Public Comments section.

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

MOTION: M/S Cacciotti/Mahmud to adopt by motion an order directing the abatement of fire hazards. By roll call vote, the motion passed unanimously. Absent: None.

ACTION/DISCUSSION

12. APPROVAL OF LETTERS REGARDING VARIOUS TRANSPORTATION PROJECTS ON BEHALF OF THE CITY COUNCIL

Principal Management Analyst Lin presented the staff report.

Mayor Joe opened the Public Comments section.

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

Mayor Pro Tem Mahmud recommended the following modifications to the letter to Mike O'Brien, Councilmember, City of Seattle: 1) Add a comment that a tunnel is proposed to be constructed in the City as part of the SR-710 North Extension Project; and 2) Add Councilmember Schneider as the City's contact person instead of City Manager Gonzalez.

Councilmember Schneider recommended the following revision to the letter to Councilmember Mike O'Brien: Change "...is a 4.5 mile tunnel..." to "...are twin 4.5 mile tunnels."

CONSENSUS

By consensus, the City Council approved the aforementioned modifications to the letter to Councilmember Mike O'Brien.

Councilmember Schneider displayed photographs of the Seattle Tunnel Project.

MOTION: M/S Cacciotti/Mahmud to approve the following transportation letters, with the aforementioned modifications, regarding the Metro Orange Line Conversion, Metro Bus Rapid Transit (BRT) extension, and Seattle Tunnel. By roll call vote, the motion passed unanimously. Absent: None.

13. FORMATION OF A SUBCOMMITTEE TO EVALUATE THE LEASE FOR THE SAN PASCUAL STABLES

Community Services Director Pautsch presented the staff report as part of a PowerPoint presentation and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

Councilmember Cacciotti stated he was on the original San Pascual Stables Subcommittee (Subcommittee). He discussed the background and history of the original Subcommittee.

Councilmember Khubesrian suggested the lease be renegotiated only if the San Pascual Stables was interested in continuing to operate on the property.

Councilmember Cacciotti stated the City Council had an obligation to the community to issue a request for proposals.

Mayor Pro Tem Mahmud commented that future changes could alter the footprint of the stables and should be considered. She discussed the Arroyo Seco Bicycle and Pedestrian Trail, the City of Pasadena's completion of a trail in the Arroyo Seco, and the revitalization of the Arroyo Seco related to the Los Angeles River. She commented that it was appropriate to engage in a discussion regarding the lease.

Councilmember Schneider indicated support for the formation of a Subcommittee and to have citizens provide input on a long term lease decision. He suggested that the Little League and AYSO members be removed from the composition of the Subcommittee. Councilmember Schneider indicated opposition to eliminating the equestrian stables. He suggested adding a member with environmental expertise to the Subcommittee.

Councilmember Khubesrian concurred with Councilmember Schneider's recommendation to eliminate the Little League and AYSO members. She indicated support for the Subcommittee to study the lease without the goal of changing the use of the stables. Councilmember Khubesrian recommended a review of the forthcoming changes, with respect to the Arroyo Seco, be considered.

Mayor Joe concurred with Councilmember Khubesrian's comments to narrow the scope of the Subcommittee's tasks and indicated support for the establishment of a Subcommittee.

Mayor Pro Tem Mahmud concurred with staff's recommended membership composition and suggested not adding a member with environmental expertise.

Councilmember Cacciotti stated that the footprint of the stables should be reviewed.

Mayor Pro Tem Mahmud recommended eliminating the consideration of the sale of the property for a private equestrian center.

Councilmember Schneider recommended the Subcommittee consider all issues and agreed to remove the Little League and AYSO members.

Councilmember Khubesrian recommended that task number two to "Evaluate the benefits, if any, of selling the property for a private equestrian center" on page 174 of the staff report be eliminated.

MOTION: M/S Schneider/Cacciotti to: 1) Approve the establishment of a Subcommittee to evaluate the lease for the San Pascual Stables; 2) Eliminate task number two to "Evaluate the benefits, if any, of selling the property for a private equestrian center" on page 174 of the staff report; and 3) Eliminate one member of Little League and one member of AYSO from the Subcommittee composition. By roll call vote, the motion passed unanimously. Absent: None.

14. APPROVAL OF A SUBLEASE WITH THE LOS ANGELES COMMUNITY GARDEN COUNCIL AND CONCEPTUAL PLAN FOR A COMMUNITY GARDEN

Community Services Director Pautsch presented the staff report as part of a PowerPoint presentation and responded to City Councilmembers' questions.

Community Services Director Pautsch introduced Los Angeles Community Garden Councilmembers Richard Tom and Kathy Tarr.

Mayor Joe opened the Public Comments section.

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

Councilmember Khubesrian commended staff and all members involved for working on the Community Garden Project. She discussed the benefits of a community garden to the community and the need for more open space.

Mayor Pro Tem Mahmud indicated support for the community garden. She expressed interest for a spring planting and thanked staff for their efforts.

MOTION: M/S Khubesrian/Cacciotti to approve the sublease with the Los Angeles Community Garden Council and conceptual plan for a community garden to be located at 1028 Magnolia Street in South Pasadena. By roll call vote, the motion passed unanimously. Absent: None.

15. CONSIDERATION TO PROVIDE UTILITY SERVICES TO PROPOSED HOMES ON MOFFATT STREET OUTSIDE OF CITY LIMITS

Public Works Director Toor presented the staff report and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

Emily Hsiung, Project Manager, Planet Home Living (PHL), stated the proposed five undeveloped lots project (Project) site was unique and located within the boundaries of the City of Los Angeles. She indicated the Project's property lots were landlocked and had access to a public street through a right-of-way access easement, which was formerly Moffatt Street, and granted by the City in 1962. Project Manager Hsiung explained the access easement also reserved the City's right to grant or create future easements for public utilities and other services, and in 1966 granted an easement to the Los Angeles Department of Water and Power (LADWP). She stated PHL requested service from LADWP; however, LADWP stated their system lacked sufficient water pressure to serve the Project. She stated the City offered the only viable means to provide water and sewer services. She requested the City consider providing these services to their proposed Project. Project Manager Hsiung stated PHL would pay all applicable water and sewer

connection fees, all reasonable development impact fees imposed by the City, sign a covenant, and construct 520 square feet of curb and gutter improvements.

David French, Chief Operating Officer (COO), PHL, indicated that the owners of the surrounding property lots were not interested in selling their properties.

In response to Councilmember Khubesrian's question, COO French stated the average size of the property lots were approximately 100 feet long by 50 feet wide.

Public Works Director Toor explained the conditions that would be placed on the "will-serve" letter and issued to the applicant.

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

Councilmember Schneider indicated that the Natural Resources and Environmental Commission (NREC) was not in support of the proposed development Project.

In response to Councilmember Cacciotti's question, Public Works Director Toor stated the City was purchasing additional water in the range of 700 to 1,100 acre feet, the allocation was approximately 3,500 acre feet, and the demand was approximately 4,200 acre feet.

Mayor Pro Tem Mahmud indicated opposition to the Project and was concerned with the City's ability to provide service. She suggested the applicant request LADWP to re-examine their request. Mayor Pro Tem Mahmud expressed concern with setting a precedence.

Councilmember Khubesrian concurred with Mayor Pro Tem Mahmud's comments.

Councilmember Cacciotti indicated the City's water usage was 20% over its allocation.

MOTION: M/S Mahmud/Khubesrian to deny the request to provide water and sewer services to a proposed five undeveloped lots project (Project) located outside of City limits on Moffatt Street. By roll call vote, the motion passed unanimously. Absent: None.

16. REVIEW THE 65% DESIGN AND PROVIDE DIRECTION ON THE CITY COUNCIL CHAMBERS REMODEL PROJECT

Assistant City Manager Straus presented the staff report as part of a PowerPoint presentation. He discussed the key project goals of the remodel of the City Council Chambers as follows: 1) Address Americans with Disabilities Act (ADA)/accessibility issues in a room whose primary function is for public assembly use; 2) Identify energy efficiency retrofit opportunities through HVAC and lighting improvements/replacement of aging and less efficient building systems; 3) Create more even lighting throughout the room; 4) Expand the functionality/usefulness of the room by removing the fixed theatre seating to create more flexible seating options or open floor space; and 5) Complete

sensible aesthetic upgrades in conjunction with the expanded use/expanded capability of the room. Assistant City Manager Straus introduced Dale Brown, AIA, Principal, Onyx Architects.

Principal Brown continued with the PowerPoint presentation and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

In response to Mayor Pro Tem Mahmud's inquiry, Assistant City Manager Straus explained the seating arrangement for staff at the dais would provide a space for the City Manager, City Attorney, and the Chief Deputy City Clerk.

Assistant City Manager Straus discussed the functionality of the portable table and chairs for staff to make presentations. He explained the staff seating would allow for a "congressional" style presentation.

In response to Councilmember Schneider's question, Assistant City Manager Straus stated the size of the Mayor's Conference Room would be increased for additional comfort and not eliminated.

Councilmember Khubesrian indicated her preference was to complete the construction of the City Council Chambers Remodel Project in one phase.

MOTION: M/S Khubesrian/Joe to provide direction to the Council Ad Hoc Facilities Committee as follows: 1) Approve the 65% proposed City Council Chambers remodel design option; 2) Approve a 90% City Council Chambers remodel design option to present to the public in a community meeting; and 3) Bring back to City Council a final City Council Chambers remodel design at 100% as part of a construction bid package for consideration at the April 22, 2015, City Council Special Meeting.

ADJOURNMENT

Mayor Joe adjourned the Regular Meeting of the Joint City Council/Redevelopment Successor Agency/Public Financing Authority at 10:57 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor

Minutes approved by the South Pasadena City Council on March 4, 2015.

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

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

SUBJECT: **Adoption of Resolution for Summary Vacation of an Existing Slope Easement at 1228 Kollé Avenue**

Recommendation

It is recommended that the City Council approve a resolution to summarily vacate an existing slope easement at 1228 Kollé Avenue.

Fiscal Impact

There is no fiscal impact associated with adopting this resolution.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In 1964, the City of South Pasadena (City) acquired easements across most of the lots along Kollé Avenue for the reconstruction of the roadway of Kollé Avenue, including an easement across 1228 Kollé Avenue. The roadway improvements were subsequently completed in 1965.

On November 17, 2014, the City received a letter from the property owners of 1228 Kollé Avenue requesting removal of the easement across their property. The existing easement limits the property owners' ability to expand their home due to the floor area ratio (maximum allowable ratio of building floor area to lot area) specified in the City's zoning standards. Once the easement is vacated, the homeowners plan to expand their home by approximately 1,600 square feet to add additional living space and a garage, which is likely to increase property tax revenues to the City.

At the January 7, 2015 City Council meeting, the City Council agreed to consider this request. The homeowner has hired a registered professional land surveyor, who prepared an exhibit and legal description to be recorded with the Los Angeles County Registrar-Recorder / County Clerk upon approval of the summary vacation.

Analysis

The vacation of the slope easement at 1228 Kollé Avenue meets the requirements listed under California Streets and Highways Code Section 8331 (Attachment 2) which states that a street or highway, which includes slope easements for roadway purposes as defined in Section 8308 of the California Streets and Highways Code (Attachment 3), may be summarily vacated if for a period of five consecutive years the street has been impassable for vehicular traffic, and if no public money was expended for maintenance on the street during such period. There are no in-place public utility facilities that are in use and would be affected by the proposed vacation. It appears that this slope easement was originally acquired for roadway construction purposes, but now that the roadway is constructed, is no longer needed for present or prospective public use.

Several properties on Kollé Avenue have already had their slope easements removed, including the properties at 1221, 1225, 1233, 1241 and 1261 Kollé Avenue. However, evidence of these easement vacations could not be located in the City Clerk's archives. More recently, a similar slope easement vacation was considered and subsequently approved by the City Council in 2013 for a neighboring property at 1253 Kollé Avenue.

Legal Review

The City Attorney has reviewed this item and has approved the resolution.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion of 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
2. California Streets and Highways Code Sections 8331-8336
3. California Streets and Highways Code Section 8308
4. California Government Code Section 65402(a)

ATTACHMENT 1
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA,
CALIFORNIA, AUTHORIZING THE SUMMARY
VACATION OF A SLOPE EASEMENT ACROSS
THE PROPERTY LOCATED AT 1228 KOLLE
AVENUE**

WHEREAS, slope easements across certain properties on Kolle Avenue were obtained by the City of South Pasadena in 1964 for roadway construction purposes; and

WHEREAS, there presently exists a slope easement across the westerly 32' of the property located at 1228 Kolle Avenue; and

WHEREAS, the roadway improvements on Kolle Avenue were completed in 1965; and

WHEREAS, the slope easement at 1228 Kolle Avenue is no longer needed for present or prospective public use; and

WHEREAS, a request has been received from the property owner at 1228 Kolle Avenue to vacate the existing slope easement across the property; and

WHEREAS, pursuant to California Streets and Highways Code Section 8308, a slope easement is defined as being part of a street; and

WHEREAS, pursuant to California Streets and Highways Code Section 8334(a), the legislative body of a local agency may summarily vacate excess right-of-way of a street or highway not required for street or highway purposes; and

WHEREAS, pursuant to California Streets and Highways Code Section 8331, the legislative body of a local agency may summarily vacate a street if for a period of five consecutive years, the street has been impassable for vehicular travel, and if no public money was expended for maintenance on the street during such period; and

WHEREAS, the City finds both of the above conditions to be true; and

WHEREAS, there are no existing public utility facilities within the slope easement that would be affected by the vacation; and

WHEREAS, pursuant to California Streets and Highways Code section 8335(a), the legislative body of a local agency may vacate a street by adopting a resolution of vacation.

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

SECTION 1. This action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

SECTION 2. The summary vacation of the slope easement is made pursuant to California Streets and Highways Code, Division 9, Part 3, Chapter 4.

SECTION 3. The provisions of Government Code Section 65402(a) do not apply to the vacation of the herein public slope easement.

SECTION 4. The slope easement to be vacated is legally described in Exhibit "A" and as shown by the map in Exhibit "B" to this resolution.

SECTION 5. From and after the date this resolution is recorded, the easement vacated no longer constitutes a public street.

SECTION 6. 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 and the office of the County recorder.

PASSED, APPROVED AND ADOPTED ON this ___ day of _____, 2015.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Theresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the ___ day _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

**SLOPE EASEMENT TO BE VACATED
LEGAL DESCRIPTION**

THE WESTERLY 32 FEET OF LOT 33, BLOCK 3 OF KOLLE TRACT IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 6, PAGE 34 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CONTAINING 1,600 SQUARE FEET, MORE OR LESS.

REFERENCE IS HEREBY MADE TO EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



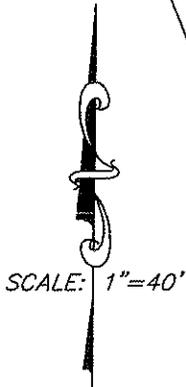
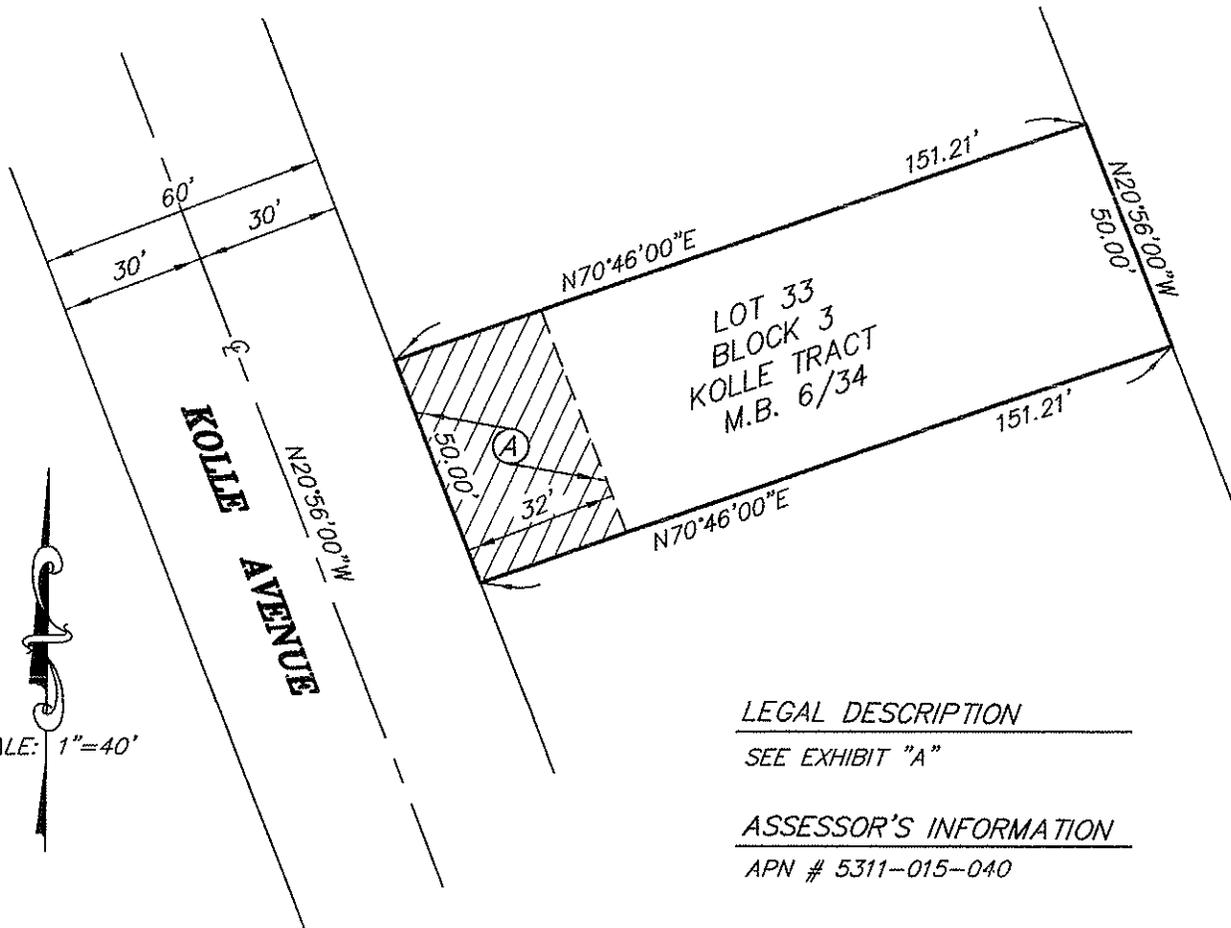
ELIAS CHAI, PLS 8908
EXP. 09/30/2016

1/14/2015

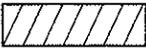
DATE



EXHIBIT B
SLOPE EASEMENT VACATION



LEGEND

- — — — CENTERLINE (℄)
- EXISTING RIGHT OF WAY
- PROPERTY LINE
-  32' WIDE SLOPE EASEMENT VACATION
AREA= 1,600.00 SQUARE FEET
- Ⓐ 32' WIDE SLOPE EASEMENT FOR PUBLIC STREET PURPOSES, RECORDED 11/22/65, AS INSTRUMENT NO. 2641, OF O.R.

LEGAL DESCRIPTION

SEE EXHIBIT "A"

ASSESSOR'S INFORMATION

APN # 5311-015-040

PROPERTY ADDRESS

1228 KOLLE AVENUE
 SOUTH PASADENA, CA 91030

DATE OF PREPARATION

JANUARY 14, 2015

PREPARED BY

 1/14/15

ELIAS CHAIJ, PLS 8908
 EXP. 09/30/16

JT ENGINEERING
ENGINEERING TECHNOLOGY
 Civil/Structural Engineering * Planning Land Surveying
 33336 N. Agua Dulce Cyn. Rd, #103, Agua Dulce, CA 91390
 Phone (661) 268-8899 Fax (661) 268-1936
 www.jtengineering.com



ATTACHMENT 2
CA Streets and Highways Code Sections 8331-8336



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STREETS AND HIGHWAYS CODE - SHC

DIVISION 9. CHANGE OF GRADE AND VACATION [8000 - 8363] (*Division 9 added by Stats. 1941, Ch. 79.*)

PART 3. PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW [8300 - 8363] (*Part 3 repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

CHAPTER 4. Summary Vacation [8330 - 8336] (*Chapter 4 added by Stats. 1980, Ch. 1050, Sec. 29.*)

ARTICLE 1. Authority [8330 - 8334.5] (*Article 1 added by Stats. 1980, Ch. 1050, Sec. 29.*)

8330. (a) The legislative body of a local agency may summarily vacate a street or highway that has been superseded by relocation.

(b) A street or highway shall not be summarily vacated pursuant to this section if vacation would do either of the following:

- (1) Cut off all access to a person's property which, prior to relocation, adjoined the street or highway.
- (2) Terminate a public service easement, unless the easement satisfies the requirements of Section 8333.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8330.5. (a) Subject to subdivisions (b) and (c), the commission may retain, relinquish to a local agency pursuant to Section 73, or summarily vacate a state highway that has been superseded by relocation.

(b) The commission shall not vacate a state highway unless the commission has first given a notice of relinquishment pursuant to Section 73 and the legislative body of the local agency has protested within the prescribed 90-day period that the highway is not needed for public use and should be vacated by the commission.

(c) If vacation of a state highway would cut off all access to the property of any person which, prior to relocation, adjoined the highway, the commission shall either retain the highway or relinquish it pursuant to Section 73.

(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

8331. The legislative body of a local agency may summarily vacate a street or highway if both of the following conditions exist:

- (a) For a period of five consecutive years, the street or highway has been impassable for vehicular travel.
- (b) No public money was expended for maintenance on the street or highway during such period.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8332. The legislative body of a local agency may summarily vacate a street or highway pursuant to an agreement entered into with the department pursuant to Section 100.2 to close the street or highway at or near the point of its interception with a state freeway.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8333. The legislative body of a local agency may summarily vacate a public service easement in any of the following cases:

- (a) The easement has not been used for the purpose for which it was dedicated or acquired for five consecutive years immediately preceding the proposed vacation.
- (b) The date of dedication or acquisition is less than five years, and more than one year, immediately preceding the proposed vacation, and the easement was not used continuously since that date.
- (c) The easement has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement.

(*Amended by Stats. 2006, Ch. 311, Sec. 3. Effective January 1, 2007.*)

8334. The legislative body of a local agency may summarily vacate any of the following:

- (a) An excess right-of-way of a street or highway not required for street or highway purposes.
- (b) A portion of a street or highway that lies within property under one ownership and that does not continue through such ownership or end touching property of another.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)

8334.5. Notwithstanding any other provision of this article, a street, highway, or public service easement may not be summarily vacated if there are in-place public utility facilities that are in use and would be affected by the vacation.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)

ARTICLE 2. Procedure [8335 - 8336] (Article 2 added by Stats. 1980, Ch. 1050, Sec. 29.)

8335. (a) The legislative body may vacate a street, highway, or public service easement pursuant to the authority provided in this chapter by adopting a resolution of vacation.

(b) The resolution of vacation shall state all of the following:

- (1) That the vacation is made under this chapter.
- (2) The name or other designation of the street, highway, or public service easement and a precise description of the portion vacated. The description of the portion vacated may be by a precise map which is recorded or to which reference is made in the resolution and which is permanently maintained by the public entity.
- (3) The facts under which the summary vacation is made. If the vacation is made pursuant to Section 8332, the statement shall include the date of the agreement. The resolution is prima facie evidence of the facts stated.
- (4) That from and after the date the resolution is recorded, the street, highway, or public service easement vacated no longer constitutes a street, highway, or public service easement.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)

8336. (a) The clerk shall cause a certified copy of the resolution of vacation, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the recorder of the county in which the property is located. No fee shall be charged for recordation.

(b) Upon such recordation, the vacation is complete.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)

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ATTACHMENT 3
CA Streets and Highways Code Section 8308



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STREETS AND HIGHWAYS CODE - SHC

DIVISION 9. CHANGE OF GRADE AND VACATION [8000 - 8363] (*Division 9 added by Stats. 1941, Ch. 79.*)

PART 3. PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW [8300 - 8363] (*Part 3 repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

CHAPTER 1. Short Title and Definitions [8300 - 8309] (*Chapter 1 added by Stats. 1980, Ch. 1050, Sec. 29.*)

8300. This part may be cited as the Public Streets, Highways, and Service Easements Vacation Law.
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8301. Unless the provision or context otherwise requires, the definitions in this chapter shall govern the construction of this part.
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8302. "Adoption" of a resolution includes passage or enactment of a resolution.
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8303. "Clerk" includes a person or officer who is the clerk of a legislative body.
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8304. "Legislative body" means:

- (a) In the case of a county or city and county, the board of supervisors.
 - (b) In the case of a city, the city council or other body which, by law, is the legislative body of the government of the city.
 - (c) In the case of the California Transportation Commission, the commission.
- (*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8305. "Local agency" means a county, city, or city and county.
(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8305.5. "Public entity" means a local agency or the California Transportation Commission.
(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

8306. "Public service easement" includes all or part of, or any right in:

- (a) A right-of-way, easement, or use restriction acquired for public use by dedication or otherwise for sewers, pipelines, polelines, electrical transmission and communication lines, pathways, storm drains, drainage, canal, water transmission lines, light and air, and other limited use public easements other than for street or highway purposes.
 - (b) An easement or right of a type described in Section 8340.
- (*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8306.5. "Public utility" means a public utility as defined in Section 216 of the Public Utilities Code.
(*Added by Stats. 1980, Ch. 1050, Sec. 29.*)

8307. "Resolution" includes an ordinance.

(*Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.*)

8308. "Street" and "highway" include all or part of, or any right in, a state highway or other public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported public street or highway, and rights connected therewith, including, but not limited to, restrictions of access or abutters' rights, sloping easements, or other incidents to a street or highway.

(Repealed and added by Stats. 1980, Ch. 1050, Sec. 29.)

8309. "Vacation" means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement.

(Added by Stats. 1980, Ch. 1050, Sec. 29.)

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ATTACHMENT 4
CA Government Code Section 65402(a)



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GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] (Heading of Title 7 amended by Stats. 1974, Ch. 1536.)

DIVISION 1. PLANNING AND ZONING [65000 - 66103] (Heading of Division 1 added by Stats. 1974, Ch. 1536.)

CHAPTER 3. Local Planning [65100 - 65763] (Chapter 3 repealed and added by Stats. 1965, Ch. 1880.)

ARTICLE 7. Administration of General Plan [65400 - 65404] (Article 7 added by Stats. 1965, Ch. 1880.)

65400. (a) After the legislative body has adopted all or part of a general plan, the planning agency shall do both of the following:

(1) Investigate and make recommendations to the legislative body regarding reasonable and practical means for implementing the general plan or element of the general plan, so that it will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan.

(2) Provide by April 1 of each year an annual report to the legislative body, the Office of Planning and Research, and the Department of Housing and Community Development that includes all of the following:

(A) The status of the plan and progress in its implementation.

(B) The progress in meeting its share of regional housing needs determined pursuant to Section 65584 and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to paragraph (3) of subdivision (c) of Section 65583.

The housing element portion of the annual report, as required by this paragraph, shall be prepared through the use of forms and definitions adopted by the Department of Housing and Community Development pursuant to the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2). Prior to and after adoption of the forms, the housing element portion of the annual report shall include a section that describes the actions taken by the local government towards completion of the programs and status of the local government's compliance with the deadlines in its housing element. That report shall be considered at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments.

The report may include the number of units that have been substantially rehabilitated, converted from nonaffordable to affordable by acquisition, and preserved consistent with the standards set forth in paragraph (2) of subdivision (c) of Section 65583.1. The report shall document how the units meet the standards set forth in that subdivision.

(C) The degree to which its approved general plan complies with the guidelines developed and adopted pursuant to Section 65040.2 and the date of the last revision to the general plan.

(b) If a court finds, upon a motion to that effect, that a city, county, or city and county failed to submit, within 60 days of the deadline established in this section, the housing element portion of the report required pursuant to subparagraph (B) of paragraph (2) of subdivision (a) that substantially complies with the requirements of this section, the court shall issue an order or judgment compelling compliance with this section within 60 days. If the city, county, or city and county fails to comply with the court's order within 60 days, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions. The court shall retain jurisdiction to ensure that its order or judgment is carried out. If the court determines that its order or judgment is not carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled. This subdivision applies to proceedings initiated on or after the first day of October following the adoption of forms and definitions by the Department of Housing and Community Development pursuant to paragraph (2) of subdivision (a), but no sooner than six months following that adoption.

(Amended by Stats. 2009, Ch. 467, Sec. 1. Effective January 1, 2010.)

65401. If a general plan or part thereof has been adopted, within such time as may be fixed by the legislative body, each county or city officer, department, board, ^{or} commission, and each governmental body, commission, or board, including the governing body of any special district or school district, whose jurisdiction lies wholly or

partially within the county or city, whose functions include recommending, preparing plans for, or constructing, major public works, shall submit to the official agency, as designated by the respective county board of supervisors or city council, a list of the proposed public works recommended for planning, initiation or construction during the ensuing fiscal year. The official agency receiving the list of proposed public works shall list and classify all such recommendations and shall prepare a coordinated program of proposed public works for the ensuing fiscal year. Such coordinated program shall be submitted to the county or city planning agency for review and report to said official agency as to conformity with the adopted general plan or part thereof.

(Amended by Stats. 1970, Ch. 1590.)

65402. (a) If a general plan or part thereof has been adopted, no real property shall be acquired by dedication or otherwise for street, square, park or other public purposes, and no real property shall be disposed of, no street shall be vacated or abandoned, and no public building or structure shall be constructed or authorized, if the adopted general plan or part thereof applies thereto, until the location, purpose and extent of such acquisition or disposition, such street vacation or abandonment, or such public building or structure have been submitted to and reported upon by the planning agency as to conformity with said adopted general plan or part thereof. The planning agency shall render its report as to conformity with said adopted general plan or part thereof within forty (40) days after the matter was submitted to it, or such longer period of time as may be designated by the legislative body.

If the legislative body so provides, by ordinance or resolution, the provisions of this subdivision shall not apply to: (1) the disposition of the remainder of a larger parcel which was acquired and used in part for street purposes; (2) acquisitions, dispositions, or abandonments for street widening; or (3) alignment projects, provided such dispositions for street purposes, acquisitions, dispositions, or abandonments for street widening, or alignment projects are of a minor nature.

(b) A county shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another county or within the corporate limits of a city, if such city or other county has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, and a city shall not acquire real property for any of the purposes specified in paragraph (a), nor dispose of any real property, nor construct or authorize a public building or structure, in another city or in unincorporated territory, if such other city or the county in which such unincorporated territory is situated has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. The provisions of this paragraph (b) shall not apply to acquisition or abandonment for street widening or alignment projects of a minor nature if the legislative body having the real property within its boundaries so provides by ordinance or resolution.

(c) A local agency shall not acquire real property for any of the purposes specified in paragraph (a) nor dispose of any real property, nor construct or authorize a public building or structure, in any county or city, if such county or city has adopted a general plan or part thereof and such general plan or part thereof is applicable thereto, until the location, purpose and extent of such acquisition, disposition, or such public building or structure have been submitted to and reported upon by the planning agency having jurisdiction, as to conformity with said adopted general plan or part thereof. Failure of the planning agency to report within forty (40) days after the matter has been submitted to it shall be conclusively deemed a finding that the proposed acquisition, disposition, or public building or structure is in conformity with said adopted general plan or part thereof. If the planning agency disapproves the location, purpose or extent of such acquisition, disposition, or the public building or structure, the disapproval may be overruled by the local agency.

Local agency as used in this paragraph (c) means an agency of the state for the local performance of governmental or proprietary functions within limited boundaries. Local agency does not include the state, or county, or a city.

(Amended by Stats. 1974, Ch. 700.)

65403. (a) Each special district, each unified, elementary, and high school district, and each agency created by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 that constructs or maintains public facilities essential to the growth and maintenance of an urban population may prepare a five-year capital improvement program. This section shall not preclude, limit, or govern any other method of capital improvement planning and shall not apply to any district or agency unless it specifically determines to implement this section. As used in this section, "public facilities" means any of the following:

- (1) Public buildings, including schools and related facilities.
- (2) Facilities for the storage, treatment, and distribution of nonagricultural water.
- (3) Facilities for the collection, treatment, reclamation, and disposal of sewage.
- (4) Facilities for the collection and disposal of storm waters and for flood control purposes.
- (5) Facilities for the generation of electricity and the distribution of gas and electricity.
- (6) Transportation and transit facilities, including, but not limited to, streets, roads, harbors, ports, airports, and related facilities.
- (7) Parks and recreation facilities. However, this section shall not apply to a special district which constructs or maintains parks and recreation facilities if the annual operating budget of the district does not exceed one hundred thousand dollars (\$100,000).

(b) The five-year capital improvement program shall indicate the location, size, time of availability, means of financing, including a schedule for the repayment of bonded indebtedness, and estimates of operation costs for all proposed and related capital improvements. The five-year capital improvement program shall also indicate a schedule for maintenance and rehabilitation and an estimate of useful life of all existing and proposed capital improvements.

(c) The capital improvement program shall be adopted by, and shall be annually reviewed and revised by, resolution of the governing body of the district or local agency. Annual revisions shall include an extension of the program for an additional year to update the five-year program. At least 60 days prior to its adoption or annual revision, as the case may be, the capital improvement program shall be referred to the planning agency of each affected city and county within which the district or agency operates, for review as to its consistency with the applicable general plan, any applicable specific plans, and all elements and parts of the plan. Failure of the planning agency to report its findings within 40 days after receipt of a capital improvement program or revision of the program shall be conclusively deemed to constitute a finding that the capital improvement program is consistent with the general plan.

A district or local agency shall not carry out its capital improvement program or any part of the program if the planning agency finds that the capital improvement program or a part of the capital improvement program is not consistent with the applicable general plan, any specific plans, and all elements and parts of the plan. A district or local agency may overrule the finding and carry out its capital improvement program.

(d) Before adopting its capital improvement program, or annual revisions of the program, the governing body of each special district, each unified, elementary, and high school district, and each agency created by a joint powers agreement shall hold at least one public hearing. Notice of the time and place of the hearing shall be given pursuant to Section 65090. In addition, mailed notice shall be given to any city or county which may be significantly affected by the capital improvement program.

(Amended by Stats. 1984, Ch. 1009, Sec. 15.)

65404. (a) On or before January 1, 2005, the Governor shall develop processes to do all of the following:

- (1) Resolve conflicting requirements of two or more state agencies for a local plan, permit, or development project.
- (2) Resolve conflicts between state functional plans.
- (3) Resolve conflicts between state infrastructure projects.
- (4) Provide, to the extent permitted under federal law, for the availability of mediation between a branch of the United States Armed Forces, a local agency, and a project applicant, in circumstances where a conflict arises between a proposed land use within special use airspace beneath low-level flight paths, or within 1,000 feet of a military installation.

(b) The process may be requested by a local agency, project applicant, or one or more state agencies. The mediation process identified in paragraph (4) of subdivision (a) may also be requested by a branch of the United States Armed Forces.

(Amended by Stats. 2004, Ch. 906, Sec. 3. Effective January 1, 2005.)

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Approval of a Lease Agreement with Verizon Wireless for Cell Antennas and Equipment Located at 700 La Portada – (Billicke Water Tank)**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the attached land lease agreement and memorandum with Verizon Wireless allowing installation of cellular antennas and equipment at Billicke Water Tower.

Fiscal Impact

Through March 2020, the City will receive a minimum of \$1,797 per month for the use the Billicke Water Tower. The lease agreement is subject to an annual increase of three percent (3%). In addition, staff has negotiated a one-time additional payment of \$5,000 for the new lease.

Commission Review and Recommendation

The Planning Commission approved the Conditional Use Permit and Design Review for this telecommunications facility to be located at 700 La Portada – Billicke Tower, at the September 22, 2014 Commission meeting.

Background

Verizon Wireless receives many customer reports regarding poor cellular phone coverage within the area surrounding Billicke Tower. Verizon Wireless' goal is to provide customers with excellent cellular reception within the service area. The antennas that will be installed will be hidden by the tree line and painted to match the existing antennas.

Analysis

The service area surrounding Billicke Tower is not currently receiving adequate cellular phone coverage. The addition of this antenna will assist in ensuring sufficient coverage to the surrounding area.

The following are the highlights of the Lease:

1. Term: Five terms, five years each. An initial term is followed by four automatically extending terms. Verizon Wireless may choose not to renew after each term.
2. Rent: The City will receive a minimum \$21,564 per year for the use of the Arroyo Seco Park. As a special benefit, Verizon Wireless will make a one-time, non-refundable payment of \$5,000 on the Commencement Date to benefit the Billicke Tower.
3. Rent Increase: The Lease Agreement is subject to an annual increase of three-percent (3%) each year.

Staff and Verizon Wireless come to an agreement upon the proposed rent and rental increase based upon previous negotiations of other wireless antennas within the City.

Legal Review

The City Attorney has reviewed the lease agreement and participated in negotiations along with city staff.

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. Proposed lease agreement between Verizon Wireless and the City of South Pasadena.
2. Proposed memorandum of land lease agreement between Verizon Wireless and the City of South Pasadena.

ATTACHMENT 1
Proposed lease agreement between Verizon Wireless and
the City of South Pasadena

LAND LEASE AGREEMENT

This Land Lease Agreement (“Agreement”) made as of the date of the last signature below, by and between the City of South Pasadena, with its principal offices located at 1414 Mission Street, South Pasadena, California 91030, hereinafter designated LESSOR and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR’s property is referred to hereinafter as the “Property” and is legally described in Exhibit “A” attached hereto and made a part hereof), located at South Pasadena City “Water Tower,” 700 La Portada, South Pasadena, California, and being described as (i) a parcel containing approximately three hundred forty (340) square feet of ground space (the “Land Space”) and (ii) additional space on the exterior of LESSOR’s Water Tower (the “Water Tower”) sufficient for the installation, operation and maintenance of LESSEE’s antennas and related equipment (“Tower Space”), together with the non-exclusive right (the “Rights of Way”) for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, La Portada, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, and between and among the Land Space and the Tower Space, said Land Space, Tower Space and Rights of Way (hereinafter collectively referred to as the “Premises”) being substantially as described herein in Exhibit “B” attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit “C” which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit “B.” Cost for such work shall be borne by LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due in the form of a one-time additional rent payment of \$5,000 (“Additional Rent Payment”), which Additional Rent Payment shall be paid by LESSEE to LESSOR within forty-five (45) days following full execution of this Agreement, and at a total annual rental of \$21,564.00 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty

(30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after LESSEE's receipt of a written acknowledgement from LESSOR confirming the Commencement Date, which shall be provided by LESSOR in accordance with Paragraph 23 below. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein; provided, however, that if LESSOR provides Rental Documentation in connection with LESSEE's payment of the Additional Rent Payment and such Rental Documentation has not changed as of the Commencement Date, Rental Documentation shall not be required as a condition of the payment of rent hereunder.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any

assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. Provided that LESSEE is in compliance with all of LESSEE's obligations hereunder at the end of the then-current term (after notice and the ability to cure as provided herein), this Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASES. Commencing on the first annual anniversary of the Commencement Date, and on each annual anniversary of the Commencement Date thereafter, the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect during the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term and provided that LESSEE is in compliance with all of LESSEE's obligations hereunder at the end of the then-current term (after notice and the ability to cure as provided herein), this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall continue to increase as provided in Paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS; RELOCATION.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, subject to applicable City of South Pasadena zoning and building code requirements and consistent with the plans attached hereto as Exhibit "B." LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates (so long as such equipment and frequencies will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties) during the Term, in accordance with Exhibit "B" or other plans approved by the City of Pasadena.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such

later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

c. Upon request of LESSOR in the event necessary maintenance is required to LESSOR's Water Tower, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

ii. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

iii. LESSOR gives LESSEE at least six (6) months written notice prior to requiring LESSEE to relocate;

iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary cell on wheels installation on the Property during any such relocation; and

v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location at LESSEE's cost.

9. INDEMNIFICATION. Except for the sole negligence or willful misconduct of LESSOR and LESSOR's employees, officers, agents and contractors, LESSEE hereby agrees to defend, indemnify and hold harmless LESSOR, its City Council, officers, agents, volunteers and employees from any liability for property damage or for personal injury, including death, which arises from LESSEE's use or any of its sublessees' use of Premises. The Parties agree that LESSOR, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, or any other cost arising out of LESSEE's use of the Premises. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide LESSOR with the fullest protection possible under the law. LESSEE acknowledges that LESSOR would not enter into this Agreement in the absence of LESSEE's commitment to indemnify and protect LESSOR as set forth herein. LESSEE fully assumes the risk of any and all loss, damage or theft of LESSEE's property located at the Project

that arise out of LESSEE's own neglect, or misconduct. This Paragraph shall survive the termination of or withdrawal from this Agreement.

10. INSURANCE.

a. LESSEE will maintain at its own cost:

- i. "All Risk" property insurance for its property's replacement cost, or self insure;
- ii. Commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence and in the aggregate;
- iii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence; and
- iv. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

b. LESSEE shall require each of its subcontractors (including sublessees) to maintain substantially the same insurance coverage with substantially the same limits as required of Lessee. Subcontractors may meet these requirements with any combination of primary and umbrella/excess liability policies.

c. The policy or policies required by this Agreement shall be issued by an insurer authorized in the State of California and with a rating of at least A-VII in the latest edition of Best's Insurance Guide.

d. LESSEE agrees that if it does not keep the aforesaid insurance in full force and effect LESSOR may immediately terminate this Agreement if LESSEE fails to correct such deficiency within thirty (30) day notice by LESSOR.

e. At all times during the Term of this Agreement, LESSEE shall maintain on file with LESSOR's Risk Manager a current certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. LESSEE shall, prior to execution of this Agreement, file with LESSOR's Risk Manager such certificate(s).

f. LESSEE shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished with the expiration of the coverages.

g. The commercial general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including LESSOR, its officers, officials,

employees, agents and volunteers as an additional insured as their interest may appear. LESSEE will endeavor to provide thirty (30) days' prior written notice of cancellation to LESSOR.

h. The insurance provided by LESSEE shall be primary to any coverage available to LESSOR as relates to LESSEE's operations. Any insurance or self-insurance maintained by LESSOR, its officers, employees, agents or volunteers, shall be in excess of LESSEE's insurance and shall not contribute with it in this respect.

i. All insurance coverage provided pursuant to this Agreement shall not prohibit LESSEE and LESSEE's respective agents or subcontractors, from waiving the right of subrogation prior to a loss. LESSEE hereby waives all rights of subrogation against LESSOR.

j. Procurement of insurance by LESSEE shall not be construed as a limitation of LESSEE's liability or as full performance of LESSEE's duties to indemnify, hold harmless and defend under this Paragraph.

k. The amounts of insurance coverage, except for Worker's Compensation, required under this Paragraph 10 may be reasonably adjusted by LESSOR once every second year through the term of this Agreement, with thirty (30) days prior written notice, to equal then-applicable commercially reasonable amounts in light of LESSEE's use of the Premises. LESSEE shall have thirty (30) days from the date of LESSOR's written notice to make the required changes to the amounts and levels of insurance coverage as requested by LESSOR.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessors of the Property which existed on the Property prior to the date this Agreement is executed by the Parties ("Existing Tenants"). In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR shall be entitled to terminate this Agreement or relocate the equipment if LESSEE is unable to remedy the interference to LESSOR's operations within thirty

(30) days after LESSEE's receipt or refusal of LESSOR'S notice thereof, or if LESSEE is unable to remedy interference to Existing Tenants within thirty (30) days after LESSEE's receipt or refusal of LESSOR's written notice of such interference. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties, or in a written acknowledgment in the case provided in Paragraph 23. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT: SUBLEASE.

a. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No

change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

b. LESSEE may sublease any portion of the Premises, at its sole discretion, upon notice to LESSOR and such sublessee's compliance with all Governmental Approvals, including, but not limited to, the development standards contained in South Pasadena Municipal Code Section 36.350.210. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee. All Sublessees shall comply with all Governmental Approvals, including, but not limited to, the development standards set forth in South Pasadena Municipal Code Section 36.350.210.

i. In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between LESSOR and LESSEE in the following manner: 50% to LESSOR and 50% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to LESSOR and LESSEE. LESSEE shall not be responsible to LESSOR for the collection or payment of rents by the Sublessee to LESSOR, and LESSEE shall have no liability to LESSOR in the event of failure of payment by Sublessee. In this event: (i) LESSEE shall have no liability of any nature to LESSOR for failure to sublet all or any part of the Premises to any or all potential Sublessee (s), and (ii) at LESSOR'S request, LESSEE will provide LESSOR with a tri-party agreement to be executed by LESSEE, it's Sublessee, and LESSOR to confirm direct payment obligation from the Sublessee to LESSOR and to indicate LESSOR has been notified of the sublease.

ii. LESSEE shall not be required to obtain approval from LESSOR for the Subletting of any portion of the Premises; provided however, no Sublessee facility which does not comply with the development standards set forth in South Pasadena Municipal Code Section 36.350.210, as determined in the sole discretion of the City of South Pasadena, shall be permitted under this Agreement

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of South Pasadena
1414 Mission Street
Pasadena, California 91030
Attn: Sheila Pautsch

LESSEE: Los Angeles SMSA Limited Partnership,
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the

Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have ten (10) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

29. ENVIRONMENTAL.

a. LESSOR represents and warrants that to the best of LESSOR's knowledge the Property is free of hazardous substances as of the date of this Agreement, and, to the best of LESSOR's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. LESSOR and LESSEE agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that Party's activities conducted in or on the Property.

b. LESSOR and LESSEE agree to hold harmless and indemnify the other from, and to assume all duties, responsibility and liability at the indemnifying Party's sole cost and expense, for all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs, or damages and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: (i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or the Premises, as the case may be, or activities conducted by the Party thereon, unless such environmental conditions are caused by other Party.

c. The indemnifications of this Paragraph 29 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 29 will survive the expiration or termination of this Agreement.

d. In the event LESSEE becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in LESSEE's sole determination, renders the condition of the Premises or Property unsuitable for LESSEE's use, or if LESSEE believes that the leasing or continued leasing of the Premises would expose LESSEE to undue risks of government action, intervention or third-party liability, LESSEE will have the right to terminate this Agreement upon thirty (30) days' prior written notice to LESSOR.

30. CASUALTY.

a. LESSOR will provide notice to LESSEE of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of LESSEE's communications facility is damaged by fire or other casualty originating on the Property so as to render the

Premises unsuitable, in LESSEE's sole determination, then LESSEE may terminate this Agreement by providing written notice to LESSOR, which termination will be effective as of the date of such damage or destruction. Upon such termination, LESSEE will be entitled to collect all insurance proceeds payable to LESSEE on account of damage to its communications facility and to be reimbursed for any prepaid rent on a pro rata basis. If notice of termination is given, or if LESSEE undertakes to rebuild its communications facility on the Premises, LESSOR agrees to use its reasonable efforts to permit LESSEE to place a temporary communications facility on the Property at no additional rent until such time as LESSEE is able to activate a replacement communications facility at another location at the Property or the reconstruction of LESSEE's communications facility on the Premises is completed.

b. LESSEE will provide notice to LESSOR of any casualty originating on the Premises as soon as reasonably possible following receipt of notice of such casualty. If any part of LESSEE's communications facility is damaged by fire or other casualty not caused by LESSEE originating on the Premises so as to render the Premises unsuitable, in LESSEE's sole determination, then LESSEE may terminate this Agreement by providing written notice to LESSOR, which termination will be effective as of the date of such damage or destruction. If LESSEE undertakes to rebuild its communications facility on the Premises, LESSOR agrees to use its reasonable efforts to permit LESSEE to place a temporary communications facility on the Property at no additional rent until such time as LESSEE is able to activate a replacement communications facility at another location at the Property or the reconstruction of the communications facility on the Premises is completed.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of South Pasadena

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

**Los Angeles SMSA Limited Partnership,
dba Verizon Wireless**

**By: AirTouch Cellular
Its: General Partner**

By:  _____
Name: Brian Mecum
Title: Area Vice President Network
Date: 2/19/15

Exhibit "A"

(Legal Description of the Property)

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lot 289 of Tract No. 25588, in the City of South Pasadena, County of Los Angeles, State of California, as per map recorded in Book 713 Pages 51 to 77 inclusive of Maps, in the office of the County Recorder of said County.

Except therefrom that portion lying within that Quitclaim Deed to Walter B. Tiek and Georgia J. Tiek, recorded May 13, 1965 as Instrument No. 2798, Official Records.

Also Except therefrom that portion lying within that Quitclaim Deed to Don Christensen and Joan Christensen, recorded June 21, 1965 as Instrument No. 3904, Official Records.

Also Except therefrom that portion lying within that Corporation Quitclaim Deed to Jerry E. Watts and Suzanne Watts, joint tenants, recorded January 24, 1966 as Instrument No. 3545, Official Records.

Assessor's Parcel Number: **5310-030-915**

Exhibit "B"

(Sketch of Premises within Property)

ATTACHMENT 2

Proposed memorandum of land lease agreement between
Verizon Wireless and the City of South Pasadena

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

McGuireWoods LLP
1800 Century Park East, 8th Floor
Los Angeles, CA 90067
Attention: Charlotte Pashley, Esq.

(Space above this line for Recorder's use.)

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT ("Memorandum") evidences that a Land Lease Agreement was entered into as of _____, 2015 (the "Agreement"), by and between City of South Pasadena ("LESSOR"), and Los Angeles SMSA Limited Partnership, dba Verizon Wireless, with its principal offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. LESSOR and LESSEE entered into a Land Lease Agreement ("Agreement") on _____, 2015 for an initial term of five (5) years, commencing on the Commencement Date as defined in the Agreement. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The total guaranteed term of the Agreement is less than 35 years.
2. LESSOR is the owner of that certain parcel of property located at 700 La Portada, South Pasadena, California, which is legally described on Exhibit "A" attached hereto and made a part hereof (the entirety of the property is referred to hereinafter as the "Property"). Pursuant to the Agreement, LESSOR leases to LESSEE a portion of the Property, as more particularly described in the Agreement, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way to the demised premises.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is defined in the Agreement.
4. LESSEE has the right of first refusal to purchase the Property throughout the term of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Memorandum of Land Lease Agreement as of the day and year first above written.

LESSOR:

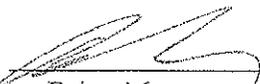
City of South Pasadena

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Los Angeles SMSA Limited Partnership,
dba Verizon Wireless

By: AirTouch Cellular
Its: General Partner

By:  _____
Name: Brian Mecum
Title: Area Vice President Network
Date: 2/19/15

LESSOR ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

LESSEE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 2/20/2015 before me, Ruth L. Conception, Notary Public, personally appeared Brian Mecum, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten signature of Notary Public]

Signature of Notary Public



Place Notary Seal Above

Exhibit A

Legal Description

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lot 289 of Tract No. 25588, in the City of South Pasadena, County of Los Angeles, State of California, as per map recorded in Book 713 Pages 51 to 77 inclusive of Maps, in the office of the County Recorder of said County.

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Assessor's Parcel Number: 5310-030-915

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
John A. Wolitarsky, Water Project Manager

SUBJECT: **Authorization to Amend the Existing Agreement with Arcadis US, Inc., for Abatement Monitoring Services for the Garfield Reservoir Replacement Project**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a contract amendment for a not-to-exceed amount of \$25,950, with Arcadis US, Inc., for abatement monitoring services for the Garfield Reservoir Replacement Project.

Fiscal Impact

The original contract amount for the project as approved at the November 19, 2014 City Council meeting is \$664,000. If approved, the new contract amount inclusive of the amendment will be \$689,950.

There are sufficient funds available in the FY 2014-15 Water Division Budget in account number 500-9255.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

On November 19, 2014, City Council approved entering into an agreement with Arcadis US, Inc., for construction management of the Garfield Reservoir Replacement Project.

On February 18, 2015, City Council approved a contract amendment to Pacific Hydrotech, Inc., the general contractor to include abatement of ACM and LBP materials discovered at the Garfield Reservoir. Services of a qualified consultant are necessary to provide required coordination, monitoring and submittal of reports to Cal/OSHA and SCAQMD.

Amendment to Agreement with Arcadis US, Inc., for Abatement Monitoring Services for
Garfield Reservoir
March 4, 2015
Page 2 of 2

Arcadis US, Inc., has proven experience in this field and possesses all the required licenses and qualified personnel to successfully undertake and complete all the phases of abatement monitoring for this project.

Analysis

The proposed amendment is to include the required coordination and monitoring of all ACM and LBP material removals as identified in the pre-demolition report, submitted by URS and dated December 15, 2014. Arcadis US, Inc., will ensure that all removals are in compliance with CAL/OSHA and SCAQMD requirements. The proposed amendment, is necessary to monitor, document and file appropriate documents for abatement of Asbestos Containing Material (ACM) and Lead Base Paint (LBP) in accordance with California Occupational Safety and Health Administration (Cal/OSHA) and South Coast Air Quality Management District (SCAQMD) regulations, and was not part of the original scope of services for this project.

Two proposals were received from qualified consultants and Arcadis, Inc. is being recommended to perform the work. The consultant will be compensated based upon time and material basis. Staff has reviewed the scope of services for the additional work and the proposed fee is just and reasonable.

Legal Review

The City Attorney has not been asked to review 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: Amendment

AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made as of this 4th day of March, 2015 by and between the CITY OF SOUTH PASADENA ("City") and ARCADIS US, INC. ("Consultant").

RECITALS

WHEREAS, on November 19, 2014 the City and Consultant entered into an Agreement for Consultant Services ("Agreement") for Consultant to provide construction management and inspection services for the Garfield Reservoir Replacement Project;

WHEREAS, the initial agreement was for an amount of \$664,000;

WHEREAS, subsequent to the Consultant submitting a proposal to provide these to the City, the City increased the scope to include the monitoring of lead and asbestos abatement;

WHEREAS, the City requires additional specialized inspection to cover these services;

WHEREAS, the additional costs for said services shall be in an amount not to exceed \$25,950.

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

1. PAYMENT FOR SERVICES. That Section 4 of the Agreement is hereby amended to read as follows:

City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation". The total fees for the services shall not exceed the authorized amount of **\$689,950** (which includes the compensation for the original scope of services in the amount of \$664,000, and the compensation for the additional scope of services in the amount of \$25,950), unless the CITY has given specific advance approval in writing.

2. SCOPE OF SERVICES. That scope of work of the Agreement is hereby amended to include the attachments to this Amendment.

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

Dated: _____

“CITY”

By: _____
Sergio Gonzalez, City Manager

Dated: _____

ARCADIS US, INC.

By: _____
Oscar Gonzalez, P.E. C.M.

APPROVED AS TO FORM:

Theresa L. Highsmith, City Attorney



PROJECT TASK PROPOSAL

Subject:

City of South Pasadena
Garfield Reservoir Remediation
416 Garfield Avenue
South Pasadena, CA

Asbestos and Lead Remediation Monitoring

Scope of work

State certified asbestos and lead technician full-time monitoring and air sampling during Tri-Span, Inc. (TSI) contractor remediation of lead and asbestos-containing materials prior to demolition.

1. Full-time on site observation in 25 - 8 hour shifts to check compliance with Cal/OSHA and SCAQMD regulations. Document proper removal and handling of asbestos and lead-containing materials.
2. Obtain up to three (3) asbestos (by NIOSH 7400) and two (2) lead (by NIOSH 7300) environmental area air samples and two (2) quality control blanks per shift. Pricing includes up to 140 (for 20 shifts) and 175 (for 25 shifts) total samples.
3. Submit air samples to an AIHA-accredited lab in South Pasadena for analysis.
4. Submit closure report within 30 days of the remediation completion.

Date:

February 6, 2015

Contact:

David Kudlinski

Phone:

714.508.2615

Email:

david.kudlinski@arcadis-us.com

Not to Exceed Fees*

Alternate A – 20 TSI Shifts

Project monitoring, 25 - 8-hour shifts \$19,800

Close-out report \$1,200

Total, Not to Exceed \$21,000

City of South
Pasadena
February 6, 2015

Alternate B – 25 TSI Shifts	
Project monitoring, 25 - 8-hour shifts	\$24,750
<u>Close-out report</u>	<u>\$1,200</u>
Total, Not to Exceed	\$25,950

*Additional services will be invoiced at the following rates upon prior approval by the City of South Pasadena:

Asbestos or Lead Air Samples beyond scope - \$10/sample

Technician overtime > 8 hours per shift - \$80/shift

Shifts > 25 - \$990/8-hr shift



David Kudlinski, CIH, CSP, CAC

Principal Scientist

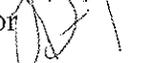
Division of Occupational Safety and Health

Certified Asbestos Consultant #: 08-4338

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
Liliana Torres, Senior Center Supervisor 
SUBJECT: **Adopt a Policy to Grant Priority Registration to South Pasadena Senior Citizen Residents for Senior Excursions**

Recommendation

It is recommended that the City Council adopt a policy to grant senior citizen residents priority when registering for senior citizen excursions for the first three days to encourage local participation.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was reviewed by the Senior Citizen Commission (Commission) at the December 10, 2014 and January 14, 2015 meetings. The Commission recommends that the City Council adopt a policy where South Pasadena senior citizen residents will be given priority in order to encourage local participation.

Background

Residents have expressed concern to commissioners and staff that not enough time is allowed for them to register, causing them to miss out on the low-cost excursions. The concerns were brought to the Commission for discussion.

Analysis

For the last two years, the Senior Center (Center) has been able to offer excursions by subsidizing the cost of the motor coach with Proposition A funds. The Center has planned eleven excursions for fiscal year 2014-15. By using Proposition A funds to cover the motor coach, trips are offered to seniors at a reasonable fee. The participant's fee covers the entrance or tour for the excursion and are scheduled once a month with the cost to the participant ranging from \$5-\$30. If there are no entrance or tour fees, the Center includes a boxed lunch.

Priority Registration for Senior Citizen Excursions
March 4, 2015
Page 2 of 2

Excursions are popular and can fill up within the first one to eight hours. Typically, there is a waiting list of 20-25 individuals. Staff recommends that we follow the same policy set for special events, priority registration the first three days for residents, to avoid confusion among the participants, volunteers and staff.

If adopted, staff recommends that the following be added to the Center's Policies and Procedures, effective June 1, 2015.

Proposed Excursions Policy:

Excursions offered by the South Pasadena Senior Center for residents will have three days for accepting registrations; all others will be able on the fourth business day regardless of residency. Participants need to be registered with the Center's database in order to verify residence. Reservations accepted via walk-in with payment made at that time.

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: Senior Center Policy and Procedures

City of South Pasadena
South Pasadena Senior Citizens' Center
1102 Oxley Street, South Pasadena, California 91030
Adopted by Senior Commission on February 15, 2012
Amended March 4, 2015

Policies & Procedures

1. FACILITY LOCATION

The Senior Center opened in 1982. The Senior Services Supervisor is responsible for the day-to-day operations of the Senior Center. The facility serves as a Senior Center during the day and is available for other uses in the late afternoons, evenings and weekends.

2. HOURS OF OPERATION

The Senior Center is open 8 a.m. to 5 p.m. Monday through Friday. The two classrooms and multipurpose room are used for leisure classes or other activities after 4:30 p.m. as long as it does not interfere with the operations. Seniors have exclusive use of the facility through 4:30 p.m. However, after 4:30 p.m. seniors continue to have use of the multi-purpose room, computer lab, library and lobby area, as well as walk in for requests and information. Programmed activities have a priority of those wishing to lounge and socialize.

3. MEMBERSHIP

Membership to the Senior Center is offered to adults age 55 and older, as well as disabled persons. For purposes of this policy, disabled shall have the same meaning as in section 54 of the California Civil Code and 12926 of the California Government Code. Membership benefits include a bi-monthly newsletter which is mailed to the individual's residence and enables members to participate in free classes. The membership fee is either per individual or per couple and set via the City Council adopted fee schedule. Membership is encouraged but not required.

Membership benefits include: Newsletter, use of computer lab, Wii equipment, parking permit, and free classes or lectures (sponsored by Senior Center or Senior Citizens Foundation of South Pasadena, Inc.).

4. ELIGIBLE USER

Senior Center services, activities and recreational classes are available to any adult age 55 and over, or disabled persons, without regard to race, creed, or religion.

5. AGE REQUIREMENT FOR ACTIVITIES/SERVICES

Some special services have different age restrictions determined by outside funding sources or agencies (i.e., Los Angeles County sponsored flu & pneumonia shots, classes sponsored by Pasadena City College Adult Education, MTA bus pass).

6. SMOKING

Smoking is not permitted inside the facility, in the entryway or in the patios to the Senior Center. Ordinance adopted by City Council 2010.

7. TELEPHONES

The office telephones are for Senior Center and Community Services related business, only. The office telephone is available only during an emergency.

8. FACILITY KEYS

Key staff members have keys to the facility. Any community organization will need to make prior arrangements with the Supervisor or designee to arrange availability and return.

9. SCHEDULING USE OF ROOMS

The Senior Services Supervisor or designee is responsible for scheduling the use of all rooms. Community groups are welcome to use the facility with prior approval from Senior Services Supervisor, as long as the scheduling does not conflict with any Senior Center activity or function. Priority is given to South Pasadena community organizations/groups benefiting seniors. Exceptions can be made by the Supervisor to use facility during the hours of operation if the event is to benefit older adults.

10. CONTRACT CLASSES AND FEES

Non-fee senior classes are offered to Senior Center members. Classes are led by volunteers or paid instructors from the community and scheduled within the regular hours of operation. All instructors must complete instructor agreement form.

Fee-based senior classes are open to all adults over 55 years of age, regardless of membership. Revenue sharing percentages follow the City Council approved schedule.

11. SENIOR ACTIVITY

The Senior Center offers activities such as, but not limited to, Senior Cinema, language classes, Bridge, Computer lab, WII games and others where little or no supervision is provided for the recreational or educational purpose. Fees are not charged, but membership is required to the Senior Center.

12. RENTAL OF THE SENIOR CENTER

The Senior Center is available for private parties on Friday evenings, Saturdays & Sundays. Guidelines and fees are stipulated in the fee schedule adopted by South Pasadena City Council.

13. POSTING INFORMATIONAL FLYERS & MATERIALS AT THE SENIOR CENTER

On a case-by-case basis permission is granted by the Senior Services Supervisor for materials posted on the bulletin boards at the Senior Center. Placement of posters and any other advertising materials is at the discretion of the Senior Services Supervisor. Community groups and organizations will be permitted to display flyers/brochures at the counter of the facility if they are benefiting older adults. The City and its staff do not endorse or screen any posted information.

14. LOUNGING AND SOCIALIZING AT THE SENIOR CENTER

The public is welcome to lounge and socialize in the library reading area, and lunch tables so long as the conversations do not interfere with the daily programming. Signs are posted during lectures/classes asking the public to keep their voices down during programmed activities. Those not abiding by the Center Rules and Regulations are subject to verbal warning and possible suspension from the Center.

15. USE OF SENIOR CENTER EQUIPMENT/FURNISHINGS

The Senior Center copier, fax, computers and telephones are not for general public use. Copies can be made for volunteers instructing senior classes/activities.

Loaning of equipment (i.e. tables and chairs) to community groups or organizations is not allowed unless authorized by the Community Services Director.

16. GAMBLING IN THE FACILITY

Exchange of money for any game is considered gambling and is prohibited in the Senior Center.

17. PUBLIC CONDUCT IN THE SENIOR CENTER

Inappropriate and unacceptable behavior is not tolerated in the Senior Center. Improper behavior is defined, but not limited to:

- a) Physical violence;
- b) Threats of physical violence;
- c) Language and conduct that is obscene, abusive or rude;
- d) Intoxication;
- e) Comments/statements which are deemed racial and/or discriminating;
- f) Bullying – to include, emotional, verbal and/or physical. Such as, subtle methods of intimidation, verbal harassment and/or physical assault perhaps on grounds of race, religion, gender sexuality, political persuasion, ability and or social class.
- g) Illegal drug use;
- h) Refusal to obey the Senior Center’s rules;
- i) Interference with Senior Center’s operations;
- j) Tampering with Senior Center’s property;
- k) Theft or destruction of Senior Center’s property; and
- l) Smoking where prohibited;

The following will transpire should any of the violations take place:

1. The Supervisor will first speak to the individual/s violating the code of conduct, and a written warning is issued.
2. If violations continue the person/s will be suspended from using the Center anywhere from 30-60 days (depending on the violation/s). Suspension will be detailed in writing with date/s and time violations took place. At this point the Community Services Director and City Attorney will be informed of what is transpiring.
3. In the event the behavior continues after the suspension, the person/s will no longer be permitted to use the Center.
4. Those not abiding with the above mentioned “Code of Conduct” may be asked to leave the facility. Under certain circumstances individuals can be removed immediately should violations be severe enough, particularly in the case where the safety and/or welfare of the public and/or staff is concerned and/or the Police Department may be contacted by City staff for assistance.

18. **DISPLAY CASES/DISPLAY BOARDS**

Display cases are used strictly at the sole discretion of the Senior Center staff to promote upcoming classes, activities, services, etc.

19. **COFFEE AREA**

A stainless cabinet is made available by the Senior Citizens Foundation as well as the hot/cold Water dispenser for the use of the participants. The supplies are stocked and maintained by the Center. Coffee and tea and condiments are available for a fee adopted by the City Council. Staff has the discretion to raise fees if the supply costs become excessive. However, the majority of the cost is absorbed through Senior Center budget.

20. **ANIMALS/PETS IN THE FACILITY**

Animals are not permitted in the facility, except guide and service dogs.

A person with a disability cannot be asked to remove his service animal from the premises unless:

- (1) the animal is out of control and the animal’s owner does not take effective action to control it (example, a dog barks repeatedly during a movie) or
- (2) the animal poses a direct threat to the health or safety of others. More information is available from www.ada.gov or call (800)514-0301.

21. **VOLUNTEERS**

Staff continually recruits, develops and trains a cadre of volunteers to assist staff. Volunteer component will be divided into the following categories, but is not limited to the following:

- a. Front Desk/Reception
- b. Nutrition Program – on-site and home delivery
- c. Special Events
- d. Classes
- e. Social Services
- f. Trips & Tours
- g. Monthly newsletter

Note that some volunteer positions require fingerprinting, a copy of DMV printout and proof of automobile insurance.

22. GENERAL RESPONSIBILITIES OF ALL STAFF

It is expected that all employees (paid & volunteer) of the City of South Pasadena/Community Services Department represent South Pasadena in a courteous, effective and efficient manner. Senior Services Division staff is expected to:

- a. Serve/assist all persons coming into the Senior Center;
- b. Respond to all requests in a polite, concise, accurate manner;
- c. Respond as a “team player”;
- d. Have complete knowledge of all Senior Center programs;
- e. Be aware of and adhere to City of South Pasadena and Senior Center policies and procedures;
- f. Be clean and professionally attired; and
- g. Refer customers to other departments or agencies as appropriate.

23. ELDER ABUSE

If any staff member has a reasonable belief that an elderly or disabled person is the victim of physical, mental or financial abuse, then they are to advise the Senior Services Supervisor or Community Services Director, immediately. Staff will notify the appropriate agency for assistance and follow-up, including the South Pasadena Police Department. If physical abuse is occurring in presence of staff, the abuse shall be reported immediately to the Police Department.

- a. There are four types of abuse, including:
 - Physical Abuse
 - Financial Exploitation
 - Mental Abuse
 - Neglect
- b. Key signs:
 - Physical appearance (burns, bruises, or signs of malnutrition)
 - Behavior changes (apparent fear, withdrawn, depression, or confusion)
 - Misuse of finances/assets
 - Isolation

24. DONATIONS TO THE SENIOR CENTER

Any donations made by local merchants or individuals of food, magazines, books, baked goods, plants, etc., are available to seniors who patronize the South Pasadena Senior Center. Staff is discouraged from taking items until the end of day when all seniors have had an opportunity to enjoy the donations.

25. SENIOR CITIZENS' FOUNDATION OF SOUTH PASADENA, INC.

The foundation was founded in December of 2006 and its sole purpose is to serve as a fundraising arm for the Senior Center. On occasion the Foundation will hold events at the Center for fundraising purposes, as well as use the facility to hold quarterly board meetings. Participants of the Senior

Center are welcomed to make donations payable to the Foundation when they express interest in making a donation.

26. PROPOSED SPECIAL AND HOLIDAY SENIOR LUNCHEONS POLICY:

Special and or holiday luncheons offered by the South Pasadena Senior Center will have two dates for accepting reservations. The first date will be for residents only. The second date will be for all other senior citizens regardless of residency. All participants will have to be registered with the Center's database in order to verify residence. Reservations will be accepted via telephone and walk-in. Reservations left via voicemail or email will not be accepted.

27. Proposed Excursions Policy:

Excursions offered by the South Pasadena Senior Center will have three days for accepting registrations on specified date, all others will be able on the fourth business day regardless of residency. Participants need to be registered with the Center's database in order to verify residence. Reservations accepted via walk-in with payment made at that time.

Amended March 4, 2015

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: Paul Toor, P.E., Public Works Director *PT*
Shin Furukawa, P.E., Deputy Public Works Director *SF*
Alex Chou, Associate Civil Engineer *ACE*

SUBJECT: **Rejection of All Bids for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project**

Recommendation

It is recommended that the City Council:

1. Reject all bids received for the Arroyo Seco Golf Course Sanitary Sewer Lift Station Project; and
2. Authorize staff to re-advertise the project once the electrical design is completed.

Fiscal Impact

This project is funded through Arroyo Seco Golf Course Reserve Fund. There are sufficient funds available in the Arroyo Seco Golf Course Reserve Fund for this project.

Commission Review and Recommendation

This matter has not been reviewed by any Commission.

Background

The Arroyo Seco Golf Course facilities are often interrupted by sewer backups. Plumbers are called on a regular basis to unclog sewer lines; sometimes high pressure jetting is required to remove heavy deposits. Sewer backups have caused flooding in the restaurant, kitchen, and restroom areas which resulted in temporary closure of the facilities.

The City desires to upgrade the sewer system by abandoning the existing septic tank at the Arroyo Seco Golf Course and constructing a new sewer line connecting the facility to the City sewer main line in Arroyo Drive. The scope of work will include site evaluation, design of the pump station structure, evaluation and selection of sewer pumping system, design of site appurtenances, and design of electrical system.

Analysis

In September 2014, the City advertised the project for bids. There were a total of seven bidders who submitted bid packages.

Contractor	Bid Amount
Toro Enterprise, Inc., Oxnard, CA	\$ 416,357
MMC, Inc., La Palma, CA	\$ 468,211
United Engineering & Const., Inc., Glendale, CA	\$ 511,250
Atlas-Allied, Inc., Anaheim, CA	\$ 528,840
GRFEO, Perris, CA	\$ 585,000
Ramona, Inc., Arcadia, CA	\$ 621,000
Pyramid Building & Eng., Inc., Hesperia, CA	\$ 628,940
<i>Engineer's Estimate</i>	<i>\$ 501,000</i>

During this time, the City submitted an application to Southern California Edison (SCE) requesting development of electrical plans for this project. There were several delays experienced during this process. First, after bids were opened, a new SCE planner was assigned to the project. This new SCE planner brought up new requirements for installation of a transformer. SCE subsequently changed planners two additional times which caused additional delays in completing the electrical designs. SCE's electrical design is estimated to be completed in April 2015.

Furthermore, the lowest apparent bidder incorrectly bid the project by pricing directional boring work instead of open trench work. Therefore, it is in the best interest of the City to reject all bids and to re-advertise the project once the SCE electrical design is completed and incorporated into the project.

Legal Review

The City Attorney has not reviewed this item.

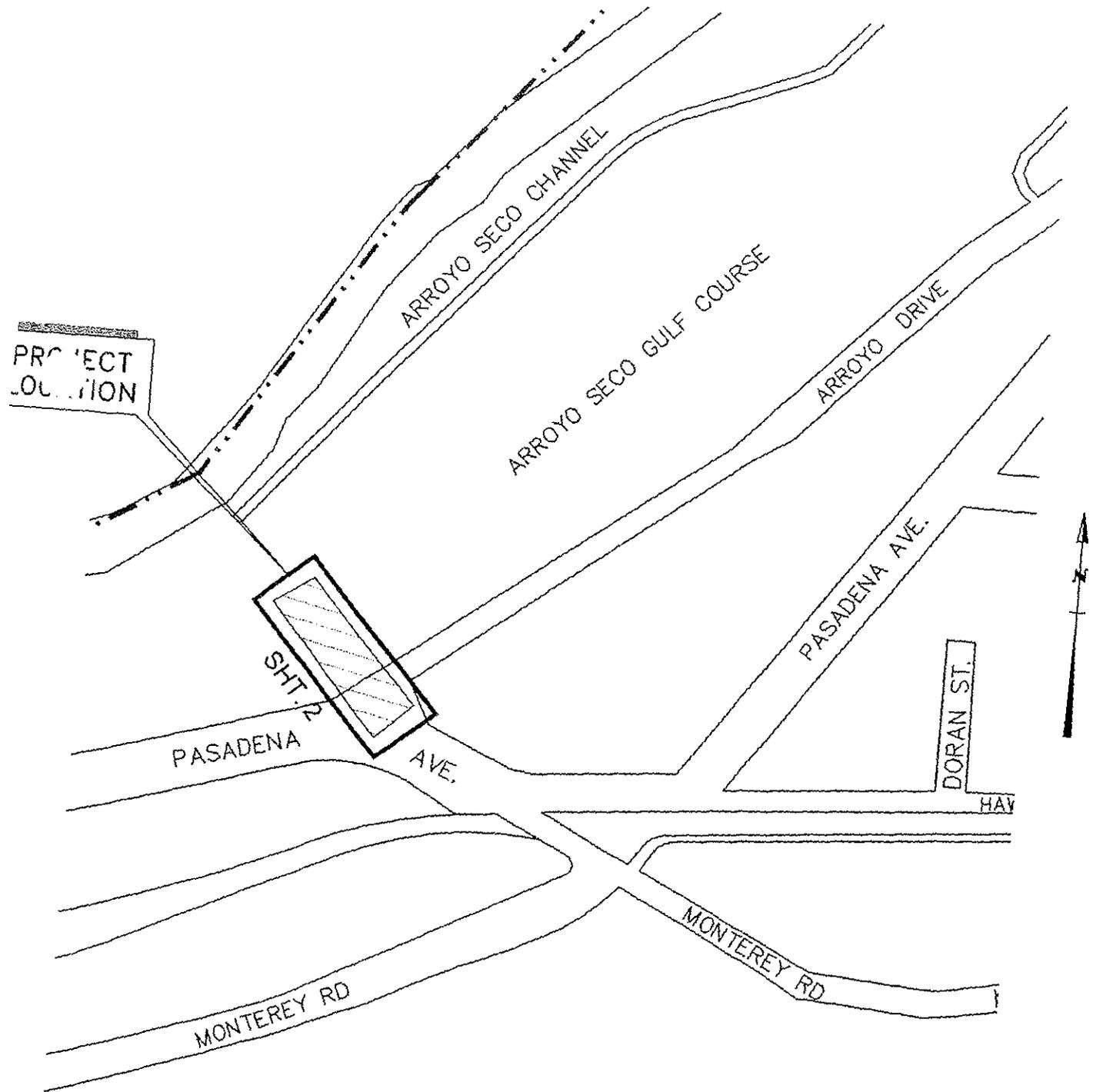
Public Notification of Agenda Item

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: Project Location Map

CITY OF SOUTH PASADENA

PROJECT LOCATION MAP

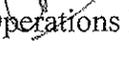


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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Paul Toor, P.E., Public Works Director 
Gabriel B. Nevarez, Public Works Operations Manager 
SUBJECT: **Award of Contract to Zumar Industries, Inc., for the Purchase of Street Name Signs**

Recommendation

It is recommended that the City Council:

1. Accept a bid dated February 10, 2015, from Zumar Industries, Inc., to purchase three hundred and fifteen street name signs;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with Zumar Industries, Inc., for a not-to-exceed amount of \$40,510.

Fiscal Impact

Sufficient funds are available in capital project account 101-9000-9203 to fund this purchase.

Commission Review and Recommendation

This project has been discussed and recommended by the Public Works Commission.

Background

City Council approved the citywide street sign replacement project and authorized an appropriation of \$50,000 as a part of the FY 2014-15 adopted budget. There are approximately 450 existing street name signs throughout the City that are not compliant with the latest Manual on Uniform Traffic Control Devices (MUTCD) requirements and need replacement.

It is proposed to utilize in-house staff for the installation of the street name signs in order to optimize the available budget. Taking into account the existing workload, staff will attempt to replace between 30 to 50 signs per month.

Analysis

Sealed bids were solicited from various vendors, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City, and in various publications, including F.W. Dodge, Daily Construction Service, Bid Net, and Contractors Information Network in January 2015.

Award for the Purchase of Street Name Signs
March 4, 2015
Page 2 of 2

On February 10, 2015, the City Clerk received and opened two (2) bids for construction. The table below summarizes the bids that were received:

Contractor	Bid Amount
Zumar Industries, Inc., Santa Fe Springs, CA	\$ 40,510
Roadline Products, Inc., Downey, CA	\$ 42,022
<i>Engineer's Estimate</i>	<i>\$ 48,825</i>

Zumar Industries, Inc., is a reputed supplier of street name signs and apparatus throughout Southern California, they have successfully constructed and delivered signs to many agencies, such as the City of Santa Monica, City of Culver, City of Irvine, and City of South Pasadena. Staff recommendation is to award the project to Zumar Industries, Inc. If the project is awarded tonight, it is anticipated that installation of signs will begin in May 2015.

Legal Review

The City Attorney has not been asked to review 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*.

Attachments: Bid Proposal

**MINUTES OF THE BID OPENING FOR
2015 City Wide Street Name Sign Purchase Project**

Tuesday, February 10, 2015 at 10:00 A. M.

**CITY CLERK'S OFFICE
CITY OF SOUTH PASADENA
1414 MISSION STREET, SOUTH PASADENA, CA 91030**

BID OPENING

A Bid Opening was held at 10:00 a.m.	
Present were:	
<input checked="" type="checkbox"/> Gabriel Nevarez, Project Manager	
<input checked="" type="checkbox"/> Natalie Sanchez, Management Aide	

BIDS RECEIVED

As a result, 2 bids were received, all properly sealed and notated as follows:

	Name	Date/Time	Bid Amount (\$)
1.	Zumar Industries	2/10/2015 @ 8:00 a.m.	\$ 40,509.85
2.	Roadline Products Inc	2/10/2015 @ 9:39 a.m.	\$ 42,022.23
3.			

ANNOUNCEMENT

The City Clerk advised that the bids will be reviewed by staff. Award of contract will be announced at a later date.

SUBMITTED BY:

Natalie Sanchez
Natalie Sanchez, Management Aide

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City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Robert S. Joe, Mayor/Agency Chair
Diana Mahmud, Mayor Pro Tem/Agency Vice Chair
Michael A. Cacciotti, Council/Agency Member
Marina Khubesrian, M.D., 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: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$745,530.67,
General City Warrants in the Amount of \$349,100.05 and Payroll
in the Amount of \$424,024.62**

Recommendation

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

Fiscal Impact

Prepaid Warrants:		
Warrant # 187206 – 187251	\$	745,530.67
General City Warrants:		
Warrant # 187252 – 187383	\$	349,100.05
Payroll 02-27-15	\$	<u>424,024.62</u>
Total	\$	1,518,655.34

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
March 4, 2015
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 02-27-15
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

City of South Pasadena
Demand/Warrant Register
Recap by fund

Fund No.	Date 03.04.15 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	49,978.83	166,674.16	231,259.13
Insurance Fund	103			
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	798.65	2,970.97	4,417.27
Local Transit Return "C"	207	2,339.86	4,914.00	9,841.85
Sewer Fund	210	929.43	830.02	12,321.64
CTCTraffic Improvement	211			
Street Lighting Fund	215	15,047.59	7,184.92	11,117.56
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	2,274.81		
Housing Authority Fund	228			
State Gas Tax	230	2,525.42	4,941.37	18,336.68
County Park Bond Fund	232		673.94	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260		2,144.34	
Asset Forfeiture	270			
Police Grants - State	272	2,080.00	40,525.81	
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275			
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		9,536.50	299.30
Water Fund	500	407,241.67	108,704.02	55,950.61
Public Financing Authority	550			
Payroll Clearing Fund	700	261,982.80		71,876.86
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		745,199.06	349,100.05	415,420.90
City Report Totals			1,509,720.01	

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	331.61	-	8,603.72
Column Totals		331.61	-	8,603.72
RSA Report Totals			8,935.33	

Grand Report Total	Amounts		
	Prepaid	Written	Payroll
	745,530.67	349,100.05	424,024.62
Grand Report Total		1,518,655.34	

Robert S. Joe, Mayor


David Batt, Finance Director

ATTACHMENT 2
Prepaid Warrant List

	Voided Checks	
186758		\$50.00

AKD Consulting

Inv. CSP 2015-2				
02/04/15	Water Fac. & Capital Improv Pr	500-6010-6711-8170-000		11,280.00
Ck. 02/12/15 187206	Total			11,280.00

Ameritas

Inv. P/R/E 2/22/15				
02/24/15	Vision Ins Mar-15	700-0000-0000-2268-000		2,798.68
Ck. 02/26/15 187235	Total			2,798.68

Athens Disposal Company

Inv. Feb 2015				
02/12/15	Estimate Recycling Fees 2/15	500-0000-0000-5360-000		6,380.18
02/12/15	Estimate Rubbish Fees 2/15	500-0000-0000-5360-000		264,317.22
Inv. Jan 2015				
02/12/15	Low Income Fees 1/15	101-0000-0000-4210-001		1,257.09
02/12/15	Yard Waste Fees 1/15	500-0000-0000-5525-000		8,906.41
Ck. 02/12/15 187207	Total			280,860.90

Auyeung, John

Inv. 37007 37008				
02/08/15	Refund Permit Fee	101-0000-0000-4460-000		103.95
Ck. 02/12/15 187208	Total			103.95

CA American Water Co.

Inv. 101521002151102				
01/26/15	Water Svc Wilson Well#2 12/23/	500-6010-6711-8231-000		17.70
Ck. 02/19/15 187218	Total			17.70

CA Franchise Tax Board

Inv. P/R/E 2/22/15				
02/24/15	Garnishment	700-0000-0000-2264-000		75.00
Ck. 02/26/15 187236	Total			75.00

Ca. State Disbursement Unit

Inv. P/R/E 2/22/15				
02/24/15	Garnishment	700-0000-0000-2264-000		400.50
Ck. 02/26/15 187237	Total			400.50

CAL PERS 457 PLAN

Inv. P/R/E 2/22/15				
02/24/15	Deferred Comp	700-0000-0000-2260-000		3,212.07
Ck. 02/26/15 187238	Total			3,212.07

Chaidez, Hector

Inv. 191616512				
01/07/15	Predictive Policing Svcs 1/1-3	272-4010-4018-8180-000		2,080.00
Ck. 02/19/15 187219	Total			2,080.00

Chan, Anthony

Inv. P/R/E 2/22/15				
02/25/15	Movie Detail 2/10/15	101-0000-0000-2910-200		840.00
Ck. 02/26/15 187239	Total			840.00

City of South Pasadena-City Cl

Inv. 2/19/15				
02/19/15	Reimb. Petty Cash	101-1010-1011-8090-000		77
02/19/15	Reimb. Petty Cash	101-1020-1021-8020-000		178.16
Ck. 02/19/15 187220	Total			256.16

Creek, Michael

Inv. P/R/E 2/22/15			
02/25/15	Movie Detail 2/19/15	101-0000-0000-2910-200	560.00
Inv. P/R/E 2/22/15 A			
02/25/15	Movie Detail 2/20/15	101-0000-0000-2910-200	1,050.00
Ck. 02/26/15 187240	Total		1,610.00

Delta Dental

Inv. P/R/E 2/22/15			
02/24/15	Dental Ins Mar-15	700-0000-0000-2267-000	11,747.40
Ck. 02/26/15 187241	Total		11,747.40

Dominguez, Natali

Inv. 2-2015			
02/14/15	Sr.Center Valentines Luncheon	101-8030-8021-8020-000	260.00
Ck. 02/12/15 187209	Total		260.00

E. D. D.

Inv. P/R/E 2/22/15			
02/24/15	State w/h Tax	700-0000-0000-2220-000	17,809.86
Ck. 02/26/15 187242	Total		17,809.86

Edwards, Aarin

Inv. R56369			
02/18/15	Refund Cancelled Camp Med	101-0000-0000-5270-001	150.00
Ck. 02/19/15 187221	Total		150.00

x Advantage

Inv. 85469			
02/05/15	Adminstration Cost	101-3010-3041-7131-000	96.00
Inv. P/R/E 2/22/15			
02/25/15	Retiree Health Reimbursement M	101-3010-3041-7131-000	691.77
Ck. 02/26/15 187243	Total		787.77

Hernandez, Jr., Joseph

Inv. P/R/E 2/22/15			
02/25/15	Movie Detail 2/10/15	101-0000-0000-2910-200	840.00
Ck. 02/26/15 187244	Total		840.00

House of Trophies & Awards Inc

Inv. 80976			
10/10/14	50 6" Badges & Set Up Fee	101-4010-4011-8020-000	1,934.75
Ck. 02/19/15 187222	Total		1,934.75

ICMA

Inv. P/R/E 2/22/15			
02/24/15	Deferred Comp	700-0000-0000-2260-000	5,494.89
Ck. 02/26/15 187245	Total		5,494.89

Kbjian, Lucy

Inv. 2/9/15			
02/09/15	Strategic Planning Comm.Forum	101-1010-1011-8090-000	234.58
Ck. 02/12/15 187210	Total		234.58

Lee Ko, Mariam

Inv. 2/9-2/11/15			
02/11/15	Reimb. Mileage & Parking PARMA	101-2010-2013-8090-000	92.63
Ck. 02/19/15 187223	Total		92.63

Lunnou, Joseph

Inv. P/R/E 2/22/15			
02/25/15	Movie Detail 2/11/15	101-0000-0000-2910-200	1,050.00
Ck. 02/26/15 187246	Total		1,050.00

Mejia, Michael

Inv. P/R/E 2/22/15			
02/25/15	Movie Detail 2/14/15	101-0000-0000-2910-200	560.00
Inv. P/R/E 2/22/15A			
02/25/15	Movie Detail 2/19/15	101-0000-0000-2910-200	560.00
Ck. 02/26/15 187247	Total		1,120.00

Miller, Irene

Inv. R56515			
02/18/15	Refund Double Booked Rsvp	101-0000-0000-5270-005	55.00
Ck. 02/19/15 187224	Total		55.00

Mission-Meridian Village

Inv. 88888-7			
02/09/15	Property Owners Assn Dues-Hosp	226-2010-2029-8060-000	857.56
Inv. 88888-8			
02/09/15	Property Owners Assn Dues-Park	226-2010-2029-8060-000	41.08
02/09/15	Property Owners Assn Dues-Park	207-2010-2260-8061-000	1,700.00
Inv. 88888-9			
02/09/15	Property Owners Assn Dues-Util	226-2010-2029-8060-000	1,376.17
Ck. 02/12/15 187211	Total		3,974.81

Montelongo, Aaron

Inv. R56516			
02/18/15	Refund Partial Pet First Aid C	101-0000-0000-5270-005	40.00
Ck. 02/19/15 187225	Total		40.00

Pacific Hydrotech Corp.

Inv. #23			
12/17/14	Wilson Reservoir Replacement I	500-9000-9265-9265-000	108,091.85
Ck. 02/12/15 187212	Total		108,091.85

Pasadena Water & Power

Inv. 80176-1			
01/21/15	Water Svc 60 E.State St.12/11/	500-6010-6711-8231-000	1,950.49
Inv. 80233-0			
01/20/15	WaterSvc 36 Columbia St.11/12/	500-6010-6711-8231-000	14.54
Ck. 02/19/15 187226	Total		1,965.03

Pers Health Insurance

Inv. P/R/E 2/22/15			
02/24/15	Health Ins Mar-15	227-7200-7210-7131-000	331.61
02/24/15	Health Ins Mar-15	207-2010-2260-7131-000	639.86
02/24/15	Health Ins Mar-15	205-2010-2210-7131-000	798.65
02/24/15	Health Ins Mar-15	210-6010-6501-7131-000	929.43
02/24/15	Health Ins Mar-15	215-6010-6310-7131-000	1,270.38
02/24/15	Health Ins Mar-15	230-6010-6116-7131-000	1,391.82
02/24/15	Health Ins Mar-15	500-6010-6710-7131-000	2,255.86
02/24/15	Health Ins Mar-15	500-6010-6711-7131-000	2,255.86
02/24/15	Health Ins Mar-15	101-3010-3041-7131-000	36,831.66
02/24/15	Health Ins Mar-15	700-0000-0000-2262-000	106,784.94
Ck. 02/26/15 187248	Total		153,490.00

Pers Retirement

Inv. P/R/E 2/22/15			
02/24/15	Retirement Svc Period 2/9-2/22	700-0000-0000-2240-000	111,226.01
Ck. 02/26/15 187249	Total		111,226.01

PETTY CASH - Recreation

Inv. 2/18/15			
02/19/15	Reimb. Petty Cash	101-8030-8031-8020-000	36.58
02/19/15	Reimb. Petty Cash	101-8030-8032-8020-000	61.17
02/19/15	Reimb. Petty Cash	101-8030-8032-8268-000	257.66
02/19/15	Reimb. Petty Cash	101-8030-8032-8264-000	278.54
Ck. 02/19/15 187227	Total		633.95

Sandler Bros.

Inv. 0184990			
12/15/14	Sand Bags	230-6010-6116-8020-000	1,133.60
Ck. 02/19/15 187228	Total		1,133.60

So. CA Edison Co.

Inv. 3-008-8091-11			
02/06/15	12/1/14-1/1/15	215-6010-6201-8140-000	3.22
02/06/15	1/1-2/1/15	215-6010-6201-8140-000	3,885.86
Inv. 3-008-8091-12			
02/06/15	1/1-2/1/15	215-6010-6115-8140-000	848.44
Inv. 3-008-8091-13			
02/06/15	1/1-2/1/15	215-6010-6201-8140-000	7,981.14
Inv. 3-008-8091-14			
02/06/15	1/1-2/1/15	215-6010-6201-8140-000	12.03
Inv. 3-008-8091-16			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	159.47
Inv. 3-008-8091-17			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	69.64
Inv. 3-008-8091-18			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	60.76
Inv. 3-008-8091-19			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	50.63
Inv. 3-008-8091-20			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	76.02
Inv. 3-008-8091-21			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	86.24
Inv. 3-008-8091-22			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	52.69
Inv. 3-008-8091-23			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	86.52
Inv. 3-008-8091-24			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	80.15
Inv. 3-008-8436-55			
02/06/15	1/6-2/4/15	215-6010-6201-8140-000	152.51
Inv. 3-025-4910-19			
02/06/15	1/6-2/4/15	215-6010-6115-8140-000	138.86
Inv. 3-026-6343-40			
02/06/15	1/6-2/4/15	215-6010-6115-8140-000	33.03
Ck. 02/19/15 187229	Total		13,777.21

Springbrook Software

Inv. 5/5-5/7/15			
02/12/15	Conf.Registration-P.Lieu,A.Yep	500-3010-3012-8090-000	1,390.00
02/12/15 187213	Total		1,390.00

Straus, Hilary

Inv. 1/30/15				
02/09/15	Reimb. League of CA Conference	101-2010-2011-8090-000		167.57
Inv. 11/14/14				
02/09/15	Reimb. CSAC-EIA Meeting Exp.S.	101-2010-2011-8090-000		98.60
02/09/15	Reimb. CSAC-EIA Meeting Exp.H.	101-2010-2013-8090-000		98.60
02/09/15	Reimb. CSAC-EIA Meeting Exp.S.	101-8030-8031-8020-000		197.20
Inv. 2/2/15				
02/09/15	Reimb. Lunch Mtg Mayor & Chamb	101-2010-2011-8090-000		113.38
Ck. 02/12/15 187214	Total			675.35

The Foundation for Living Beau

Inv. R373225				
01/05/15	Refund Fire Plan Check	101-0000-0000-5289-002		50.00
Ck. 02/12/15 187215	Total			50.00

Time Warner Cable

Inv. 008 0224964				
02/08/15	Internet Upgrade 2/8-3/7/15	101-3010-3032-8170-000		355.11
Ck. 02/12/15 187216	Total			355.11

Inv. 008 0011783				
02/19/15	Camp Med Internet 2/19-3/18/15	101-8030-8031-8180-000		83.13
Inv. 008 0251967				
02/22/15	1102 Oxley St. 2/22-3/21/15	101-8030-8021-8110-000		191.03
Inv. 008 0269985				
02/17/15	City Hall 2nd Modem 2/17-3/16/	101-3010-3032-8150-000		144.04
Ck. 02/19/15 187230	Total			418.20

United Way

Inv. P/R/E 2/22/15				
02/24/15	Payroll Deduction	700-0000-0000-2258-000		6.00
Ck. 02/26/15 187250	Total			6.00

Urban Pet

Inv. CR2004436				
01/14/15	Food & Supplies for K9-Lisu	101-4010-4011-8034-000		150.40
Inv. CR2004978				
01/26/15	Food & Supplies for K9-Barry	101-4010-4011-8035-000		136.20
Ck. 02/19/15 187231	Total			286.60

Valley Monument Co.

Inv. 2182015				
02/18/15	2 Memorial Bench Program Plaqu	101-0000-0000-2925-001		80.00
Ck. 02/19/15 187232	Total			80.00

Verizon Wireless

Inv. 9739442289				
01/23/15	Mobile Broadband 8351 12/24/14	101-3010-3032-8150-000		16.03
Ck. 02/12/15 187217	Total			16.03

Inv. 9739168931				
01/19/15	PW Scada System 12/20/14-1/19/	500-6010-6711-8020-000		35.11
Ck. 02/19/15 187233	Total			35.11

Voya Financial

Inv. P/R/E 2/22/15				
02/24/15	Deferred Comp	700-0000-0000-2260-000		2,427.45
Ck. 02/26/15 187251	Total			2,427.45

City of South P
User: mfestejo

Accounts Payable
Check Detail Report - Detail

Printed: 02/25/15 14:24

Y Tire Sales

Inv. 113758				
02/03/14	Unit# 19 New Tires			
Ck. 02/19/15 187234	Total	500-6010-6710-8100-000		346.45
				346.45
Total				745,530.67

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ATTACHMENT 3
General City Warrant List

3D International LLC

Inv. 410087				
02/02/15	FD Vehicle Cleaning Supplies	101-5010-5011-8100-000		448.45
Ck. 03/04/15 187252	Total			448.45

Acorn Media

Inv. 00035076				
02/12/15	Mens 2nd Floor RR Automatic Fa	500-3010-3012-8032-000		288.85
Inv. 00035084				
02/13/15	Key Safe	101-9000-9000-9000-000		69.27
Inv. 00035091				
02/15/15	Mens 1st Floor RR Automatic Fa	500-3010-3012-8032-000		289.89
Ck. 03/04/15 187253	Total			648.01

Adamson Police Products

Inv. 163275				
01/09/15	Tactical Equipment	272-4010-4018-8520-000		2,646.52
Ck. 03/04/15 187254	Total			2,646.52

All Star Fire Equipment, Inc.

Inv. 179208				
01/30/15	FD Safety Equipment	101-5010-5011-8134-000		197.02
Ck. 03/04/15 187255	Total			197.02

Amazon/SYNCB

Inv. 121185109776				
01/13/15	Printer for CS Admin	101-8030-8031-8020-000		274.09
Inv. 142538165673				
01/23/15	Jumbo Game for Camp Med	101-0000-0000-2700-000		(23.
01/23/15	Jumbo Game for Camp Med	101-8030-8031-8020-000		287.44
Ck. 03/04/15 187256	Total			537.80

Angel City Data Inc.

Inv. 13186				
02/02/15	FD Electronic EMS Scheduling S	101-5010-5011-8180-000		360.00
Ck. 03/04/15 187257	Total			360.00

Aramark Uniform Services

Inv. 530404993				
02/12/15	Uniform Svc	500-6010-6711-8132-000		17.19
02/12/15	Uniform Svc	215-6010-6310-8132-000		17.20
02/12/15	Uniform Svc	500-6010-6710-8132-000		17.20
02/12/15	Uniform Svc	230-6010-6116-8132-000		17.20
02/12/15	Uniform Svc	101-6010-6601-8132-000		17.20
02/12/15	Uniform Svc	215-6010-6201-8132-000		17.20
02/12/15	Uniform Svc	210-6010-6501-8132-000		76.61
Inv. 530422132				
02/19/15	Uniform Svc	500-6010-6711-8132-000		17.19
02/19/15	Uniform Svc	101-6010-6601-8132-000		17.20
02/19/15	Uniform Svc	215-6010-6201-8132-000		17.20
02/19/15	Uniform Svc	215-6010-6310-8132-000		17.20
02/19/15	Uniform Svc	500-6010-6710-8132-000		17.20
02/19/15	Uniform Svc	230-6010-6116-8132-000		17.20
02/19/15	Uniform Svc	210-6010-6501-8132-000		76.61
Ck. 03/04/15 187258	Total			359.60

Arcadis US Inc.

Inv. 0643304				
02/09/15	Const.Mgmt & Inspect.Svc12/29/	500-9000-9266-9266-000		6,911.28

Ck. 03/04/15 187259	Total		6,911.28
Armorcast Products Co.			
Inv. 0162359			
12/29/14	Water Distribution 4" Meter Bo	500-6010-6710-8020-000	997.39
Ck. 03/04/15 187260	Total		997.39
Artic Mechanical Inc.			
Inv. 140709-908			
02/11/15	A/C Maint. @ Grand Pumphouse	101-6010-6601-8120-000	100.00
Inv. 140709-909			
02/11/15	A/C Maint. @ Iron Works Museum	101-6010-6601-8120-000	100.00
Inv. 140709-912			
02/11/15	A/C Maint. @ Library	101-6010-6601-8120-000	200.00
Inv. 140709-914			
02/11/15	A/C Maint. @ Yard	101-6010-6601-8120-000	200.00
Inv. 140712-721			
02/09/15	A/C Maint. @ PD	101-6010-6601-8120-000	403.75
Inv. 140714-683			
02/11/15	A/C Maint. @ FD	101-6010-6601-8120-000	364.00
Inv. 140715-281			
02/11/15	A/C Maint. @ Yard	101-6010-6601-8120-000	334.28
Inv. C10447			
01/23/15	PD A/C Unit Replacement	101-4010-4011-8120-000	6,409.00
Ck. 03/04/15 187261	Total		8,111.03
Audio Editions			
Inv. 1535543			
02/04/15	Books on CAssette & CD's	101-8010-8011-8080-000	8.60
Ck. 03/04/15 187262	Total		8.60
Baker & Taylor Entertainment			
Inv. M63240880			
01/12/15	CD's & DVD's	101-8010-8011-8080-000	48.98
Inv. T15198730			
01/16/15	CD's & DVD's	101-8010-8011-8080-000	40.86
Inv. T15440360			
01/18/15	CD's & DVD's	101-8010-8011-8080-000	105.41
Inv. T15485820			
01/19/15	CD's & DVD's	101-8010-8011-8080-000	11.28
Inv. T15832440			
01/29/15	CD's & DVD's	101-8010-8011-8080-000	34.98
Inv. T15884690			
01/27/15	CD's & DVD's	101-8010-8011-8080-000	471.43
Ck. 03/04/15 187263	Total		712.94
Baker & Taylor Inc.			
Inv. 4011108159			
01/13/15	Books	101-8010-8011-8080-000	1,012.45
Inv. 4011108549			
01/14/15	Books	101-8010-8011-8080-000	36.25
Inv. 4011114115			
01/19/15	Books	101-8010-8011-8080-000	1,143.80
Inv. 4011118441			
01/22/15	Books	101-8010-8011-8080-000	421.08
Inv. 4011119779			
01/22/15	Books	101-8010-8011-8080-000	257.35
Inv. 4011121462			
01/23/15	Books	101-8010-8011-8080-000	240.42
Inv. 4011126160			
01/28/15	Books	101-8010-8011-8080-000	163.31

Inv. 4011129717				
02/02/15	Books		101-8010-8011-8080-000	86.29
Ck. 03/04/15 187264	Total			3,360.95
BNI Building News				
Inv. 58619				
02/09/15	2 2015 PW Construction Manuals		101-6010-6011-8060-000	209.78
Ck. 03/04/15 187265	Total			209.78
Brodart Co.				
Inv. 384650				
01/27/15	Supplies		101-8010-8011-8020-000	156.96
Ck. 03/04/15 187266	Total			156.96
Bucknam Infrastructure Group I				
Inv. 334-01.02				
02/03/15	Citywide Pavement Mgmt System		101-9000-9203-9203-000	13,324.35
Ck. 03/04/15 187267	Total			13,324.35
CA Linen Services				
Inv. 1116996				
02/16/15	FD Dept. Supplies		101-5010-5011-8020-000	116.13
Inv. 1119235				
02/23/15	FD Dept Supplies		101-5010-5011-8020-000	110.85
Ck. 03/04/15 187268	Total			226.98
Caceres, Karina				
Inv. 37913				
02/18/15	Refund Permit		101-0000-0000-4460-000	100
Ck. 03/04/15 187269	Total			100.00
Cantu Graphics				
Inv. 4331				
02/09/15	Transit Appt. Cards		205-8030-8025-8050-000	49.00
Ck. 03/04/15 187270	Total			49.00
Catering Systems Inc.				
Inv. 3414				
02/04/15	Sr. Center Meals w/ 1/26-30/15		260-8030-8023-8180-000	1,128.60
Inv. 3421				
02/11/15	Sr. Center Meals w/2/2-6/15		260-8030-8023-8180-000	1,015.74
Ck. 03/04/15 187271	Total			2,144.34
CBE Los Angeles				
Inv. 1654625				
01/20/15	PW Copier Overages 12/20/14-1/		101-6010-6011-8050-000	52.05
Inv. 1659277				
02/05/15	Copier Overages 1/5-2/4/15		101-3010-3011-8110-000	2.72
02/05/15	Copier Overages 1/5-2/4/15		500-3010-3012-8110-000	2.73
02/05/15	Copier Overages 1/5-2/4/15		101-7010-7101-8110-000	5.45
Ck. 03/04/15 187272	Total			62.95
CBE Los Angeles				
Inv. 1658316				
02/20/15	FD Copier Overages 1/20-2/19/1		101-5010-5011-8170-000	26.50
Ck. 03/04/15 187273	Total			26.50
Chang, Emily				
Inv. Win 2015				
02/23/15	Instructor Kindermusik Class		101-8030-8032-8267-000	131.63

Ck. 03/04/15 187274	Total		131.63
Chiu, Jeannie			
Inv. 2/9-11/15			
02/18/15	Reimb. PARMA Conf. Mileage & P	101-2010-2013-8090-000	116.95
Ck. 03/04/15 187275	Total		116.95
City of Pasadena			
Inv. AR2110723			
02/09/15	PD Radio Communications 10/1-1	101-4010-4011-8180-000	3,000.00
Ck. 03/04/15 187276	Total		3,000.00
CKCK Distribution			
Inv. 42			
01/23/15	Gloves	210-6010-6501-8020-000	479.60
Ck. 03/04/15 187277	Total		479.60
Cla-Yal Company			
Inv. 656436			
01/26/15	Install Pump Controls @ Indian	500-6010-6711-8110-000	17,273.00
Ck. 03/04/15 187278	Total		17,273.00
Clean Source Inc.			
Inv. 2889556-00			
02/03/15	Parks Restroom Supplies	232-6010-6417-8020-000	459.85
Inv. 2889559-00			
02/03/15	Restroom Supplies	101-6010-6601-8020-000	459.85
Inv. 2889561-00			
02/03/15	Parks Restroom Supplies	232-6010-6417-8020-000	214.09
Inv. 2889562-00			
02/03/15	Restroom Supplies	101-6010-6601-8020-000	214.09
Inv. 2890179-00			
02/05/15	Janitorial Supplies	101-8010-8011-8120-000	248.47
Ck. 03/04/15 187279	Total		1,596.35
COM Consultants			
Inv. 1411CSP			
12/01/14	Telephone Consultant Svcs 11/1	101-2010-2011-8170-000	1,021.00
Inv. 1412CSP			
01/01/15	Telephone Consultant Svcs 12/1	101-2010-2011-8170-000	1,092.50
Inv. 1501CSP			
02/01/15	Telephone Consultant Svcs 1/15	101-2010-2011-8170-000	997.50
Ck. 03/04/15 187280	Total		3,111.00
Comline Inc.			
Inv. XP030407			
02/09/15	New PD Radios & Softwares	272-4010-4018-8520-000	4,507.00
Ck. 03/04/15 187281	Total		4,507.00
Community Films			
Inv. Midas #31100			
02/24/15	Refund Filming Deposit	101-0000-0000-2910-200	105.00
Ck. 03/04/15 187282	Total		105.00
Conney Safety			
Inv. 04852217			
01/15/15	Hand Warmers	101-6010-6601-8020-000	54.63
Ck. 03/04/15 187283	Total		54.63

CoreLogic Information Solution

Inv. 81393834			
01/31/15	PW Realquest.com Svcs 1/15	101-6010-6011-8020-000	270.17
Ck. 03/04/15 187284	Total		270.17

D & S Printing

Inv. 8882			
02/17/15	Community Garden Banner	101-8030-8031-8020-000	104.64
Ck. 03/04/15 187285	Total		104.64

Dell Marketing L.P.

Inv. XJCJDDK22			
03/07/14	FD Office PC	101-5010-5011-8530-000	250.38
Ck. 03/04/15 187286	Total		250.38

Demco

Inv. 5511848			
01/29/15	Tech Svcs Supplies	101-8010-8011-8020-000	763.43
Ck. 03/04/15 187287	Total		763.43

Digital Telecommunications Cor

Inv. 20447			
02/13/15	Telephone Line Svcs 2/15	101-3010-3041-8150-000	285.00
Ck. 03/04/15 187288	Total		285.00

Dr. Detail Ph.D

Inv. 00022			
02/10/15	Library/CommRoomCarpetCleaning	101-8010-8011-8120-000	220.00
Ck. 03/04/15 187289	Total		220.00

Dudek

Inv. 20150091			
02/09/15	ConstructEngineeringSvcs12/27/	310-6010-6501-8170-000	2,059.00
Ck. 03/04/15 187290	Total		2,059.00

Dumaau, Sherwyn

Inv. R56371			
02/18/15	Refund Cancelled Rsvp	101-0000-0000-5270-005	27.50
Ck. 03/04/15 187291	Total		27.50

Ellen's Silkscreening

Inv. 54179			
02/12/15	Transit Yellow City Safety Ves	205-8030-8025-8180-000	407.04
Ck. 03/04/15 187292	Total		407.04

Empire Cleaning Supply

Inv. 781780			
02/05/15	FD Cleaning Supplies	101-5010-5011-8020-000	455.76
Inv. 781783			
02/04/15	FD Cleaning Supplies	101-5010-5011-8020-000	176.41
Ck. 03/04/15 187293	Total		632.17

Entenmann-Rovin

Inv. 0105841			
02/05/15	FD Retirement Badge for Rob Jo	101-5010-5011-8020-000	167.62
Ck. 03/04/15 187294	Total		167.62

Euler, Linda

Inv. Jan-Feb 2015			
02/24/15	Reimb. Home Delivery Mileage E	101-8030-8021-8020-000	28.64

Ck. 03/04/15 187295	Total		28.64
Eurofins Eaton Analytical			
Inv. L0200518			
01/15/15	Water Quality Testing	500-6010-6711-8170-000	30.00
Inv. L0200806			
01/19/15	Water Quality Testing	500-6010-6711-8170-000	255.00
Inv. L0200824			
01/19/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0201418			
01/23/15	Water Quality Testing	500-6010-6711-8170-000	240.00
Inv. L0201609			
01/26/15	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0201897			
01/28/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0202405			
02/02/15	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0202794			
02/04/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0203102			
02/06/15	Water Quality Testing	500-6010-6711-8170-000	255.00
Inv. L0203272			
02/09/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0203848			
02/13/15	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0203870			
02/13/15	Water Quality Testing	500-6010-6711-8170-000	30.00
Inv. L0204058			
02/16/15	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0204059			
02/16/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Ck. 03/04/15 187296	Total		1,743.00
Federal Express			
Inv. 2-930-63704			
02/06/15	Finance Overnight Shipping	101-3010-3011-8010-000	24.74
Inv. 2-931-29846			
02/06/15	PD Overnight Shipping	101-4010-4011-8010-000	95.41
Ck. 03/04/15 187297	Total		120.15
Ferguson Water Works #1083			
Inv. 0500653			
01/19/15	Arroyo Park Irrigation Supply	500-6010-6710-8020-000	476.66
Ck. 03/04/15 187298	Total		476.66
Fierro, Eric			
Inv. R56520			
02/18/15	Refund Cancelled WMB Deposit 4	101-0000-0000-2920-000	500.00
Ck. 03/04/15 187299	Total		500.00
Freddie Mac's Inc			
Inv. 343234			
01/28/15	Tow Svc Unit#325	230-6010-6116-8100-000	300.00
Inv. 343248			
02/09/15	Tow Svc Unit#362	230-6010-6116-8100-000	300.00
Ck. 03/04/15 187300	Total		600.00
ale, Donna			
Inv. Win 2015			
02/10/15	Instructor Dance Class	101-8030-8032-8267-000	71.25

Ck. 03/04/15 187301	Total		71.
Gallahan, Elliott			
Inv. 13141891			
02/12/15	Refund Citation	101-0000-0000-4610-000	96.00
Ck. 03/04/15 187302	Total		96.00
Galls/Quartermaster			
Inv. 002095766			
06/19/14	PD Body Armor	101-4010-4011-8520-000	76.25
Inv. 002337226			
08/21/14	PD Body Armor	101-4010-4011-8520-000	765.78
Inv. 003073403			
02/03/15	FD Rain/Safety Jackets	101-5010-5011-8134-000	186.77
Inv. 186249			
12/29/14	PD Body Armor CREDIT	101-4010-4011-8520-000	(125.08)
Ck. 03/04/15 187303	Total		903.72
Garda CL West Inc.			
Inv. 20055387			
01/31/15	Armored Car Svc Excess Svcs 1/	101-3010-3011-8020-000	23.75
Ck. 03/04/15 187304	Total		23.75
GE Capital			
Inv. 62232132			
02/08/15	Copier Lease	101-8030-8021-8300-000	99.19
02/08/15	Copier Lease	101-8030-8031-8300-000	99.19
02/08/15	Copier Lease	101-8030-8032-8300-000	99.19
02/08/15	Copier Lease	205-8030-8025-8300-000	99.19
Ck. 03/04/15 187305	Total		396.56
General Pump Company			
Inv. 24058			
02/13/15	Inline Filter Graves Flush Sys	500-6010-6711-8110-000	49.05
Ck. 03/04/15 187306	Total		49.05
George L.Throop Co.			
Inv. 01-665030-00			
02/05/15	Street Supplies	101-6010-6410-8020-000	680.44
Inv. 01-665614-00			
02/12/15	Concrete Sacks	101-6010-6410-8020-000	158.82
Ck. 03/04/15 187307	Total		839.26
GK & Associates			
Inv. 14-152			
01/31/15	Construct. Mgmt & Inspect Svcs	101-9000-9390-9390-000	4,914.00
02/25/15	Construct. Mgmt & Inspect Svcs	207-9000-9390-9390-000	4,914.00
02/25/15	Construct. Mgmt & Inspect Svcs	101-9000-9341-9341-000	6,552.00
Ck. 03/04/15 187308	Total		16,380.00
Gonzales, Idessa			
Inv. 2/9-10/15			
02/11/15	Reimb. PD Training Expense	101-4010-4011-8200-000	104.65
Ck. 03/04/15 187309	Total		104.65
Graffiti Control Systems			
Inv. SPAS0115			
01/31/15	Citywide Graffiti Removal Svcs	101-6010-6410-8262-000	1,421.00
Ck. 03/04/15 187310	Total		1,421.00

Great Match Consulting

Inv. 1690002999				
01/28/15	Temp Workers w/e 1/25/15	101-6010-6410-8170-000		720.30
Inv. 1690003004				
02/04/15	Temp Worker w/e 2/1/15	101-6010-6410-8170-000		740.88
Inv. 1690003009				
02/11/15	Temp Worker w/e 2/8/15	101-6010-6410-8170-000		905.52
Ck. 03/04/15 187311	Total			2,366.70

Greg's Automotive Services

Inv. 10077				
02/04/15	Yard Unit#3 Air Door Actuator	500-6010-6711-8100-000		195.78
Inv. 10107				
02/09/15	Yard Unit# 54 Oil Change & Mai	230-6010-6116-8100-000		239.92
Inv. 10112				
02/10/15	Yard Unit# 362 Repaired Batter	210-6010-6501-8100-000		75.00
Inv. 10121				
02/11/15	Yard Unit#11 Oil Change	500-6010-6710-8100-000		67.04
Ck. 03/04/15 187312	Total			577.74

Harwood, Haley

Inv. Win 15				
02/23/15	Instructor Bellydance Class	101-8030-8032-8267-000		149.76
Ck. 03/04/15 187313	Total			149.76

Irwindale Industrial Clinic

Inv. 279976-583013				
01/31/15	1/9/15 Random Mgmt Program	205-8030-8025-8020-000		300.00
Ck. 03/04/15 187314	Total			300.00

Jack's Auto Repair

Inv. 14230				
02/09/15	PD Unit# 1112 Oil Change, Replace	101-4010-4011-8100-000		777.77
Inv. 14232				
02/11/15	PD Unit# 1198 Replace Arm Lower JT	101-4010-4011-8100-000		993.00
Inv. 14248				
02/09/15	PD Unit# 0432 Oil Change	101-4010-4011-8100-000		65.28
Inv. 14253				
02/10/15	PD Unit# 0213 Oil Change	101-4010-4011-8100-000		67.57
Inv. 14256				
02/12/15	PD Unit# 0908 Replace Coolant &	101-4010-4011-8100-000		329.19
Inv. 14260				
02/12/15	PD Unit# 0416 Oil Change, Repla	101-4010-4011-8100-000		382.36
Ck. 03/04/15 187315	Total			2,615.17

Jerry's Body Shop

Inv. 28722				
01/23/15	Install Back Seats	215-6010-6310-8100-000		730.05
Inv. 28745				
02/06/15	Replace/Install Back Seats Par	215-6010-6310-8100-000		730.05
Ck. 03/04/15 187316	Total			1,460.10

JHM Supply

Inv. 1299				
01/12/15	Nature Park Irrigation Supplie	101-6010-6410-8020-000		157.92
Inv. 2257				
01/20/15	Arroyo Park North Irrigation R	101-6010-6410-8020-000		274.99
Inv. 2991				
01/26/15	City Yard Tree Stakes	101-6010-6410-8020-000		120.66
Inv. 750				
01/07/15	City Wide Repairs	101-6010-6410-8020-000		255.72

Inv. 755				
01/12/15	Backflow Ball Valves		101-6010-6410-8020-000	461.70
Ck. 03/04/15 187317	Total			1,270.99
Karbelnig, Dr. Alan				
Inv. 2/12/15				
02/12/15	Psychological Evaluation		101-4010-4011-8170-000	300.00
Inv. 2/18/15				
02/18/15	Psychological Evaluation Fee		101-4010-4011-8170-000	300.00
Ck. 03/04/15 187318	Total			600.00
Kennedy/Jenks Consultants				
Inv. 89794				
02/10/15	Const. Engineering Svcs 1/15		500-9000-9266-9266-000	32,100.00
Ck. 03/04/15 187319	Total			32,100.00
Kidz Love Soccer				
Inv. Win 2015				
02/23/15	Instructor Soccer Classes		101-8030-8032-8267-000	1,612.00
Ck. 03/04/15 187320	Total			1,612.00
L.A.C. Metropolitan Authority				
Inv. 800060378				
02/12/15	Sr./Disabled TAP Metro Passes		205-0000-0000-5500-000	810.00
02/12/15	Sr./Disabled TAP Metro Passes		205-2010-2210-8250-000	810.00
Ck. 03/04/15 187321	Total			1,620.00
Law Enforcement Legal Reporter				
Inv. 0000002487				
02/04/15	2/2015-2/2016 LELR Subscriptio		101-4010-4011-8060-000	39.50
Ck. 03/04/15 187322	Total			39.50
Lee, Richard				
Inv. 2/9-13/15				
02/18/15	Reimb. PD Training Expense		101-4010-4011-8200-000	77.95
Ck. 03/04/15 187323	Total			77.95
Liebert Cassidy Whitmore				
Inv. 1/21/15				
01/08/15	Employees & Driving Training 1		101-2010-2013-8200-000	40.00
Inv. 2/18/15				
02/18/15	Webinar CalPers Disability Rct		101-2010-2013-8200-000	55.00
Ck. 03/04/15 187324	Total			95.00
Life-Assist Inc.				
Inv. 701296				
02/03/15	FD Medical Supplies		101-5010-5011-8025-000	331.59
Inv. 701884				
02/09/15	FD Medical Supplies		101-5010-5011-8025-000	257.16
Ck. 03/04/15 187325	Total			588.75
Linn & Associates				
Inv. 042.2015				
02/23/15	Planning Svcs 1/24-2/20/15		101-7010-7101-8180-000	5,625.00
Ck. 03/04/15 187326	Total			5,625.00
Lock-Up Inc.				
Inv. 9025				
01/09/15	Repairs Made to FD Apparatus D		101-5010-5011-8120-000	495.00

Ck. 03/04/15 187327	Total		495.00
M & N International			
Inv. 8369041			
02/10/15	Senior Prom 2015 Party Supplie	101-0000-0000-2700-000	(14.98)
02/10/15	Senior Prom 2015 Party Supplie	101-8030-8021-8020-000	218.42
Ck. 03/04/15 187328	Total		203.44
Martin & Chapman Co.			
Inv. 2014475			
11/20/14	2015-2016 Wall Calendars	101-1020-1021-8020-000	34.24
Ck. 03/04/15 187329	Total		34.24
Martinez, Jennie			
Inv. R56513			
02/18/15	Refund WMB Deposit 2/14/15	101-0000-0000-2920-000	500.00
Ck. 03/04/15 187330	Total		500.00
Matt Chlor Inc			
Inv. 14570			
01/08/15	Sodium Hypochlorite for Graves	500-6010-6711-8020-000	193.67
Ck. 03/04/15 187331	Total		193.67
Maxima Group LLC			
Inv. 2115			
01/14/15	710 Project Consult Svcs 1/15	101-2010-2021-8170-000	2,827.50
Ck. 03/04/15 187332	Total		2,827.50
Mike Roos & Company			
Inv. 5145N			
01/31/15	Strategic Planning & Consultin	101-2010-2021-8170-000	3,000.00
Ck. 03/04/15 187333	Total		3,000.00
Minagar & Associates, Inc.			
Inv. 677			
11/28/14	Citywide Engineering & Traffic	101-6010-6011-8170-000	17,834.00
Ck. 03/04/15 187334	Total		17,834.00
Mosconi, Gabriella			
Inv. R56517			
02/18/15	Refund Dropped Class	101-0000-0000-5270-002	120.00
Ck. 03/04/15 187335	Total		120.00
Motorola			
Inv. 13044641			
12/27/14	New PD Radios & Equipment	272-4010-4018-8520-000	5,715.01
Ck. 03/04/15 187336	Total		5,715.01
National Construction Rentals			
Inv. 4062761			
01/05/15	Temp Fence for Wilson Well #2	500-6010-6711-8020-000	29.70
Inv. 4079566			
01/28/15	Temp Fence for Wilson Well #2	500-6010-6711-8020-000	29.70
Ck. 03/04/15 187337	Total		59.40
ff, Michael			
Inv. 2/9-10/15			
02/11/15	Reimb. PD Training Expense	101-4010-4011-8200-000	16.00
Ck. 03/04/15 187338	Total		16.00

Nguyen, Quan

Inv. R56518				
02/18/15	Refund Dropped Class	101-0000-0000-5270-002		75.00
Ck. 03/04/15 187339	Total			75.00

Norman's Nursery

Inv. 519732				
01/08/15	Tree Dedication Camden Court	215-6010-6310-8181-000		316.10
Ck. 03/04/15 187340	Total			316.10

O' Reilly Automotive Inc.

Inv. 3213-333553				
02/12/15	VehicleMaint.SuppliesUnit# 312	215-6010-6201-8100-000		124.74
Ck. 03/04/15 187341	Total			124.74

OCLC Inc.

Inv. 0000371767				
01/31/15	Cataloguing Svcs	101-8010-8011-8110-000		1,460.56
Ck. 03/04/15 187342	Total			1,460.56

OnlineLabels.com

Inv. 3754153				
02/06/15	Standard White Labels	101-0000-0000-2700-000		(10.35)
02/06/15	Standard White Labels	101-8010-8011-8020-000		137.45
Ck. 03/04/15 187343	Total			127.10

Osz Technologies

Inv. 10162				
01/31/15	General Computer Support 1/1-1	101-3010-3032-8170-000		812.
Ck. 03/04/15 187344	Total			812.50

OverDrive Inc.

Inv. 182116993012815				
01/28/15	Books	101-0000-0000-2700-000		(40.70)
01/28/15	Books	101-8010-8011-8080-000		492.89
Ck. 03/04/15 187345	Total			452.19

Pacific Hydrotech Corp.

Inv. #25				
01/31/15	Wilson Reservoir Replacement I	500-9000-9265-9265-000		27,706.26
Ck. 03/04/15 187346	Total			27,706.26

Palmieri, Michael

Inv. 2/9-13/15				
02/18/15	Reimb. PD Training Expense	101-4010-4011-8200-000		40.00
Ck. 03/04/15 187347	Total			40.00

Pasadena Embroidery & Silkscre

Inv. 5760				
01/21/15	PW Supervisors & Director Jack	101-6010-6601-8132-000		80.57
01/21/15	PW Supervisors & Director Jack	215-6010-6201-8132-000		80.57
01/21/15	PW Supervisors & Director Jack	215-6010-6310-8132-000		80.57
01/21/15	PW Supervisors & Director Jack	101-6010-6601-8132-000		80.57
01/21/15	PW Supervisors & Director Jack	500-6010-6711-8132-000		80.58
01/21/15	PW Supervisors & Director Jack	500-6010-6710-8132-000		80.58
01/21/15	PW Supervisors & Director Jack	230-6010-6116-8132-000		80.58
01/21/15	PW Supervisors & Director Jack	210-6010-6501-8132-000		80
Inv. 5867				
02/03/15	Staff Jacket	101-6010-6601-8132-000		34.10
02/03/15	Staff Jacket	101-6010-6601-8132-000		35.10

Ck. 03/04/15 187348	Total		713.80
Pasadena Weekly			
Inv. 319875			
02/12/15	Ads 2/12/15	101-8010-8011-8040-000	175.00
Ck. 03/04/15 187349	Total		175.00
Personal Court Reporters Inc.			
Inv. 45746			
02/06/15	Transcribing Svcs SP CC Mtg 2/	101-7010-7101-8170-000	574.50
Ck. 03/04/15 187350	Total		574.50
Pitney Bowes-Reserve Account			
Inv. 2/20/15			
02/20/15	Reimb. Postage Meter	101-2010-2011-8010-000	2.24
02/20/15	Reimb. Postage Meter	101-2010-2013-8010-000	3.09
02/20/15	Reimb. Postage Meter	500-3010-3012-8010-000	3.29
02/20/15	Reimb. Postage Meter	101-5010-5011-8010-000	5.76
02/20/15	Reimb. Postage Meter	101-1010-1011-8010-000	7.42
02/20/15	Reimb. Postage Meter	101-6010-6011-8010-000	8.85
02/20/15	Reimb. Postage Meter	101-1020-1021-8010-000	32.41
02/20/15	Reimb. Postage Meter	101-7010-7101-8010-000	119.08
02/20/15	Reimb. Postage Meter	101-4010-4011-8010-000	238.30
02/20/15	Reimb. Postage Meter	101-3010-3011-8010-000	480.86
Ck. 03/04/15 187351	Total		901.30
Plumbing Wholesale Outlet Inc			
Inv. 520556			
02/02/15	Plumbing Supplies for Gas Line	500-6010-6710-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	500-6010-6710-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	101-6010-6410-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	210-6010-6501-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	230-6010-6116-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	101-6010-6601-8020-000	17.06
02/02/15	Plumbing Supplies for Gas Line	215-6010-6201-8020-000	17.08
Ck. 03/04/15 187352	Total		119.44
Pollardwater.com WEST			
Inv. 0006203			
01/29/15	Water Distribution Small Tools	500-6010-6710-8130-000	854.06
Ck. 03/04/15 187353	Total		854.06
Post Alarm Systems			
Inv. 758096			
02/05/15	WMB Monitoring Fee 3/15	101-8030-8031-8180-000	42.95
Ck. 03/04/15 187354	Total		42.95
Public Agency Risk Managers As			
Inv. 023080			
12/11/14	Conf. Attendance-Hilary Straus	101-2010-2013-8090-000	320.00
Inv. 109900			
12/11/14	Conf. Attendance-Mariam Lee Ko	101-2010-2013-8090-000	320.00
Ck. 03/04/15 187355	Total		640.00
Ramtech Laboratories			
Inv. 3554-C			
01/13/15	ASTM Lab Testing Svcs	310-6010-6501-8170-000	7,477.50
Ck. 03/04/15 187356	Total		7,477.50

Robb, Erin

Inv. R56512			
02/18/15	Refund Youth House Deposit 2/1	101-0000-0000-2920-000	250.00
Ck. 03/04/15 187357	Total		250.00

S.G.Basin H2O Quality Author

Inv. 0003816			
01/26/15	Basin Water Quality Maint.	500-6010-6711-8170-000	17,838.50
Ck. 03/04/15 187358	Total		17,838.50

S.P.Chamber of Commerce

Inv. 5050			
01/02/15	2015 Required Employment Law P	101-2010-2013-8050-000	209.28
Ck. 03/04/15 187359	Total		209.28

S.P.Review

Inv. 3247			
02/12/15	Public Notice-Zoning Code	101-7010-7101-8040-000	88.00
Inv. 3248			
02/12/15	Public Notice-1200 Fair Oaks	101-7010-7101-8040-000	80.00
Ck. 03/04/15 187360	Total		168.00

Salcido, Juan

Inv. 2/26-27/15			
02/19/15	Reimb. PD Training Expenses	101-4010-4011-8200-000	627.45
Ck. 03/04/15 187361	Total		627.45

SC Fuels

Inv. 0260119			
02/04/15	Fuel for City Vehicles	101-6010-6011-8100-000	144.04
02/04/15	Fuel for City Vehicles	101-7010-7101-8100-000	144.04
02/04/15	Fuel for City Vehicles	101-2010-2011-8100-000	144.04
02/04/15	Fuel for City Vehicles	101-5010-5011-8100-000	576.17
02/04/15	Fuel for City Vehicles	101-4010-4011-8100-000	6,193.77
Ck. 03/04/15 187362	Total		7,202.06

SCMAF

Inv. 2015			
02/24/15	Membership-Sheila Pautsch	101-8030-8031-8060-000	70.00
Ck. 03/04/15 187363	Total		70.00

Speers TV

Inv. 000091			
02/13/15	HDMI Cable & Pwr Extension Cor	101-8030-8021-8110-000	70.82
Ck. 03/04/15 187364	Total		70.82

Staples Business Advantage

Inv. 3245184026			
10/10/14	Recreation Office Supplies	101-8030-8032-8000-000	86.89
Inv. 3245933403			
10/18/14	Yard Office Supplies	101-6010-6011-8020-000	24.51
Inv. 3247842982			
11/05/14	Yard Office Supplies	230-6010-6116-8020-000	13.40
Inv. 3247842983			
11/05/14	Yard Office Supplies	230-6010-6116-8020-000	24.56
11/05/14	Yard Office Supplies	101-6010-6601-8020-000	24.56
11/05/14	Yard Office Supplies	500-6010-6710-8000-000	24.56
11/05/14	Yard Office Supplies	500-6010-6710-8000-000	24.56
11/05/14	Yard Office Supplies	101-6010-6410-8000-000	24.56
11/05/14	Yard Office Supplies	210-6010-6501-8020-000	24.56

11/05/14	Yard Office Supplies	215-6010-6201-8000-000	24.60
Inv. 3253974715			
01/14/15	Recreation Office Supplies	101-8030-8032-8000-000	38.62
Inv. 3254096248			
01/15/15	Recreation Office Supplies	101-8030-8031-8000-000	19.94
Inv. 3254096249			
01/15/15	Recreation Office Supplies	101-8030-8032-8000-000	10.85
Inv. 3254096250			
01/15/15	Sr.Center Office Supplies	101-8030-8021-8000-000	11.54
Inv. 3255155269			
01/27/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	68.13
Inv. 3255370669			
01/30/15	Comm. Svcs Office Supplies	205-8030-8025-8000-000	45.95
01/30/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	187.57
01/30/15	Comm. Svcs Office Supplies	101-8030-8032-8000-000	233.00
Inv. 3255814667			
01/31/15	Comm. Svcs Office Supplies	205-8030-8025-8000-000	25.79
01/31/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	25.80
01/31/15	Comm. Svcs Office Supplies	101-8030-8031-8000-000	25.80
Inv. 3255814673			
01/31/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	60.40
Inv. 3255814679			
01/31/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	11.22
Inv. 3256420543			
02/04/15	Strategic Plan,CMO,CC & PW Off	101-2010-2011-8000-000	40.18
Inv. 3256420544			
02/04/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000	127.33
02/04/15	Finance Office Supplies	101-3010-3011-8000-000	355.72
Inv. 3256557527			
02/06/15	Strategic Plan,CMO,CC & PW Off	101-1010-1011-8090-000	30.05
Inv. 3256557528			
02/06/15	Strategic Plan,CMO,CC & PW Off	101-1010-1011-8090-000	31.03
02/06/15	Strategic Plan,CMO,CC & PW Off	101-2010-2011-8000-000	77.39
02/06/15	Strategic Plan,CMO,CC & PW Off	101-6010-6011-8020-000	77.39
02/06/15	Strategic Plan,CMO,CC & PW Off	101-1020-1021-8000-000	77.39
Ck. 03/04/15 187365	Total		1,877.85
Tan, Sheryl			
Inv. R56370			
02/11/15	Refund Youth House Deposit 2/7	101-0000-0000-2920-000	250.00
Ck. 03/04/15 187366	Total		250.00
Topping, Judith			
Inv. R56511			
02/18/15	Refund Eddie Park House Deposi	101-0000-0000-2920-001	250.00
Ck. 03/04/15 187367	Total		250.00
Toro Enterprises Inc.			
Inv. RET6584			
02/13/15	Orange Grove Ave. St. Improve	101-9000-9383-9383-000	19,173.43
Ck. 03/04/15 187368	Total		19,173.43
TruGreen Landcare-West			
Inv. 7875765			
01/31/15	Monthly Landscape Svcs 1/15	215-6010-6416-8180-000	5,012.36
01/31/15	Monthly Landscape Svcs 1/15	101-6010-6410-8180-000	12,061.64
03/04/15 187369	Total		17,074.00
ULINE			
Inv. 64867554			
01/28/15	Home Delivery White,Brown & Pl	101-8030-8021-8020-000	299.96

Ck. 03/04/15 187370	Total		295
Underground Service Alert			
Inv. 120150678			
02/01/15	Underground Svc Alerts 1/15	500-6010-6710-8020-000	175.50
Ck. 03/04/15 187371	Total		175.50
Unique Mgmt Svcs Inc.			
Inv. 300433			
02/01/15	Recovering Agency Svcs 1/2015	101-8010-8011-8180-000	366.95
Ck. 03/04/15 187372	Total		366.95
Upper S.G.Mun. Water Dist.			
Inv. 2/12-14			
01/23/15	Water Supply-Kolle Ave./Monter	500-6010-6711-8231-000	388.00
Ck. 03/04/15 187373	Total		388.00
V & S Pasadena Inc. - AAMCO			
Inv. 142163			
02/17/15	Van# 74 Check Up & New Install	205-8030-8025-8100-000	424.00
Ck. 03/04/15 187374	Total		424.00
Verizon Wireless			
Inv. 9739592598			
01/26/15	City Ipad's 12/27/14-1/26/15	101-3010-3011-8150-000	38.01
01/26/15	City Ipad's 12/27/14-1/26/15	101-2010-2011-8150-000	76.02
01/26/15	City Ipad's 12/27/14-1/26/15	101-5010-5011-8150-000	152.04
Inv. 9739592599			
01/26/15	PD Air Cards 12/27/14-1/26/15	101-4010-4011-8150-000	760
Ck. 03/04/15 187375	Total		1,026.07
Viewu			
Inv. 12190			
02/18/15	PD L3 Body Worn Video Camera	272-4010-4018-8520-000	14,571.69
Ck. 03/04/15 187376	Total		14,571.69
VR Auto Repair			
Inv. 184759			
10/20/14	PD Unit# 0908 Change Tire	101-4010-4011-8100-000	25.00
Inv. 184764			
02/20/15	PD Unit# 1115 Change 2 Tires	101-4010-4011-8100-000	50.00
Ck. 03/04/15 187377	Total		75.00
Vulcan Materials Co. & Affilia			
Inv. 70660302			
01/23/15	Cold Mix	230-6010-6116-8020-000	647.68
01/23/15	Cold Mix	500-6010-6710-8020-000	647.69
Ck. 03/04/15 187378	Total		1,295.37
W.S. Darley & Company			
Inv. 17172792			
01/14/15	Ballistic Helmets	272-4010-4018-8520-000	13,085.59
Ck. 03/04/15 187379	Total		13,085.59
WAUSAU Tile Inc.			
Inv. 477335			
02/02/15	Bronze Recepticals & Bronze Be	230-6010-6116-8020-000	3,283
Ck. 03/04/15 187380	Total		3,283.

West Coast Arborists, Inc.

Inv. 102842				
01/15/15	Tree Plant Proj-Kendall,Maycre	101-9000-9181-9181-000		14,800.00
Inv. 103173				
01/31/15	TreePlantProject-Maycrest & Va	101-9000-9181-9181-000		8,460.00
Ck. 03/04/15 187381	Total			23,260.00

Whittier Fertilizer Co.

Inv. 287499				
02/05/15	Mulch to Restore Lawn Damaged	500-6010-6710-8020-000		129.80
Ck. 03/04/15 187382	Total			129.80

Y Tire Sales

Inv. 115527				
11/08/14	FD Tire Repair RA-81	101-5010-5011-8100-000		30.31
Ck. 03/04/15 187383	Total			30.31

Total 349,100.05

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ATTACHMENT 4
Payroll 02-27-15

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 02.27.15

Account Number	Account Name	03.04.15
101-0000-0000-1010-000	General Fund - Payroll cash	595,704.47
	Other Withholding Payables	\$ 364,445.34
101-0000-0000-1010-000	Net General Fund - Payroll Cash	231,259.13
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	4,417.27
207-0000-0000-1010-000	Prop C - Payroll Cash	9,841.85
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	12,321.64
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR Ca	11,117.56
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	8,603.72
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	18,336.68
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	299.30
500-0000-0000-1010-000	Water Fund - Payroll Cash	55,950.61
700-0000-0000-2210-000	Internal Revenue Service	56,079.24
700-0000-0000-2230-000	Internal Revenue Service	15,797.62
Total Checks & Direct Deposits		424,024.62
Checks		18,403.63
Direct Deposits		333,744.13
I.R.S Payments		71,876.86
		<u>424,024.62</u>
To 700		698,189.47
Other PR Payable		364,445.34
ACH Payable		<u>333,744.13</u>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 03.04.15

<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 02/22/15	ACH	227.0000.0000.1010.000	Payroll PE 02.22.15	\$ 8,603.72
Pers Health Insurance	P/R/E 02/22/15	187248	227.7200.7210.7131.000	Health Ins Mar-15	\$ 331.61

RSA Report Total \$ 8,935.33

Robert S. Joe, Agency Chair

Evelyn G. Zneimer, Agency Secretary



David Batt, Agency Treasurer

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Sheila Pautsch, Community Services Director *SP*
SUBJECT: **Approval of Co-Sponsorship Policy For City Committees and South Pasadena Nonprofits**

Recommendation

It is recommended that the City Council approve a Co-sponsorship Policy for City Committees and South Pasadena nonprofits.

Fiscal Impact

Currently, about 95% of fees are waived for City Committees and South Pasadena nonprofit for the use of City facilities, parks, equipment and staff. Currently, the City received about \$8,000 in revenue from South Pasadena nonprofit organizations. The loss of revenue is approximately \$300,000 per year attributes to staff costs, facility or field rentals, permit fees, or street closures.

Commission Review and Recommendation

This matter was reviewed by the Parks and Recreation Commission (Commission). The Commission reviewed and accepted the policy. The Commission recommends that the City Council review and approved the policy as attached.

Background

The City of South Pasadena routinely receives requests from non-profit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, as well as cultural, service club, sporting and school events.

The City has co-sponsored and waived fees for many South Pasadena nonprofit community events throughout the years. The list of nonprofit groups requesting co-sponsoring and fee waivers is increasing. This increase of events and requests has required staff time and resources. These events and requests are in addition to the daily duties staff is responsible for. Many of these events are on weekends requiring overtime paid to police officers and public works crews, which overtime adversely impacts the City budget.

Approval of a City Co-Sponsorship Policy

March 4, 2015

Page 2 of 2

Analysis

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, City staff has developed a Co-sponsorship Policy to provide more structure and guidance when fees may be waived or co-sponsorship approved.

Once approved, this policy will grandfather in the current list of organizations and committee events. Any new requests will be submitted to City Council for approval. If a current organization or committee has an amendment to their request with substantial changes, that request will come back to City Council for approval. The Community Services Director will monitor the co-sponsorship programs in conjunction with staff liaisons to committee and affected departments. The Community Services Director will work with Park and Recreation Commission to review the Policy with users on an annual basis. If it is determined that the policy is not being adhered to or staff resources are being strained, the City Manager may schedule the matter for Council input and direction.

Legal Review

The City Attorney has reviewed this policy.

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: Co-Sponsorship Policy (Exhibit A: List of Current Co-Sponsor Organizations and City Committee and Events)

City of South Pasadena / Co-Sponsorship Policy

Introduction:

The City of South Pasadena routinely receives requests from non-profit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, cultural, service club, sporting and school events.

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City has established the following policy to direct when fees may be waived or co-sponsorship approved.

Policy:

Fees may be waived or reduced when co-sponsored by the City when the City Council makes a determination that the program or event: 1) is of significant value to the community or to a significant portion of its residents, and 2) is within the scope of services normally provided by the City.

Before recommending approval, the City Council or his/her designee will also consider factors including but not limited to: benefit to the City, proposed event location and time of day, impact on the surrounding neighborhood and city staff and resources.

While individuals, organizations, agencies and private enterprises may qualify for fee waivers or co-sponsorship based on meeting this policy's criteria, the City does not guarantee all requests will be accommodated. The City Council (or his/her designee) may determine not to provide support, due to lack of adequate funds or other resources, or when the request represents a conflict of interest or is not in the best interest of the City.

Activities specifically prohibited from City co-sponsorship or waiver of fees include those that: enhance private business; are held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position; advocate or promote adult -- oriented businesses; or that solicit criminal activity. Religious organizations, companies or groups may obtain fee waivers or co-sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services. The City Council intermittently approves the City Fee Schedule. Fee waivers may be reflected in reduced revenue totals at fiscal year end.

City of South Pasadena / Co-Sponsorship Policy

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, State or Federal regulation.

Qualifications for those seeking fee waivers or co-sponsorship:

1. Must be a valid non-profit or community service organization based within the City of South Pasadena; (proof of non-profit status shall be required.)
2. All the following criteria shall be demonstrated by the applicant:
 - a. Consistent with the City's economic, social, or recreational goals.
 - b. Free and open to the public, unless otherwise authorized by the City Council (or his/her designee)
 - c. Demonstrate community pride and involvement
 - d. Not have a religious or political purpose

Co-sponsorship may include any of the following:

1. Fee waiver or reduction for
 - a. Use of a facility
 - b. Temporary Use Permit
 - c. Street Banner
 - d. Tent Permit
 - e. Encroachment Permit
 - f. Street Closure and /or traffic control plan

Procedures

The following information should be submitted by the non-profit organizations when requesting use of City streets, right-of-ways, and other City properties. The request must be made in writing, at least 60 days prior to event and must include details of the event, including, but not limited to:

1. Name and mailing address of organization making request
2. City facility, property, or street requested for use
3. Proof of non-profit status
4. Description and purpose of event
5. Time of event and time access to the site is needed
6. Proposed street closure or traffic control plan, prepared and stamped by a registered engineer (if applicable)
7. Concession information, including whether food or drink will be sold
8. List of equipment that will be brought in for the event
9. List of event sponsors and their role (if any)

City of South Pasadena / Co-Sponsorship Policy

10. A description of the benefits the non-profit will receive and the benefit the City or its residents will receive from the event
12. Detailed description of any support needed from City staff, including police, fire or public works. **(NOTE: These costs will be the responsibility of the event organizers)**
13. City equipment and supplies will not be available for use or rent unless the facility that is being used houses these items such as tables and chairs. The following will not be used or rented for outdoor use: Audio visual, Public Address System, Tables, Chairs, Canopies, or Electrical Outlets.

Alcohol:

City Ordinance allows liquor on the premises (wine, beer, whiskey, etc.) under special conditions. Obtain an ABC permit by calling the Department of Alcohol & Beverage at (626) 927-1060. See City Staff for additional info on ABC requirements. Alcohol may not be sold or served to minors. Failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting all deposits, fees and co-sponsorship. Injuries caused to any person or damage to City premises, shall be the sole responsibility of the organizations, its sponsor or the adult representative. Alcohol may not be served or sold during set-up time. Service for any alcoholic beverage must end one hour before the time stated on the contract for the event to end. Alcohol is only permitted in the rented facility (senior Center and War Memorial Building only) Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to rented facility.

The following conditions apply once fee waiver and or co-sponsorship is approved:

1. Appropriate recognition of the City of South Pasadena as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager (or his/her designee) must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization could potentially lose future co-sponsorship opportunities with the City.
2. All non-profits must complete a Facility Use Permit with the Recreation Division of Community Services Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.
3. Proof of General Liability Insurance with the City additionally insured for \$1 million per occurrence as well as a hold harmless agreement must accompany the Facility Use Permit.
4. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.
5. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage

City of South Pasadena / Co-Sponsorship Policy

occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.

6. Secure necessary additional permits, e.g., vendors need business license, from food sales need County Health Department permits, and alcohol use permits.

The attached exhibit A is a list of current co-sponsored organizations or city committees and events that have been approved in the past. If any new organizations request co-sponsorship by the City, that request will come to the City Council for approval. If an existing organization would like to amend their current request, that request will also be brought to City Council for approval.

Attached: Exhibit A – List of Current Co-sponsored Organizations or City Committees and Events

Exhibit A

Current Co-Sponsored Organizations and Events

Chamber of Commerce	Farmers Market Eclectic Music Festival Art Crawl	Every Thursday May February
American Cancer Society	Relay for Life	April
Aztlan Athletics	Greenest Fastest Mile	July
South Pasadena High School Boosters	Tiger Run Booster Bash	December September
AQMD	Clean Air Car Show and Green Living Expo	July
Chinese American Club	Moon Festival	September
Vecinos de South Pasadena	Career Fair Dia de los Muertos	September October
South Pasadena Educational Foundation	Parti Gras	May
Kiwanis	4 th of July Pancake Breakfast	July
South Pasadena Unified School District	Fun Fair	May
South Pasadena Little League	Baseball and softball fields, storage and facilities for meetings	February - December
AYSO	Soccer fields, storage and facilities for meetings	August - March
Holy Family	Field rental – flag football	August - November
The Place	Facility rental at mid-level of Orange Grove	School Year
Boy Scouts	Troop meetings at various facilities	Year Round
Girl Scouts	Troop Meetings at various facilities	Year Round
South Pasadena Beautiful	Garden Tour	April
Rotary	Taste of South Pasadena	April

Current Co-Sponsored City Committee Events

4 th of July Committee	Festival of Balloons daylong event	July
South Pasadena Tournament of Roses	Classic Car Show Float Building and Storage Crunch Time Party Spring Fling	September August – February December April
Friends of the South Pasadena Library	Multiple cultural events throughout the year	Year round

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Sheila Pautsch, Community Services Director 
SUBJECT: **Consider a One-Time Contribution of \$10,000 from the General Fund Reserve for the Festival of Balloons, Fourth of July Festivities**

Recommendation

It is recommended that the City Council consider a one-time contribution of \$10,000 from the General Fund Reserve for the 2015 Festival of Balloons, Fourth of July festivities.

Fiscal Impact

The fiscal impact will be \$10,000 from the General Fund Reserve.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The Festival of Balloons has been held in the City of South Pasadena for thirty-three years. The event again with a pancake breakfast (sponsored by Kiwanis), parade followed by games and activities at Garfield Park, poster contest, and entertainment, food and a fireworks show at the high school.

At the August 20, 2014 City Council meeting, Councilmember Cacciotti requested approval of a one-time transfer of Business Improvement Tax (BIT) funds to the Festival of Balloons, Fourth of July Committee, seconded by then Mayor Khubesrian.

At the September 17, 2014, the City Council considered allocating funds from the BIT for the Festival of Balloon, Fourth of July Committee. Additional BIT accounting information as well as the Festival of Balloons 2014 budget information was requested for consideration. A motion made by then Councilmember Mahmud and second by Councilmember Cacciotti carried unanimously to bring back the request for consideration with the additional financial information.

Provide Direction on a One-Time Contribution of \$10,000 for the Festival of Balloons
March 4, 2015
Page 2 of 2

Analysis

Over the past seven years, the Festival of Balloons Committee has received funds of \$10,000 from a private business within South Pasadena for Fourth of July festivities. The Committee has no available funds within its account to begin planning for the 2015 festivities. The entry fee to the fireworks show is \$10, which was increased by \$2 in 2012 to assist with expenses. The Festival of Balloons as a daylong event which brings the community together for a community parade followed by picnic type games at Garfield Park, and ending with a fireworks show to celebrate the Fourth of July.

Staff recommends a one-time contribution of \$10,000 from the General Fund Reserve for the Festival of Balloons Committee. The Staff Liaison to the Committee will ensure an annual budget is submitted to the City each May per their bylaws.

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: 2014 Festival of Balloon Budget

BUDGET
01/01/2014 Through 12/31/2014 Using Festival of Balloons 2014

Category Description	01/01/2014 Actual	Budget	12/31/2014 Difference
INCOME			
Shirts & Patches	0.00	0.00	0.00
Ticket Sales	0.00	34,961.00	-34,961.00
TOTAL INCOME	0.00	34,961.00	-34,961.00
EXPENSES			
COMMITTEE			
Flags	0.00	200.00	200.00
Postage	0.00	100.00	100.00
Program Printing	0.00	600.00	600.00
Sound	0.00	300.00	300.00
Stationary	0.00	100.00	100.00
Storage	0.00	700.00	700.00
TOTAL COMMITTEE	0.00	2,000.00	2,000.00
DECORATIONS			
Refreshments	0.00	475.00	475.00
Supplies	0.00	250.00	250.00
TOTAL DECORATIONS	0.00	725.00	725.00
FOOD			
Signs	0.00	100.00	100.00
Tent Rental	0.00	900.00	900.00
Toilet Rental	0.00	375.00	375.00
TOTAL FOOD	0.00	1,375.00	1,375.00
PARADE			
Banners & Signs	0.00	600.00	600.00
Entertainment	0.00	0.00	0.00
Flyers	0.00	150.00	150.00
Patches	0.00	600.00	600.00
Postage	0.00	100.00	100.00
Refreshments	0.00	111.00	111.00
T-Shirts	0.00	600.00	600.00
Trophies	0.00	775.00	775.00
TOTAL PARADE	0.00	2,936.00	2,936.00

Category Description	01/01/2014 Actual	Budget	12/31/2014 Difference
PARK	0.00	0.00	0.00
Games	0.00	100.00	100.00
TOTAL PARK	0.00	100.00	100.00
POSTERS			
Posters	0.00	600.00	600.00
Supplies	0.00	0.00	0.00
TOTAL POSTERS	0.00	600.00	600.00
PUBLICITY			
Advertising	0.00	500.00	500.00
TOTAL PUBLICITY			
STADIUM			
Cleanup	0.00	500.00	500.00
Decorations	0.00	100.00	100.00
Entertainment	0.00	1,800.00	1,800.00
Fireworks	0.00	17,965.00	17,965.00
School District	0.00	1,500.00	1,500.00
Sound	0.00	3,100.00	3,100.00
Stadium Helper	0.00	700.00	700.00
Toilet Rental	0.00	375.00	375.00
TOTAL STADIUM	0.00	25,825.00	25,825.00
TICKETS			
South Pasadena Music Department	0.00	500.00	500.00
Printing	0.00	400.00	400.00
TOTAL TICKETS	0.00	900.00	900.00
TOTAL EXPENSES	0.00	34,961.00	34,961.00
OVERALL TOTAL	0.00	0.00	0.00

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
SUBJECT: **Proposed Future Metro Sales Tax Measure Funding Allocation Scenarios**

Recommendation

It is recommended that the City Council provide direction regarding the proposed future Metro sales tax measure funding allocation scenarios.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The cities of South Pasadena and Pasadena participate in both the San Gabriel Valley and Arroyo Verdugo subregions. Both cities have traditionally received Metro funding through the San Gabriel Valley Council of Governments (SGVCOG). In addition, both cities are currently working with the SGVCOG on their Metro Mobility Matrix.

In 2008, voters approved a 30 year half-cent sales tax for the County of Los Angeles, known as Measure R, which included an Expenditure Plan that allocates funding to seven transportation categories:

1. Rail and Bus Rapid Transit Projects - 35%
2. Bus Operations - 20%
3. Carpool Lanes and Highway Improvements - 20%
4. Local City Improvements - 15%
5. Rail Operations - 5%
6. Metrolink Projects - 3%
7. Metro Rail System Improvements - 2%

Local jurisdictions receive 15 percent of all sales tax revenue for local transportation needs (the local return funds are then allocated based on per capita for each jurisdiction). In addition, the Expenditure Plan includes subregional program funding allocations for highway, bus, and transit that are based on project lists provided by the individual subregions. Despite the City's objections, SGVCOG has included the State Route 710 North "Gap Closure" project in their project list.

In 2009, Metro failed to include La Crescenta-Montrose in either subregion and failed to recognize that La Cañada Flintridge was also a member city of the SGVCOG. Consequently, Measure R funding has not been made available through the Arroyo Verdugo Steering Committee (AVSC) for the cities of Burbank, Glendale, and La Cañada Flintridge (known as the "Arroyo Verdugo Cities"). Rather, the "Arroyo Verdugo Cities" divided their allocation of Measure R program funding (\$170 million) on a per capita basis. In 2014, Metro directed a portion of that funding be apportioned to unincorporated La Crescenta-Montrose.

On February 9, 2015, the AVSC discussed the possibility of the Arroyo Verdugo Subregion not receiving any funds from the proposed future Metro sales tax measure. The AVSC requested that David Yale, Metro, provide funding scenarios to explore how the future Metro proposed sales tax measure funds would be allocated.

Analysis

The Metro Board has directed their staff to obtain feedback from the impacted cities by early March in order to provide their final recommendations in June. Metro staff provided the following four scenarios for consideration:

- 1) Arroyo Verdugo Subregion is redistributed into the San Fernando Valley and San Gabriel Valley subregions.
 - a. San Fernando Valley Subregion - Burbank, Glendale, and La Crescenta-Montrose.
 - b. San Gabriel Valley Subregion - Pasadena, South Pasadena, and La Cañada Flintridge.
- 2) Arroyo Verdugo Subregion includes only Burbank, Glendale, La Cañada Flintridge and La Crescenta-Montrose (Pasadena and South Pasadena would be included in the San Gabriel Valley Subregion).
- 3) Arroyo Verdugo Subregion includes Burbank, Glendale, Pasadena, South Pasadena and La Cañada Flintridge (La Crescenta-Montrose would be included in the San Fernando Valley Subregion).
- 4) Arroyo Verdugo Subregion includes Burbank, Glendale, Pasadena, South Pasadena, La Cañada Flintridge, and La Crescenta-Montrose.

Participation in the Arroyo Verdugo Subregion for the future Metro sales tax measure may be beneficial for the City and would not require the City to exclude itself from the SGVCOG. The City could benefit from joining the Arroyo Verdugo Subregion if Metro continues to allow the "Arroyo Verdugo Cities" to allocate funds based on per capita. Under Option 4, if all 6 cities

participate, the allocation of funding to South Pasadena would be approximately 5 percent. The per capita allocation of funds would provide for more local control, in comparison to the project lists submitted by the SGVCOG which is prioritized based on “regional needs.” However, it is currently unclear whether the other cities are interested in joining the Arroyo Verdugo Subregion, or if Metro will continue to permit the per capita allocation of funds.

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: Metro Sales Tax Measure Funding Allocation Scenarios

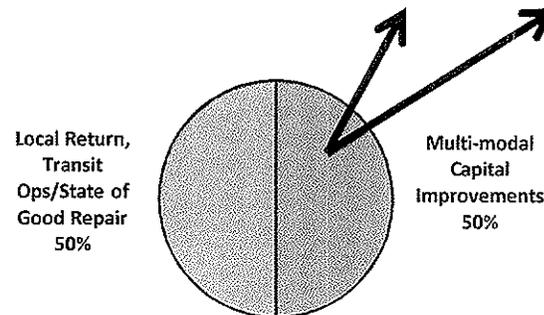
Optimal Capital Improvement Targets

Mobility Matrix Needs will Far Exceed Optimal Targets

144

Subregion	Optimal Sub-regional Share %	Pay-Go (YOE, No Bonds)		De-escalated to Current 2014 \$	
		New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)	New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)
Arroyo Verdugo	0%	\$ 0	\$ 0	\$ 0	\$ 0
Central Los Angeles	19.12%	\$ 4,332	\$ 7,062	\$ 2,062	\$ 2,750
Gateway Cities	19.84%	\$ 4,495	\$ 7,328	\$ 2,140	\$ 2,853
Las Virgenes/Malibu	1.42%	\$ 322	\$ 525	\$ 153	\$ 204
North LA County	9.40%	\$ 2,130	\$ 3,472	\$ 1,014	\$ 1,352
San Fernando Valley	18.76%	\$ 4,250	\$ 6,929	\$ 2,023	\$ 2,698
San Gabriel Valley	18.01%	\$ 4,080	\$ 6,652	\$ 1,943	\$ 2,590
South Bay Cities	10.62%	\$ 2,406	\$ 3,923	\$ 1,145	\$ 1,527
Westside	13.06%	\$ 2,959	\$ 4,824	\$ 1,409	\$ 1,878
Subregional Total	112.21%	\$ 25,421	\$ 41,448	\$ 12,103	\$ 16,137

- 1) Dollars in millions
- 2) YOE = Year of Expenditure
- 3) Santa Clarita included in North LA County
- 4) Split Arroyo Verdugo. Burbank, Glendale, and La Crescenta-Montrose included in San Fernando Valley. Pasadena, So. Pasadena, and La Canada-Flintridge included in San Gabriel Valley.



Option 1

Optimal Capital Improvement Targets

Mobility Matrix Needs will Far Exceed Optimal Targets

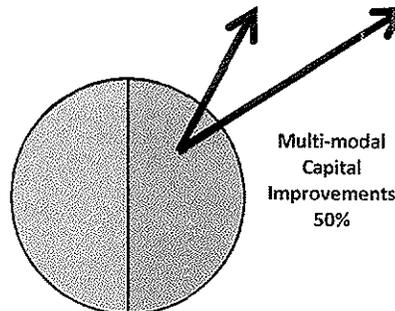
145

Subregion	Optimal Sub-regional Share %	Pay-Go (YOE, No Bonds)		De-escalated to Current 2014 \$	
		New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)	New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)
Arroyo Verdugo	4.88%	\$ 1,106	\$ 1,803	\$ 526	\$ 702
Central Los Angeles	19.12%	\$ 4,332	\$ 7,062	\$ 2,062	\$ 2,750
Gateway Cities	19.84%	\$ 4,495	\$ 7,328	\$ 2,140	\$ 2,853
Las Virgenes/Malibu	1.42%	\$ 322	\$ 525	\$ 153	\$ 204
North LA County	9.40%	\$ 2,130	\$ 3,472	\$ 1,014	\$ 1,352
San Fernando Valley	14.66%	\$ 3,321	\$ 5,415	\$ 1,581	\$ 2,108
San Gabriel Valley	17.80%	\$ 4,033	\$ 6,575	\$ 1,920	\$ 2,560
South Bay Cities	10.62%	\$ 2,406	\$ 3,923	\$ 1,145	\$ 1,527
Westside	13.06%	\$ 2,959	\$ 4,824	\$ 1,409	\$ 1,878
Subregional Total	110.80%	\$ 25,102	\$ 40,927	\$ 11,951	\$ 15,934

- 1) Dollars in millions
- 2) YOE = Year of Expenditure
- 3) Santa Clarita included in North LA County
- 4) Arroyo Verdugo includes Burbank, Glendale, La Canada-Flintridge, and La Crescenta-Montrose



Local Return, Transit Ops/State of Good Repair 50%



Multi-modal Capital Improvements 50%

Option 2

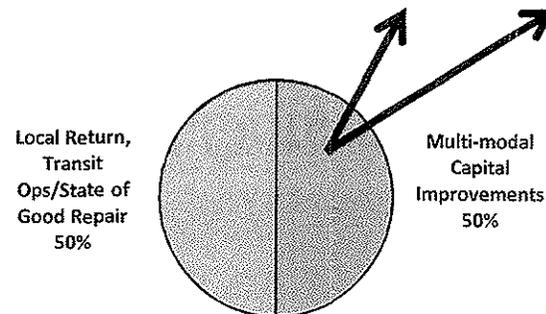
Optimal Capital Improvement Targets

Mobility Matrix Needs will Far Exceed Optimal Targets

146

Subregion	Optimal Sub-regional Share %	Pay-Go (YOE, No Bonds)		De-escalated to Current 2014 \$	
		New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)	New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)
Arroyo Verdugo	7.73%	\$ 1,751	\$ 2,855	\$ 834	\$ 1,112
Central Los Angeles	19.12%	\$ 4,332	\$ 7,062	\$ 2,062	\$ 2,750
Gateway Cities	19.84%	\$ 4,495	\$ 7,328	\$ 2,140	\$ 2,853
Las Virgenes/Malibu	1.42%	\$ 322	\$ 525	\$ 153	\$ 204
North LA County	9.40%	\$ 2,130	\$ 3,472	\$ 1,014	\$ 1,352
San Fernando Valley	14.85%	\$ 3,364	\$ 5,485	\$ 1,602	\$ 2,136
San Gabriel Valley	16.17%	\$ 3,663	\$ 5,973	\$ 1,744	\$ 2,325
South Bay Cities	10.62%	\$ 2,406	\$ 3,923	\$ 1,145	\$ 1,527
Westside	13.06%	\$ 2,959	\$ 4,824	\$ 1,409	\$ 1,878
Subregional Total	112.21%	\$ 25,421	\$ 41,448	\$ 12,103	\$ 16,137

- 1) Dollars in millions
- 2) YOE = Year of Expenditure
- 3) Santa Clarita included in North LA County
- 4) Arroyo Verdugo includes Burbank, Glendale, Pasadena, So. Pasadena and La Canada-Flintridge, but excludes La Crescenta-Montrose



Option 3

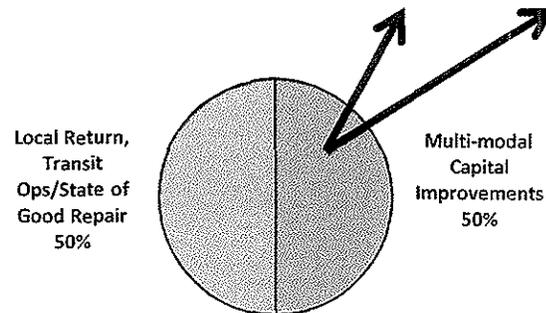
Optimal Capital Improvement Targets

Mobility Matrix Needs will Far Exceed Optimal Targets

Subregion	Optimal Sub-regional Share %	Pay-Go (YOE, No Bonds)		De-escalated to Current 2014 \$	
		New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)	New 1/2 Cent 30 Years (FY 18-47)	New 1/2 Cent 40 Years (FY 18-57)
Arroyo Verdugo	7.82%	\$ 1,772	\$ 2,889	\$ 843	\$ 1,125
Central Los Angeles	19.12%	\$ 4,332	\$ 7,062	\$ 2,062	\$ 2,750
Gateway Cities	19.84%	\$ 4,495	\$ 7,328	\$ 2,140	\$ 2,853
Las Virgenes/Malibu	1.42%	\$ 322	\$ 525	\$ 153	\$ 204
North LA County	9.40%	\$ 2,130	\$ 3,472	\$ 1,014	\$ 1,352
San Fernando Valley	14.66%	\$ 3,321	\$ 5,415	\$ 1,581	\$ 2,108
San Gabriel Valley	16.17%	\$ 3,663	\$ 5,973	\$ 1,744	\$ 2,325
South Bay Cities	10.62%	\$ 2,406	\$ 3,923	\$ 1,145	\$ 1,527
Westside	13.06%	\$ 2,959	\$ 4,824	\$ 1,409	\$ 1,878
Subregional Total	112.11%	\$ 25,399	\$ 41,411	\$ 12,092	\$ 16,123

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- 1) Dollars in millions
- 2) YOE = Year of Expenditure
- 3) Santa Clarita included in North LA County
- 4) Arroyo Verdugo includes Burbank, Glendale, Pasadena, So. Pasadena and La Canada-Flintridge, and La Crescenta-Montrose



Option 4

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Hilary Straus, Assistant City Manager
Debby Figoni, Senior Management Analyst *DF*
SUBJECT: **Direction Regarding Amending the City's Parkway Ordinance to Permit Synthetic Turf in 30% of Parkways**

Recommendation

It is recommended that the City Council provide direction regarding whether or not to permit synthetic turf in up to 30% of a parkway.

Fiscal Impact

None.

Commission Review and Recommendation

This issue was reviewed by the Natural Resources and Environmental Commission (NREC), Public Works Commission, Cultural Heritage Commission, Planning Commission and Design Review Board.

The following Commissions support the amendment to the existing Parkway Ordinance to permit up to 30% of parkways to include synthetic turf: Design Review Board, NREC, Planning and Public Works Commissions. The Cultural Heritage Commission voted unanimously against permitting synthetic turf in the parkways.

Background

City regulations regarding parkway improvements were originally adopted in 1983. Due to vague and insufficient details, an updated ordinance was adopted by City Council on August 20, 2014, which provided specifics on street trees, landscaping with water wise plants, minimum plant heights, access through parkways, and allowance of 30% nonliving material (Ordinance No. 2272).

The only item that was not approved by City Council was allowing synthetic turf as part of the 30% nonliving material. On April 9, 2014, the City Council requested that this issue be brought to the Cultural Heritage Commission, Design Review Board, Planning Commission and Public Works Commission for additional consideration and policy recommendations.

Analysis

The NREC continues to support the use of synthetic turf in the parkways. In the initial Parkway Ordinance, NREC supported synthetic turf with conditions "a" through "g" below. Once receiving feedback from the various commissions, item "h" was added:

The initial Parkway Ordinance that Council considered on April 9, 2014, the NREC continues to support the use of synthetic turf in the parkways with the following conditions:

- a. The adjoining property owner must obtain a permit from the planning and building department authorizing installation of artificial turf in accordance with these provisions.
- b. Installation of the artificial turf must be performed by a professional installer and in accordance with manufacturer requirements.
- c. The artificial turf material must not exceed a 50 parts per million (ppm) lead limit and must have a minimum pile height of 1.5 inches and a minimum unfilled face weight of 42 ounces per square yard of turf.
- d. The artificial turf used must have a minimum 8-year "no fade" warranty from the manufacturer.
- e. The artificial turf must be certified or otherwise demonstrated as meeting a 5 inch per hour drain rate.
- f. The artificial turf must be maintained to effectively simulate the appearance of a well-manicured lawn and be free of animal refuse, stains, weeds, debris, tears, holes and impressions. Any damaged or worn artificial turf areas must be removed and replaced with like materials, which must blend with the existing artificial turf for a seamless appearance.
- g. The adjoining property owner must provide irrigation for street trees and a minimum turf setback of 24 inches or four times (4x) the trunk diameter, whichever is greater, measured radially from the outer ground level surface of the tree trunk.
- h. Installation must be done with a surface-leveling agent of sand or rock material, crumb rubber fill is prohibited.

Presentations to Commissions

All four of the Commissions were given a sheet created by staff listing the "Pros and Cons" of synthetic turf and a PowerPoint presentation detailing the history and facts of considering the allowance of synthetic turf in 30% of a parkway. The Commissions were also informed that if synthetic turf were to be allowed, there would be requirements including obtaining a permit, professional installation, minimum lead requirements, no fade warranty, good drainage, maintenance, and tree setback requirements (items "a" through "g" above).

Public Works Commission - August 13, 2014 (First Visit)

The Commissioners raised concerns regarding synthetic turf, including aesthetics, durability, length of warranty, heat and toxic emissions, and the lack of City resources needed to administer the proposed regulations for the installation and maintenance of this product. The Commissioners stated a preference to using mulch rather than synthetic turf in the parkway. Before coming to a vote, the Commissioners requested feedback from other Commissions as well as pictures or samples of

Direction Regarding Amending the City's Parkway Ordinance to Permit Synthetic Turf in 30% of Parkways
March 4, 2015
Page 3 of 4

synthetic turf, pictures of installations, repair details and comparison of mulching the parkway instead of artificial turf.

Public Works Commission – January 14, 2015 (Second/Final Visit)

The Commissioners had concerns with synthetic turf, including aesthetics and permeability, and suggested a pilot period to see how the synthetic turf would perform in the field. The Commission recommended allowing it with the following stipulations: 1) owners must use a surface-leveling agent of sand or a rock material, prohibiting crumb fill; 2) foam backing will be prohibited; 3) installation will adhere to the minimum distance from existing trees (minimum of 24 inches or 4-times the trunk diameter, whichever is greater); 4) there should be a sunset provision for five years; and 5) an appropriate permit fee should be charged in association with the installation.

The commission voted 3 aye's and 1 no to permit synthetic turf in up to 30% of the parkways with the stipulations above.

Cultural Heritage Commission - August 21, 2014.

South Pasadena resident Odom Stamps spoke in opposition of synthetic turf because of several problems, including the loss of life in the soil and its appearance around historic homes. The Commissioners also raised several concerns, including synthetic turf adding to the urban heat island effect, the extreme heat issues with the artificial turf at the high school, the degraded appearance years after installation, and hidden costs, such as the material ending up in the landfill. The Commission believes the material shifts the character of a historic neighborhood in an inappropriate way, and stated there are more natural alternatives to green lawns that are attractive and use less water. Finally, the artificial material conflicts with the "natural surroundings" concept of the Craftsman style architecture in South Pasadena.

The commission voted unanimously (5-0) to not permit synthetic turf in up to 30% of the parkways with the stipulations above.

Planning Commission - August 25, 2014

It was suggested to create a list of pre-approved synthetic turf vendors, as long as the list would be amendable and supported with conditions and that water wise plants also be included in the list. It was stated that "we are the city of trees and not the city of plastic". It was suggested that in lieu of synthetic turf, the combination of water wise plants, hardscape and patches of grass would work best and benefit the environment by cleaning our air, inviting beneficial insects and other environmental benefits. It was suggested the Commission revisit this item in six months. It was noted that the Commission is not unanimously in favor of artificial turf and they are aware of the potential negative impacts, but for the purpose of conserving water, the selection of synthetic turf may override concerns, as long as there is a pre-approved list that is amendable.

The commission voted 3 aye's and 1 no to permit synthetic turf in up to 30% of the parkways.

Direction Regarding Amending the City's Parkway Ordinance to Permit Synthetic Turf in 30% of Parkways

March 4, 2015

Page 4 of 4

Design Review Board – September 4, 2014

The Commission had concerns about synthetic turf including aesthetics, toxicity and sealing off the soil with a non-organic substance. However, the Commissioners did not want to be dogmatic about restricting residents.

The commission voted 4 aye's and 0 no's to permit synthetic turf in up to 30% of the parkways.

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: Existing Parkway Ordinance No. 2272

ORDINANCE NO. 2272

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING ARTICLE V (PARKWAY IMPROVEMENTS,
OBSTRUCITIONS AND TEMPORARY DRIVEWAYS OF
CHAPTER 31 (STREETS AND SIDEWALKS) OF THE SOUTH
PASADENA MUNICIPAL CODE WITH THE REPEAL OF
SECTION 31.48 (PARKWAY IMPROVEMENTS) AND THE
ADDITION OF A NEW SECTION 31.48 (LANDSCAPING
STANDARDS – PARKWAY IMPROVEMENTS) TO REQUIRE
PRIVATE PROPERTY OWNERS TO MAINTAIN PARKWAY
IMPROVEMENTS AND TO SET STANDARDS FOR
SAID IMPOVEMENTS**

WHEREAS, the City of South Pasadena’s (City) residential parkways have historically been planted with grass; however, numerous alterations to the plantings in City parkways have been made without City approval, which has created issues with sustainability, access, visibility, potential hazards and nuisances; and

WHEREAS, the City Council desires to establish more detailed parkway standards to promote water conservation, access to public rights-of-way, visibility of traffic and traffic signs and signals, and elimination of potential hazards and nuisances; and

WHEREAS, the City Council desires to amend the South Pasadena Municipal Code (SPMC) Section 31.48 to accomplish the above, as well as to make other clarifying changes to the existing parkway standards.

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

SECTION 1. This Ordinance is exempt from review under the California Environmental Quality Act (CEQA). According to the CEQA Guidelines certain decisions are exempt from further environmental review. Section 15307 (Class 7) exempts actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this ordinance will result in the protection of water resources, and will not result in cumulative adverse environmental impacts or any other potentially significant impact described in CEQA Guidelines.

SECTION 2. SPMC Section 31.48 (Parkway Improvements) of Article V (Parkway Improvements, Obstructions and Temporary Driveways) of Chapter 31 (Streets and Sidewalks) is hereby repealed in its entirety.

SECTION 3. That Article V (Parkway Improvements, Obstructions and Temporary Driveways) of Chapter 31 (Streets and Sidewalks) of the SPMC is hereby amended with the addition of a new SPMC Section 31.48 (Landscaping Standards – Parkway Improvements) as follows:

31.48 Landscaping Standards - Parkway Improvements

(a) **Responsibility.** Pursuant to the requirements of this Chapter, the owner of private property adjoining the area between the curb and the sidewalk known as the “parkway” shall be responsible to plant, install and maintain landscaping in the parkway for the entire frontage of the adjoining property in accordance with the following provisions.

(b) **Street Trees.**

- (1) **Provision of Trees.** Whenever a new dwelling unit is added to the adjoining property or new development requiring site plan review is approved, one (1) street tree, of not less than twenty-four-inch (24") box size, shall be provided at the owner's cost for each twenty-five feet (25') of property line length unless trees in such number already exist. Such street tree[s] shall be of a species approved by the department of public works. Irrigation methods to be provided to, and approved by, the department of public works.
- (2) **Exceptions.** Street trees shall be appropriately spaced from driveways, light standards, intersections, utility poles, utility meter boxes and the street. Alternatively, a fee shall be paid for planting street trees in other offsite locations that do comply with these standards. Such fee shall be paid to the department of public works, and shall be based on the actual cost to the department of public works to obtain and plant a tree.
- (3) **Maintenance.** The city is responsible for planting, trimming and removal of parkway trees. However, the adjoining property owner is required to provide sufficient moisture for the tree to maintain it in healthy condition. The adjoining property owner shall avoid over-saturation of the tree which could threaten its health.
- (4) **Removal.** No street tree shall be removed unless pursuant to and in compliance with Chapter 34.

(c) **Parkway Landscaping.**

- (1) **Provision of Landscaping.** The area between the sidewalk and the curb shall be landscaped with live plant and non-living material and maintained in a neat and healthy condition.
- (2) **Live Planting Material.** Street trees, groundcover of not more than eight inches (8") in height and accent plantings or shrubbery that are not more than thirty-six inches (36") in height from the adjoining sidewalk surface are the

only live plant materials allowed in the parkway. Height specifications for corner lots may be lower and will be reviewed on a case by case basis. Only plants that are classified as having low or moderate water needs are permitted. Such plants are identified on the website of the California Department of Water Resources under "Water Use Classifications of Landscape Species" or WUCOLS, revision year 2000 or later, or on a list available from the department of public works. Automatic irrigation systems, if installed, shall be maintained so as to conserve water, and shall not cause water to run onto the sidewalk or street or to pond within the parkway.

(3) **Nonliving Material.** Permeable groundcovers that accept foot traffic, such as decomposed granite, rock, organic mulches, and individual paving units set on a stable permeable base are the only nonliving materials allowed in the parkway. This nonliving material may cover up to 30% of the total parkway area adhering to SPMC 36.300.030 Setback Measurement and Exceptions, E 3 c : . Due to dust control considerations, bare dirt is not a permitted non-living material.

(4) **Decorative Elements.** Decorative stone, wood or other elements are allowed in the parkway, and shall not project more than eighteen inches (18") above the adjoining sidewalk surface.

(5) **Exceptions.** The paving of the parkway shall be prohibited, except as follows:

(i.) Parkways subject to major uses for commercial or retail purposes, or abutting a major arterial or regional corridor street as designated in the circulation and accessibility element of the General Plan, may be paved for the full depth of the curb to property line area as determined by the department of public works.

(ii.) The paving of the parkway is installed by a public utility, the city of South Pasadena or another governmental agency for a public purpose;

(iii.) A paved parkway was approved with the subdivision map for the property; or

(iv.) A standards variance is approved.

(6) **Approval of Concrete Paving.** If an exception is allowed, the parkway may be paved according to the requirements provided by the department of public works. Prior to paving the parkway, the adjoining property owner must obtain a street improvement permit from the director of public works with the approval of the director of planning and building.

(d) **Parkway Maintenance and Access.**

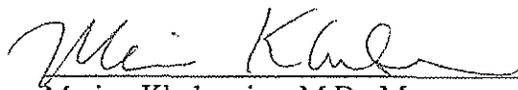
(1) **Maintenance of Landscaping.** The owner of private property adjoining the parkway shall be responsible for planting and maintaining parkway landscaping free and clear of refuse, weeds, hazardous materials and plants

bearing thorns, stickers or other potentially injurious parts. Plants, mulches, and inorganic groundcover materials shall not be allowed to overgrow or spill over the edge of the sidewalk or curb nor shall plantings be allowed to attach to or to ascend the trunk of any tree.

- (2) **Maintenance of Traffic Lines of Sight.** For purposes of pedestrian and vehicular safety, all parkway landscaping shall be maintained so as not to interfere with necessary vehicular or pedestrian traffic lines of sight, including views of traffic signage and signals and clear views of vehicles within the roadbed or exiting driveways. Such standards, which include limitations on taller landscape elements within street intersection areas, shall be determined by the director of public works.
- (3) **Access Through Parkways.**
- (i). In order to maintain access between the sidewalk and legally parked cars next to the curb, a minimum eighteen-inch-wide (18") walkable convenience strip shall be required adjacent and parallel to the back of the curb along the entire length of the improved parkway to allow ingress and egress for occupants of vehicles parked along the curb. The curb surface may be included in computing the 18" clearance. Additional space may be required as needed at public transit stops at the direction of the department of public works.
- (ii). In order to prevent obstructions to public access across parkways, continuous hedge-like plantings shall be prohibited. Single specimen shrubs or groupings of elevated landscape materials, including accent plantings or shrubbery of more than thirty-six inches (36") in height, decorative rock and other elements, shall not extend more than fifteen continuous feet (15') along a parkway as measured parallel to the curb. To allow ingress and egress for occupants of vehicles parked along the curb, a walkable path between the shrub groupings or elevated landscape material must be provided every fifteen feet (15') and be at least thirty-six inches (36") wide as measured parallel to the curb.
- (iii). The berming of earth or other landscape materials of more than twelve inches (12") in height above the sidewalk at its highest point, or the creation of a bioswale or depression of more than twelve inches (12") in depth at its lowest point, shall be prohibited. Any berm or bioswale wall slope shall be designed at not more than a 3:1 rise/run ratio.
- (iv). Fencing of any kind shall be prohibited in parkways, except for edging of not more than six inches (6") in height intended to contain groundcover material.
- (4) **Limitation of Liability.** The city of South Pasadena shall not be responsible for any loss or damage to such landscaping or paving materials in the parkway associated with street, curb or sidewalk repairs or any other municipal repair or maintenance function.

SECTION 4. 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.

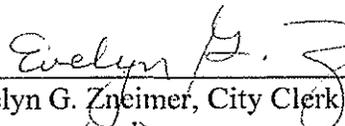
PASSED, APPROVED, AND ADOPTED this 20th day of August, 2014.



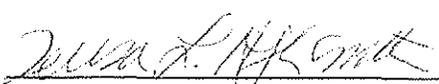
Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:



Evelyn G. Zneimer, City Clerk
(seal)



Teresa L. Highsmith, City Attorney

Date: 8/20/2014

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 20th day of August, 2014.

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

NOES: None

ABSENT: None

ABSTAINED: None



Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena/ Redevelopment Successor Agency Agenda Report

*Robert S. Joe, Mayor/Agency Chair
Diana Mahmud, Mayor Pro Tem/Agency Vice Chair
Michael A. Cacciotti, Council/Agency Member
Marina Khubesrian, M.D., 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: March 4, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: David Batt, Finance Director *DB*
Pearl Lieu, Assistant Finance Director
SUBJECT: **Receive and File the Mid-Year Financial Report for Fiscal Year 2014/15 (FY 2014/15)**

Recommendation

It is recommended that the City Council and the Successor Agency to the Community Redevelopment Agency receive and file the Mid-Year FY 2014/15 financial report.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Mid-year is an essential time to update the Council on how actual revenues and expenditures are comparing to budgeted estimates half-way through the fiscal year, and recommend adjustments as necessary due to changing factors since the budget was adopted. The financial information provided represents a snapshot of the City's revenue and expenditure activity from July 1, 2014, through December 31, 2014.

Analysis

The General Fund began the Fiscal Year 2014/15 with a healthy undesignated fund balance of \$10.3 million, or approximately 43.4% of expenditures. The City is on track to end FY 2014/15 with \$7.2 million in undesignated fund balance, or 30.2% of expenditures, after moving funds to reserved fund balances for FY 2014/15. As we move forward with the FY 2015/16 budget process, one of the tasks will be to reevaluate the reserve policy to assure the City's long term fiscal stability. The City has shown increasing revenues over the last several years as the region recovers from the 2008 recession. Property taxes are the City's largest tax source and make up approximately half of the General Fund revenues. The Utility Users Tax (UUT) is the second largest revenue source for the General Fund. Overall, South Pasadena continues to remain in satisfactory financial condition thanks to a relatively diverse and stable revenue base. However, the City also faces increased labor costs due to the Federal Affordable Care Act, which has significantly changed the way we operate. Approximately 62.4% of General Fund expenses are

wages and benefits.

Figure 1 - General Fund History

	Actual	Actual	Budget	Mid-Year	Mid-Year
General Fund Revenues	2012/13	2013/14	2014/15	2014/15	Percent
Property Taxes	11,074,604	11,462,586	11,915,770	3,961,700	33.2%
Sales Taxes	1,956,425	2,350,781	2,277,240	616,409	27.1%
Utility Users Taxes	3,562,216	3,486,776	3,719,000	1,562,340	42.0%
Franchise Fees	810,642	804,995	763,100	240,805	31.6%
License & Permits	951,259	935,626	987,520	489,138	49.5%
Fines & Forfeitures	523,629	412,748	530,000	154,005	29.1%
Use of Money & Property	456,581	483,839	386,070	243,377	63.0%
Other Agencies	29,238	9,572	30,000	9,578	31.9%
Current Services	2,207,444	2,627,418	2,273,300	1,337,300	58.8%
All Other Revenues	1,506,078	1,771,425	1,242,778	533,253	42.9%
Total GF Revenues	23,078,116	24,345,766	24,124,778	9,147,905	37.9%
	Actual	Actual	Budget	Mid-Year	Mid-Year
General Fund Expenses	2012/13	2013/14	2014/15	2014/15	Percent
Wages & Benefits	14,192,162	14,176,090	14,831,712	7,189,579	48.5%
Operations & Maintenance	6,502,646	5,155,142	5,498,699	2,453,499	44.6%
Capital Outlay	143,112	188,551	13,600	36,765	270.3%
Other Expenses	-	-	-	-	-
Capital Projects	942,192	2,841,546	2,855,000	727,388	25.5%
Transfer Out	984,062	406,598	582,497	115,000	19.7%
Total GF Expenses	22,764,174	22,767,927	23,781,508	10,522,231	44.2%

General Fund Revenues

The chart above of General Fund revenues by category offers an overview of collection patterns. Revenue projections are prepared using a conservative methodology based primarily on historical trends and adjustments for known or anticipated factors affecting the City's General Fund revenues. FY 2014/15 year-end revenues are not expected to differ significantly from budgeted estimates. As we emerge from the recession, the housing market has recovered, with assessed valuation increases of 5.47% realized in FY 2014. The \$11.9 million in projected property tax revenues make up 49.4% of total General Fund revenues.

One of the strongest indicators of the recovering economy is the rebound in sales taxes, not only in the City but throughout the State of California, with receipts moving back to pre-recession levels. The most recent quarterly adjusted sales tax receipts for South Pasadena were 3.6% higher than the same quarter one year ago. Los Angeles County increased by 5.3% within the same timeframe. Gasoline service stations, restaurants and supermarkets make up the majority of the top 15 businesses in the City.

Due to generally higher electricity, gas, water and other utility costs, plus the increased usage of cellular telephone plans, we may expect slightly higher UUT revenues over the prior year. The \$3.7 million in UUT revenues make up 15.4% of total General Fund revenues.

Figure 2 - General Fund Expenditure by Department

Department/Program Exp	Actual 2011/12	Actual 2012/13	Actual 2013/14	Budget 2014/15	Mid-Year 2014/15	Mid-Year Percent
City Council	50,334	43,375	48,059	61,103	19,078	31.2%
City Clerk						
City Clerk	330,306	283,674	337,626	374,590	151,190	40.4%
Elections	76,053	311	49,215	750	300	40.0%
City Manager						
City Manager	835,974	878,794	851,169	930,330	392,198	42.2%
Personnel	120,873	287,113	289,468	221,275	121,251	54.8%
Transportation Planning	90,079	110,202	71,322	187,800	49,420	26.3%
Legal Services	254,903	314,304	421,647	255,000	139,337	54.6%
Information Systems	-	-	215,122	300,100	125,605	41.9%
Finance						
Finance	421,569	384,312	519,086	538,039	281,727	52.4%
Information System	205,970	262,354	-	-	-	-
City Treasurer	5,157	9,201	9,229	9,348	3,877	41.5%
Non-Dept./Overhead	1,438,924	2,765,420	1,214,766	1,001,397	570,439	57.0%
Police	6,994,274	6,963,840	6,891,990	7,004,881	3,391,763	48.4%
Fire	4,060,817	3,894,732	3,694,504	4,055,747	2,074,850	51.2%
Public Works						
Environmental Services	115,049	75,613	121,011	237,173	58,915	24.8%
Administration & Engineering	347,269	260,747	275,718	514,958	175,071	34.0%
Park Maintenance	406,466	390,490	416,123	455,091	150,791	33.1%
Facilities Maintenance	591,314	626,285	675,147	623,554	299,886	48.1%
Planning & Building	955,651	898,710	911,870	948,210	382,164	40.3%
Library	1,539,702	1,436,922	1,498,617	1,537,832	742,224	48.3%
Community Services						
Senior Services	238,123	249,370	282,651	277,305	123,824	44.7%
Community Services	200,565	195,175	213,437	272,326	115,916	42.6%
Recreation and Youth Services	482,223	506,976	512,005	537,202	310,018	57.7%
Capital Projects	1,379,334	942,192	2,841,547	2,855,000	727,387	25.5%
Misc/Transfers Out	-	984,062	406,598	582,497	115,000	19.7%
Total GF Expenses	21,140,929	22,764,174	22,767,927	23,781,508	10,522,231	44.2%

General Fund Expenditures

At mid-year, General Fund expenditures are approximately 44.2% of the current budget. Operating expenses, which excludes capital projects and transfers out, are at 40.7%. Departments

continue to do a good job managing wages and benefit expenses, which are at 48.5% of budget.

Figure 3 – Citywide Legal Expenses

Department/Program Exp	Actual 2011/12	Actual 2012/13	Actual 2013/14	Budget 2014/15	Mid-Year 2014/15	Mid-Year Percent
<u>101-2013-8160 (Personnel)</u>						
City Attorney (Jones Mayer)	304	-	-	-	-	
Liebert Cassidy Whitmore	63,447	224,589	215,569	-	75,799	
Goldman, Magdalin & Krikes LLP	-	-	-	-	1,712	
Colantuono, Highsmith & Whatley	-	-	-	-	7,732	
Norman A. Traub Assoc	22,459	-	-	-	-	
Total Personnel	86,210	224,589	215,569	150,000	85,243	56.8%
<u>101-2021-8160 (Transportation Management)</u>						
City Attorney (Jones Mayer)	5,181	-	812	-	626	
Burke, Williams & S	436	308	532	-	1,440	
Chatten-Brown & Carsten	4,574	6,397	2,311	-	130	
Colantuono, Highsmith & Whatley	-	-	-	-	1,714	
Nelson Nygaard Consulting Assoc.	-	-	-	-	3,393	
Rossmann and Moore, LLP	23,295	37,371	30,693	-	21,894	
Total Transportation Management	33,486	44,076	34,348	80,000	29,197	36.5%
<u>101-2501-8160 (City Attorney)</u>						
City Attorney (Jones Mayer)	241,691	311,832	387,732	-	38,598	
City Prosecutor (Joan Jenkins)	13,048	-	-	-	-	
Burke, Williams & S	-	-	-	-	991	
Colantuono, Highsmith & Whatley	-	-	-	-	48,543	
Richards, Watson, & Gershon	-	-	33,915	-	48,205	
Miscellaneous	165	972	-	-	3,000	
Total City Attorney	254,903	312,804	421,647	255,000	139,337	54.6%
<u>210-6501-8160 (Sewer Fund)</u>						
Richards, Watson & Gershon	5,424	-	-	-	-	
Total Sewer Fund	5,424	-	-	5,000	-	-
<u>227-7210-8160 (Successor Agency)</u>						
City Attorney (Jones Mayer)	2,816	78,929	10,098	-	1,129	
Burke, Williams & S	-	-	-	-	822	
Colantuono, Highsmith & Whatley	-	-	-	-	115	
Kane, Ballmer, & Ber	101	-	-	-	-	
Miscellaneous	2,068	-	-	-	-	
Total Successor Agency	4,984	78,929	10,098	10,000	2,066	20.7%
CITYWIDE TOTAL	\$ 385,006	\$ 660,399	\$ 681,662	\$ 500,000	\$ 255,843	51.2%

Actual legal expenses at mid-year are at 51.2% of the \$500,000 budgeted, and are not expected to decline as the City continues efforts to contest the freeway extension, a few ongoing legal matters, and works to update personnel rules and regulations.

Legal Review

The City Attorney has not been asked to review 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*.

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