



**CITY COUNCIL CLOSED SESSION  
SPECIAL MEETING AGENDA**

**South Pasadena City Council  
City Manager's Conference Room, Second Floor, 1414 Mission Street  
Wednesday, April 22, 2015, at 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  
Sally Kilby, Interim 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.*

| <b>Closed Session Agenda</b> | <b>Description</b>   |
|------------------------------|--|
| 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)<br><br>CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION<br>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.*

4/16/15  
Date

Sally Kilby  
Sally Kilby, Interim Chief Deputy City Clerk

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**JOINT CITY COUNCIL /  
REDEVELOPMENT SUCCESSOR AGENCY /  
PUBLIC FINANCING AUTHORITY  
SPECIAL MEETING AGENDA**

**Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street  
Wednesday, April 22, 2015, at 7:30 p.m.**

**City Council**

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

Councilmembers / Agency Members / Authority Members  
Michael A. Cacciotti; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director / Authority Executive Director  
Evelyn G. Zneimer, City Clerk / Agency Secretary / Authority Secretary  
Sally Kilby, Interim Chief Deputy City Clerk / Interim Chief Deputy Agency Secretary /  
Interim Chief Deputy Authority Secretary  
Teresa L. Highsmith, City Attorney / Agency Counsel / Authority 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 Joe)

Pledge of Allegiance

*\*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 David Margrave, former South Pasadena Councilmember, for a longstanding commitment to the South Pasadena community
3. Presentation of a Proclamation declaring April 22, 2015, as "Earth Day" in the City of South Pasadena
4. Presentation of a Proclamation declaring May 3-9, 2015, as "Be Kind to Animals Week" in the City of South Pasadena
5. Presentation of a Proclamation declaring April 2015, as "DMV/Donate Life California Month" in the City of South Pasadena

6. Councilmembers' comments (3 minutes each)
7. City Manager communications
8. 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**

9. Approval of the minutes of the Special City Council Meeting of April 8, 2015
10. Cooperative Agreement with the County of Los Angeles for the Maintenance of the Columbia Street Bridge
11. Award of Contract to Dudek for Engineering Design Services for the Sewer Rehabilitation and Replacement Project Phase 2
12. Discretionary Fund Request from Mayor Joe in the amount of \$1,000 for the purpose of Host Town Activities for the Special Olympics World Games 2015
13. Discretionary Fund Request from Mayor Pro Tem Mahmud in the amount of \$1,000 for the purpose of the Community Garden
14. Comment Letter on behalf of the City Council to California Air Resources Board regarding the Draft Sustainable Freight Discussion
15. Comment Letter on behalf of the City Council to Caltrans regarding the State Route 710 Public Comment Period and Cost Benefit Analysis
16. Authorize a Letter of Support for Assembly Bill 347 regarding the Los Angeles County City Selection Committee Proxy Process

#### *City Council/Redevelopment Successor Agency/ Public Financing Authority*

17. Approval of Prepaid Warrants in the amount of \$735,073.68, General City Warrants in the amount of \$1,453,394.76, and Payroll in the amount of \$461,778.15
18. Monthly Investment Reports for February 2015

#### **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**

- 19. Review of legal inadequacies of Proposed TeaPAC Initiative to Repeal Utility Users Tax (UUT) and provide direction regarding placing the Initiative on an upcoming ballot
- 20. Adoption of a Resolution declaring a Stage 2: Serious Water Supply Shortage, as detailed in Chapter 35 (Water) of the South Pasadena Municipal Code
- 21. Authorize City to withdraw from the Los Angeles Regional Interoperable Communications System Joint Powers Authority
- 22. Authorize a Letter in Opposition to Senate Bill 608, The Right to Rest Act

**Adjournment**

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

|                           |   |                        |           |
|---------------------------|---|------------------------|-----------|
| Wednesday, April 29, 2015 | Special Budget Meeting                                    | Council Chambers       | 6:00 p.m. |
| Wednesday, May 6, 2015    | Regular City Council Meeting                              | Council Chambers       | 7:30 p.m. |
| Wednesday, May 13, 2015   | Special City Council Meeting/<br>Community Forum – SR-710 | So. Pas. Middle School | 6:30 p.m. |
| Wednesday, May 20, 2015   | Regular City Council Meeting                              | Council Chambers       | 7:30 p.m. |

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**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](http://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](http://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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4/16/15

Date

*Sally Kilby*  
Sally Kilby, Interim Chief Deputy City Clerk

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THE CITY OF SOUTH PASADENA EXPRESSES

# APPRECIATION



**David Margrave**

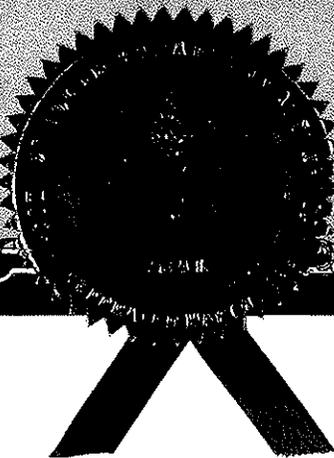
Former City Councilmember and Community Volunteer

In appreciation of a longstanding and loyal commitment to public service; from serving on the South Pasadena City Council and countless commissions, to vigorously representing the residents, and for such invaluable selfless efforts as contributing to the construction of the Youth House and the Children's Healing Garden to enhance the quality of life for the South Pasadena community

Dated this 27<sup>th</sup> day of April, 2015

Robert S. Joe, Mayor

Evelyn G. Zneimer, City Clerk



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CITY OF SOUTH PASADENA  
**PROCLAMATION**



Declaring April 22, 2015, as  
"Earth Day"  
in the City of South Pasadena

- WHEREAS,** Wednesday, April 22, 2015, marks the forty-fifth annual Earth Day celebration, a day to increase public awareness of the need to protect the environment and conserve resources; and
- WHEREAS,** the global community now faces extraordinary challenges, such as severe water shortages, environmental degradation, diminishing resources, and global health issues; and
- WHEREAS,** it is understood that the citizens of the community must step forward and take action to combat these global challenges; and
- WHEREAS,** a sustainable environment can be achieved on an individual level through educational efforts, public policy, and consumer activism campaigns; and
- WHEREAS,** our community is reminded to act locally by conserving all resources, promoting clean air through biking, encouraging the use of public transportation and planting of trees; and
- WHEREAS,** the City of South Pasadena continues to actively work with the community to conserve water and other resources through programs, public events, flyers and other outreach efforts; and
- WHEREAS,** the City of South Pasadena encourages residents and businesses to think globally and act locally by doing their part to benefit the community and the planet.

**NOW, THEREFORE,** I, Robert S. Joe, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare April 22, 2015, as "Earth Day" in the City of South Pasadena and encourage everyone to make every day Earth Day.

Robert S. Joe, Mayor

April 22, 2015  
Date

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CITY OF SOUTH PASADENA  
**PROCLAMATION**



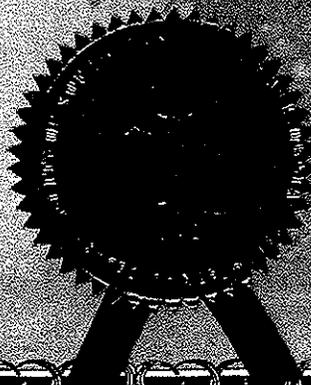
Declaring the Week of May 3 - 9, 2015, as  
"Be Kind to Animals Week"  
in the City of South Pasadena

- WHEREAS,** people enjoy the companionship of domestic animals and the diversity of wildlife; and
- WHEREAS,** we have the responsibility to protect these creatures and their habitats, and to show kindness and mercy to them in all of our affairs; and
- WHEREAS,** the people in the City of South Pasadena appreciate the animal welfare and anti-cruelty agencies for the invaluable contributions they make each year in protecting animals, both domestic and wild; and
- WHEREAS,** we recognize the value of humane education in our schools and community and realize that out of kindness to animals grows respect for our fellow human beings; and
- WHEREAS,** the first full week of May has been set as the annual celebration of the national week observing this philosophy of kindness to animals.

**NOW, THEREFORE,** I, Robert S. Joe, Mayor, on behalf of the City Council of the City of South Pasadena, do hereby proclaim the week of May 3-9, 2015, as "Be Kind to Animals Week" and urge all citizens to fully participate in any events promoting the attitude of kindness and respect toward all animals.

Robert S. Joe, Mayor

April 22, 2015  
Date



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CITY OF SOUTH PASADENA

# PROCLAMATION



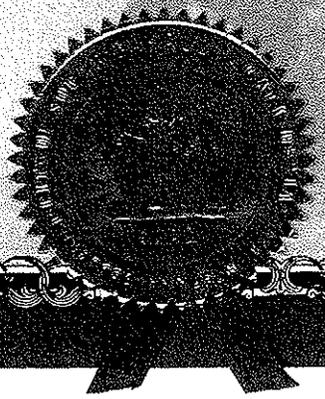
Declaring April 2015, as  
"DMV/Donate Life California Month"  
in the City of South Pasadena

- WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and
- WHEREAS, more than 123,000 individuals nationwide and more than 21,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs; and
- WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California; at any given time, 6,000 patients are in need of volunteer marrow donors; and
- WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and
- WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and
- WHEREAS, the spirit of giving and decision to donate are not restricted by age or medical condition; and
- WHEREAS, nearly 12 million Californians have signed up with the state-authorized Donate Life California Registry to ensure their wishes to be organ and tissue donors are honored; and
- WHEREAS, California residents can sign up with the Donate Life California Registry by checking "YES" when applying for or renewing their driver's license or I.D. card, or by signing up at [www.donatelife-california.org](http://www.donatelife-california.org) or [www.donord.org](http://www.donord.org)

NOW, THEREFORE, I, Robert S. Joe, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare April 2015, as "DMV/Donate Life California Month" in the City of South Pasadena, and encourage all Californians to consider contributing to this worthwhile cause.

Robert S. Joe, Mayor

April 22, 2015  
Date



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**MINUTES OF THE SPECIAL MEETING OF THE  
 JOINT CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/  
 PUBLIC FINANCING AUTHORITY  
 OF THE CITY OF SOUTH PASADENA CONVENED  
 THIS 8<sup>TH</sup> DAY OF APRIL 2015, AT 7:30 P.M.  
 AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS  
 1424 MISSION STREET**

**ROLL CALL**

Mayor Joe convened the Special Meeting of the South Pasadena Joint City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority) at 7:38 p.m.

Interim Chief Deputy City Clerk Kilby 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 Manager/Agency/Authority Executive Director Gonzalez; Assistant City Manager Straus; City Attorney/Agency/Authority Counsel Highsmith; Interim Chief Deputy City Clerk/Interim Chief Deputy Agency/Interim Chief Deputy Authority Secretary Kilby; Police Chief Miller; Police Captain Neff; Fire Chief Frawley; Deputy Fire Chief Riddle; Finance Director Batt; Planning and Building Director Watkins; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Supervisor Hakobian; Principal Management Analyst Lin; Senior Management Analyst Figoni; and Executive Assistant Demirjian.

**INVOCATION**

Councilmember Khubesrian offered the invocation.

**PLEDGE OF ALLEGIANCE**

Lena Gavenas, Youth Governor, South Pasadena San Marino YMCA, led the Pledge of Allegiance.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

**1. CLOSED SESSION ANNOUNCEMENTS**

Mayor Joe called to order the Closed Session of the Special Meeting of the City Council of April 8, 2015, at 6:05 p.m. The following items as listed on the agenda were discussed:

3. Threat of Litigation pursuant to Government Code Section 54956.9(d)(2),  
Conference with Legal Counsel – Threat of Litigation, Number of cases: 1.
4. Initiation of Litigation pursuant to Government Code Section 54956.9 (d)(4),  
Conference with Legal Counsel – Initiation of Litigation, Number of cases: 2.
5. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Property: 1503-1507 El Centro Street (APN 5315-003-903 & 5315-003-904); and southwest corner of El Centro Street and Edison Lane (APN 5315-003-902).
6. Conference with Real Property Negotiators pursuant to Government Code Section 54956.8; Property: Northeast corner of El Centro Street and Mound Avenue (APN 5315-003-901).

City Attorney Highsmith reported that the City Council met to receive a briefing from the City Attorney regarding a matter of Threat of Litigation and that direction was provided to the City Attorney. She said the Council met to discuss two cases of potentially initiating litigation, and again, direction was provided to the City Attorney.

**2. FIRE DEPARTMENT PROMOTIONAL BADGE PINNING CEREMONY OF ANTHONY PORRAZ, FIRE ENGINEER**

Mayor Joe introduced Fire Chief Frawley, who conducted the badge-pinning ceremony for Anthony Porraz, promoted to Fire Engineer, South Pasadena Fire Department.

**3. POLICE DEPARTMENT PROMOTIONAL BADGE PINNING CEREMONY OF MIKE NEFF, CAPTAIN**

Mayor Joe introduced Police Chief Miller who conducted the badge-pinning ceremony for Mike Neff, promoted to Police Captain, South Pasadena Police Department.

**4. PRESENTATION OF A CERTIFICATE OF RECOGNITION FOR LENA GAVENAS FOR SERVING AS THE YOUTH GOVERNOR, SOUTH PASADENA SAN MARINO YMCA**

Mayor Joe presented a Certificate of Recognition to Lena Gavenas for serving as the Youth Governor, South Pasadena San Marino YMCA.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

**5. PRESENTATION OF A PROCLAMATION DECLARING APRIL 24, 2015, AS “REMEMBRANCE OF THE ARMENIAN GENOCIDE DAY” IN THE CITY OF SOUTH PASADENA**

Mayor Joe presented a Proclamation declaring April 24, 2015, as “Remembrance of the Armenian Genocide Day” in the City of South Pasadena (City) to Councilmember Khubesrian, South Pasadena Resident Kay Mouradian, Executive Assistant Demirjian, and Community Services Supervisor Hakobian.

**6. PRESENTATION OF A PROCLAMATION DECLARING APRIL 10, 2015, AS “LIBRARY VOLUNTEER RECOGNITION DAY” IN THE CITY OF SOUTH PASADENA**

Mayor Joe presented a Proclamation declaring April 10, 2015, as “Library Volunteer Recognition Day” in the City to Edward Pearson, President, Library Board of Trustees.

**7. COUNCILMEMBERS’ COMMENTS (3 MINUTES EACH)**

Councilmember Schneider requested that the City prepare a proclamation declaring the month of May 2015 as “National Bike Month” in the City, seconded by Mayor Pro Tem Mahmud. He announced that “Bike-to-Work Week” is May 11-15, 2015, and “Bike-to-Work Day” is May 15, 2015. He reported that the Public Works Commission will address the issue of street closures required on January 1<sup>st</sup> of each year for the Tournament of Roses Parade. He said the State Route 710 (SR-710) North Study Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) regarding the 710 freeway study was released March 6, 2015, and that the comment period is 120 days. He announced upcoming public meetings.

In regard to the proposed SR-710 North Extension, Councilmember Khubesrian said the initial analysis indicates that best-case scenario is that 2.5 minutes of travel time will be saved at a cost of a minimum of \$5 billion. She said the cost/benefit analysis has not been released and that Carol Liu, Senator (Senator Liu), has asked Metro to restart the clock on the comment period when that document is made available. She requested that the City send a letter to Metro asking for the same thing, seconded by Councilmember Cacciotti. In regard to tonight’s Police and Fire employee promotional ceremonies, she commented that there is a real sense of belonging and commitment among the public safety employees in the City, which would be very different if the City did not have its own Police and Fire Departments. This is one of the wisdoms that the residents showed when they supported the Utility Users’ Tax at the last City General Municipal Election. Councilmember Khubesrian stated a resident inquired why sprinklers are in operation at Garfield Park when it is raining. Public Works Director Toor said there are sprinkler sensors at many City properties; however, funding is needed to add more, and this is a work in progress.

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Councilmember Cacciotti reported on commission meetings. In regard to the toilet-exchange program, he recommended that staff identify qualified, reliable, trustworthy, competent, licensed vendors to perform the necessary plumbing installations through the Request for Proposal (RFP) process. In regard to overwatering at night, he suggested that the City utilize its water conservation funds to recruit volunteers/part-time help to monitor night-time watering. In regard to the California Air Resources Board sustainable freight plan, he requested a letter be drafted requesting development of a comprehensive, integrated plan for sustainable freight transport, with short- and long-term steps to support zero-emission technology, seconded by Mayor Pro Tem Mahmud. He reported on the Animal Commission, noting that the "Be Kind to Animals" art contest will take place soon and that the plans for the Dog Park are moving forward.

Mayor Pro Tem Mahmud reported on the following items: 1) Community Garden meeting being held April 9, 2015, at 6:00 p.m.; 2) Earth Day event being held April 18, 2015, from 10:00 a.m. to 1:00 p.m.; and 3) the drought. She requested that the City Council seek specific recommendations from the Natural Resources and Environmental Commission (NREC) regarding proposals to adopt additional water-conservation ordinances, e.g., use of gray water, and requiring implementation of water-efficiency appliances on sale of a property, seconded by Councilmember Schneider. She requested that staff bring back to the City Council a proposal that the City remove turf from City medians. Councilmember Cacciotti said that this is already being implemented, but he seconded the request. She expressed regret for the departure of Assistant City Manager Straus and Fire Chief Frawley.

Mayor Joe reported that he and City Manager Gonzalez met with representatives of Senator Liu, Chris Holden, Assemblymember, and Michael Antonovich, Los Angeles County Supervisor. He introduced Assistant City Manager Straus, who made a presentation about the "Red Carpet Committee's" efforts to streamline the permitting process for businesses and to survey existing businesses. Mayor Joe reported on a City event. Mayor Joe requested that an item be added to the next agenda allocating up to \$1,000 of his FY 2014-2015 discretionary funds to costs associated with the City's sponsorship of the Special Olympics World Games this summer, seconded by Mayor Pro Tem Mahmud. Mayor Joe announced that unique City commemorative coins have been produced to be given "to people who have done special things." He said that these mementos of gratitude are to be presented with discretion and respect solely by Councilmembers, the Mayor, and the City Manager. He presented a City commemorative coin to Fire Chief Frawley.

## **8. CITY MANAGER COMMUNICATIONS**

City Manager Gonzalez announced and displayed PowerPoint slides on the following items: 1) Parking and Traffic Workshops; 2) The Mission Meridian parking garage; 3) The budget planning process; 4) Governor's April 1<sup>st</sup> Executive Order No. B-29-15,

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Water-conservation directives and how the City plans to meet them; and 5) A City event. He expressed appreciation to outgoing Fire Chief Frawley for his service. He announced that Chief Deputy City Clerk Hall has left her position to relocate to Northern California, and that former City Clerk Sally Kilby agreed to work as the Interim Chief Deputy City Clerk on a part-time basis. He introduced outgoing Assistant City Manager Straus, who is also relocating to Northern California and expressed appreciation for his service. Mayor Joe presented a City commemorative coin to outgoing Assistant City Manager Straus.

## **9. REORDERING OF AND ADDITIONS TO THE AGENDA**

Mayor Pro Tem Mahmud requested that an Urgency Item be added to the City Council Special Meeting Agenda concerning comments on a draft Regulatory Framework that was issued April 7, 2015, by the State Water Resources Control Board, seconded by Councilmember Cacciotti and Councilmember Khubesrian. She said comments are due April 13, 2015, before the next City Council Meeting. City Attorney Highsmith confirmed that a two-thirds vote is necessary to place the item on the Agenda. City Manager Gonzalez made comments. City Attorney Highsmith said that adding the item is appropriate in that comments are due on Monday, April 13<sup>th</sup>, and the draft Regulatory Framework was not presented until after the posting of the Agenda. She said the findings for adding an urgency item have been made.

**MOTION:** M/S Mahmud/Cacciotti/Khubesrian to approve the addition of the following Urgency Agenda Item No. 21 to the April 8, 2015, City Council Special Meeting Agenda: **21. PREPARE A COMMENT LETTER TO THE STATE WATER RESOURCES CONTROL BOARD REGARDING A DRAFT REGULATORY FRAMEWORK DUE APRIL 13, 2015 (NO STAFF REPORT).** By roll call vote, the motion passed unanimously. Absent: None.

Mayor Pro Tem Mahmud requested that Item No. 10 be removed from the Consent Calendar for separate consideration.

Councilmember Cacciotti requested that Item Nos. 13 and 16 be removed from the Consent Calendar for separate consideration.

A public comment card submitted by Girl Scout Troop 3161 requested that Item No. 13 be removed from the Consent Calendar for separate consideration.

## **CONSENT CALENDAR**

**MOTION:** M/S Cacciotti/Mahmud to approve Consent Calendar Item Nos. 11, 12, 14, and 15. By roll call vote, the motion passed unanimously. Absent: None.

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The Consent Calendar consisted of the following items:

- 11. ACCEPTANCE OF PROJECT COMPLETION AND AUTHORIZATION TO FILE A NOTICE OF COMPLETION FOR FY 2014-15 CDBG SIDEWALK PROJECT, AND AUTHORIZATION TO RELEASE RETENTION PAYMENT IN THE AMOUNT OF \$6,281 TO TORO ENTERPRISES INC.**
- 12. ADOPTION OF A RESOLUTION INITIATING THE PROCEEDINGS AND ORDERING THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2015-16 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**
- 14. DISCRETIONARY FUND REQUEST FROM COUNCILMEMBER SCHNEIDER IN THE AMOUNT OF \$3,000 FOR THE PURPOSE OF ACQUIRING THE LEO POLITI SCULPTURE**
- 15. AMENDMENT OF CONTRACT WITH GK & ASSOCIATES FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES ON THE FOOTHILL STREET, MISSION STREET, AND SAN PASQUAL AVENUE STREET IMPROVEMENT PROJECT**

**ITEMS PULLED FROM THE CONSENT CALENDAR FOR SEPARATE CONSIDERATION**

- 10. APPROVAL OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF FEBRUARY 21, 2015 AND REGULAR CITY COUNCIL MEETING OF MARCH 18, 2015**

Mayor Pro Tem Mahmud requested a modification on page 23, second to last paragraph (as listed in the Agenda Packet) of the Regular City Council Meeting Minutes of March 18, 2015, as follows:

Change "She recommended an increase of the fee to \$12,500 from BIT funds." to "She recommended that funds be allocated as follows: \$7,500 to the artists and \$5,000 to SPARC, for a total of \$12,500."

Mayor Pro Tem Mahmud recommended a change on page 24, second paragraph as noted below:

Add following sentence after 1) in the motion to read as follows:

"MOTION: M/S Mahmud/Cacciotti to approve the following: 1) Development of an agreement to allocate \$5,000 towards administrative costs and \$7,500 towards

**SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL**

artist fees from the Business Improvement Tax funds for the South Pasadena Arts Council's Utility Box Art Program. The agreement is intended to be entered into with the Chamber of Commerce, which will then subcontract with SPARC for the Utility Box Art Program; ....”

**MOTION:** M/S Mahmud/Cacciotti to approve the minutes of the Special City Council Meeting of February 21, 2015 and Regular City Council Meeting of March 18, 2015, with the aforementioned modifications. By roll call vote, the motion passed unanimously. Absent: None.

**13. DISCRETIONARY FUND REQUEST FROM COUNCILMEMBER CACCIOTTI IN THE AMOUNT OF \$200 FOR THE PURPOSE OF THE EDDIE PARK BRIDGE PROJECT**

Councilmember Cacciotti introduced Ava, Melissa, and Valerie, Girl Scouts, Girl Scout Troop 3161, who proposed rebuilding a bridge in Eddie Park that was constructed by a Girl Scout 17 years ago and requested funds from the City. Kimber Crow, Troop Leader, Girl Scout Troop 3161, answered questions about the budget and donations.

**MOTION:** M/S Cacciotti/Khubesrian to approve the request by Councilmember Cacciotti designating \$200 of his FY 2014-2015 discretionary funds to the Girl Scout Troop 3161 Eddie Park Bridge Project. By roll call vote, the motion passed unanimously. Absent: None.

*CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/PUBLIC FINANCING AUTHORITY*

**16. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$1,915,088.65, GENERAL CITY WARRANTS IN THE AMOUNT OF \$269,668.81, AND PAYROLL IN THE AMOUNT OF \$425,027.53**

Councilmember Cacciotti raised the issue of the wireless phone bills (page 62 of City Council Special Meeting Agenda packet). He requested that a Request for Proposal be generated among the cell phone providers in an effort to save money. Finance Director Batt responded that in order to achieve savings, all phone services have been consolidated under one department so as to review services for the entire City. City Manager Gonzalez provided comments, stating an analysis will be made to determine why specific departments utilize certain mobile carriers. To maximize savings, he said the City will be utilizing a prequalification process. In response to Councilmember Cacciotti's question regarding obtaining volume discounts for equipment purchasing, City Manager Gonzalez said the fleet will be reviewed first. He said the City is evaluating consolidating all maintenance and purchases.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

**MOTION:** M/S Cacciotti/Mahmud to approve the City Council Warrants as presented: Prepaid Warrants #187573-187658 in the amount of \$1,915,088.65, General City Warrants #187659-187821 in the amount of \$269,668.81, and Payroll 03-27-15 in the amount of \$425,027.53, totaling \$2,609,784.99; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$9,099.83 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

### **PUBLIC COMMENTS**

Mayor Joe opened the Public Comments section.

Laurie Wheeler, Interim Executive Director, South Pasadena Chamber of Commerce, invited all to the South Pasadena Eclectic Music Festival and Art Walk to be held on May 2, 2015, from 2:00 p.m. to 10:00 p.m.

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

### **PUBLIC HEARING**

#### **17. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING THE SOUTH PASADENA MUNICIPAL CODE REGARDING CALLING UP DECISIONS FOR REVIEW AND APPEALING CODE ENFORCEMENT DECISIONS**

Planning and Building Director Watkins presented the staff report, stating that the proposed ordinance is returning for first reading and introduction after corrections made by the City Council have been incorporated. He described the ordinance's purpose and responded to City Councilmembers' questions. He noted that additional minor edits had been suggested by Mayor Pro Tem Mahmud since the distribution of the agenda packet.

Mayor Joe opened the Public Hearing.

There being no speakers, Mayor Joe closed the Public Hearing.

Interim Chief Deputy City Clerk Kilby presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 36.610.020 OF THE SOUTH PASADENA MUNICIPAL CODE TO REVISE THE PROCEDURE FOR REQUESTING A REVIEW OF A DECISION BY A REVIEW AUTHORITY AND SECTION 36.610.030 AND 36.610.040A. REVISING WHO MAY APPEAL CODE ENFORCEMENT DECISIONS.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

**MOTION:** M/S Mahmud/Cacciotti to read by title only for first reading, waive further reading, and introduce AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 36.610.020 OF THE SOUTH PASADENA MUNICIPAL CODE TO REVISE THE PROCEDURE FOR REQUESTING A REVIEW OF A DECISION BY A REVIEW AUTHORITY AND SECTION 36.610.030 AND 36.610.040A. REVISING WHO MAY APPEAL CODE ENFORCEMENT DECISIONS. By roll call vote, the motion passed unanimously. Absent: None.

**18. PUBLIC HEARING ON FEDERAL TRANSIT ADMINISTRATION SECTION 5310 PROGRAM FUNDING FOR TRANSIT VEHICLES (CANCELED)**

Executive Assistant Demirjian said that staff is recommending that the City Council cancel the Public Hearing on Federal Transit Administration (FTA) Section 5310 program for funding purchase of transit vehicles. The City has explored grant requirements and has determined that it is not in the best interest of the City to pursue funding. City Manager Gonzalez said that the grant would require the City to pick up passengers outside the City limits, which conflicts with Proposition A and C grants. He recommended that the hearing be canceled and that the City revisit the issue at a later date.

**MOTION:** M/S Cacciotti/Mahmud to cancel the public hearing on Federal Transit Administration (FTA) Section 5310 program for funding purchase of transit vehicles. By roll call vote, the motion passed unanimously. Absent: None.

**ACTION/DISCUSSION**

**19. DIRECTION TO ESTABLISH A RENEWABLE ENERGY COMMITTEE**

Senior Management Analyst Figoni presented the staff report as part of a PowerPoint presentation. She said there are advantages and disadvantages in using renewable energy. In order for the City to research all aspects of the issue, she said establishing a Renewable Energy Committee is recommended, and the NREC has indicated support of the establishment of the new Committee. She reviewed the recommended Committee composition, for a total of nine members.

Discussion followed on modifying the recommended committee composition. Councilmember Cacciotti recommended including a Cultural Heritage Commission (CHC) representative; Mayor Pro Tem Mahmud disagreed. Councilmember Khubesrian recommended that the Committee be established as a subcommittee of the NREC. Mayor Pro Tem Mahmud indicated support for membership to consist of representatives of commissions, with the balance being appointed by the Mayor. Councilmember

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Schneider, referring to the abundance of skilled residents, preferred limiting the number of City commissioners and increasing the number of members of the public.

Mayor Joe opened the Public Comments section.

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

Discussion continued about the composition of the Committee. City Manager Gonzalez answered questions about solar panel installations, membership and staffing. The Council indicated support for modeling the group after the previously established Water Council, which answered directly to the NREC. There was agreement to designate the entity as a council instead of a committee. Councilmember Cacciotti stated that even if no members of the CHC were on the Committee, he advised the group to consult with the CHC. There was consensus among the City Council that no City Council Liaisons would be assigned.

**MOTION:** M/S Mahmud/Khubesrian to establish a Renewable Energy Council composed of a maximum of 11 members, recruited through advertising in the *South Pasadena Review*, with selections made by the Mayor and presented to the City Council for approval. By roll call vote, the motion passed unanimously. Absent: None.

Councilmember Schneider said that since he is the CHC Council Liaison, he will report on the establishment of this Council and how it may interface with the CHC.

## **20. AUTHORIZE A LETTER OF SUPPORT FOR THE DRAFT CALIFORNIA TRANSPORTATION PLAN 2040**

Principal Management Analyst Lin presented the staff report and responded to City Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

**MOTION:** M/S Khubesrian/Cacciotti to authorize sending the proposed letter of support for the Draft California Transportation Plan (CTP) 2040. By roll call vote, the motion passed unanimously. Absent: None.

## **21. PREPARE A COMMENT LETTER TO THE STATE WATER RESOURCES CONTROL BOARD REGARDING A DRAFT REGULATORY FRAMEWORK DUE APRIL 13, 2015 (NO STAFF REPORT)**

City Manager Gonzalez provided an overview of the issue as requested to be added to the agenda on an urgency basis by Mayor Pro Tem Mahmud with concurrence by the City

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Council. He said that a draft Regulatory Framework had been released by the State Water Resources Control Board (SWRCB) and that comments are due Monday, April 13, 2015. He said the City Attorney has begun working on preparing comments.

Mayor Pro Tem Mahmud expressed concern as to the accuracy of the numbers upon which the SWRCB based its measurements. She asked that the following requests be included in the comment letter from the City about the imposition of mandatory water restrictions: 1) Request that the SWRCB reexamine tiers as they currently jump from 25% to 35% (resulting in South Pasadena being included in the 35% category along with high-water users); 2) Ask the SWRCB to monitor water consumption for more than one month due to the possibility of peaks/valleys/aberrations in consumption, possibly for a four-month period running July to September; and 3) Request that the SWRCB establish a fifth tier (30%).

She expressed concern about what the financial impact might be of violating restrictions (monetary fines). She said the citizens are doing a good job; however, more must be done. She said it is important to submit comments and volunteered to review the comment letter in its final form prior to submission. She said that this framework provides the basis for determining penalties. She said it is unfair to include the City with other cities and water districts that consume substantially more water. She stated that if the consumption numbers are incorrect, the City should make a request to submit updated and accurate information.

Councilmember Schneider said that 80% of water usage is from agriculture. He questioned the fairness of the focus only on cities. In addition, Councilmember Khubesrian said private industries use a high volume of water. Mayor Pro Tem Mahmud said the SWRCB is implementing the Governor's Executive Order No. B-29-15, and while the City can note the unfairness of burdening urban residential users, the SWRCB is powerless on the issue.

City Manager Gonzalez said the City is a water supplier, so restrictions applied to large entities will also apply to the City. He said the City is currently determining if the water consumption data is accurate. He said the City must make sure to have residents' interests in mind. Public Works Director Toor commented on fairness, and said that half of the water agencies are not even metered and that agriculture submits no production data to the state.

Mayor Joe opened the Public Comments section.

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

Mayor Joe requested that the City Attorney, City Manager, Public Works Director, and Mayor Pro Tem Mahmud prepare a comment letter on behalf of the City by due date of

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

April 13, 2015, and distribute to the City Council prior to the deadline.

Mayor Pro Tem Mahmud pointed out that the Regulatory Framework is vague in describing how the reduction from 2013 usage will be measured.

City Attorney Highsmith added to the discussion, stating no credit is given for any city's conservation efforts. She also commented on fairness and inequities.

**MOTION:** M/S Cacciotti/Mahmud to prepare a comment letter to the State Water Resources Control Board regarding a draft Regulatory Framework for required water consumption restrictions to be imposed on the City of South Pasadena. The comment letter is to be submitted by the due date, April 13, 2015, and be based on discussion and recommendations by the City Council as stated above. Copies of the comment letter are to be distributed to the City Council for review prior to final signature by the Mayor. By roll call vote, the motion passed unanimously. Absent: None.

#### **ADJOURNMENT**

Mayor Joe adjourned the Special Meeting of the Joint City Council/Redevelopment Successor Agency/Public Financing Authority at 9:59 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor

Minutes approved by the South Pasadena City Council on April 22, 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: April 22, 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: **Cooperative Agreement with the County of Los Angeles for the Maintenance of the Columbia Street Bridge**

## Recommendation

It is recommended that the City Council:

1. Make a finding that pursuant to Section 15301(c) of the California Environmental Quality Act (CEQA) guidelines, the maintenance project of the Columbia Street Bridge is categorically exempt from the provisions of CEQA; and
2. Enter into a cooperative agreement with the County of Los Angeles (County) for the design and construction of a maintenance project for the Columbia Street Bridge.

## Fiscal Impact

The cooperative agreement requires a \$5,000 deposit from the City, which is estimated to cover the City's share of the total project cost. The majority of the project costs will be funded through the Federal Highway Administration (FHWA) Local Assistance Bridge Preventative Maintenance Program, with local agencies required to provide a 11.47% local match. Since the City of Pasadena also jointly owns the bridge, they will also be entering into a similar agreement with the County.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

The Columbia Street Bridge was originally constructed in 1910. It spans the Metro Gold Line tracks just west of Fair Oaks Avenue, and has an average daily traffic of approximately 4,200 vehicles. The bridge is jointly owned and maintained by the City of Pasadena and the City of South Pasadena. The bridge is inspected biennially. The most recent inspection rated the condition of the deck as poor.

The FHWA Local Assistance Bridge Preventative Maintenance Program is a program to help

local agencies extend the life of their bridges by correcting minor structural deficiencies before they become more costly to repair. In 2008, the County received Federal funding to develop and prepare a comprehensive maintenance program for 1,064 bridges located throughout the County. The City submitted a request to the County to include the Columbia Street Bridge in the maintenance program.

**Analysis**

The work will consist of grinding the existing asphalt, applying an epoxy deck seal, placement of asphalt overlay and minor repairs to the substructure.

The maintenance project will be designed, inspected and administered by the County.

**Legal Review**

The City Attorney has reviewed the cooperative agreement and found it acceptable.

**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. Cooperative Agreement
2. Photograph

**ATTACHMENT 1**  
Cooperative Agreement

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF SOUTH PASADENA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, it is of general interest to CITY and COUNTY to extend the service life of the Columbia Street Bridge over Metropolitan Transportation Authority, and

WHEREAS, CITY and COUNTY propose to perform one-time only preventive maintenance work on the existing bridge listed above (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COUNTY is further willing to administer PROJECT under the National Highway Performance Program and/or Surface Transportation Program; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT is currently estimated to be Thirty-four Thousand and 00/100 Dollars (\$34,000.00) with Federal funding reimbursement estimated to be Twenty-nine Thousand and 00/100 Dollars (\$29,000.00); and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, the non-Federally reimbursable local agency portion of the COST OF PROJECT; and

WHEREAS, CITY is willing to finance LOCAL SHARE OF COSTS, currently estimated to be Five Thousand and 00/100 Dollars (\$5,000.00), by depositing Five Thousand and 00/100 Dollars (\$5,000.00) in cash; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. LOCAL SHARE OF COSTS as referred to in this AGREEMENT shall consist of COST OF PROJECT less any reimbursement received by

COUNTY under the National Highway Performance Program and/or Surface Transportation Program.

- g. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS (hereinafter referred to as CITY'S PAYMENT), currently estimated to be Five Thousand and 00/100 Dollars (\$5,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. Upon request from COUNTY, to consent to COUNTY'S request for jurisdiction of the Columbia Street Bridge over Metropolitan Transportation Authority, as part of the County System of Highways for the limited purpose of constructing PROJECT.
- d. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.
- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- f. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets

or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To apply for National Highway Performance Program and/or Surface Transportation Program funding to finance the Federally-reimbursable portion of COST OF PROJECT.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To furnish CITY within one hundred eighty (180) calendar days after final payment to contractor a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and reimbursement received under the National Highway Performance Program and/or Surface Transportation Program.

- b. If CITY'S PAYMENT as set forth in paragraph (2) b above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, prior to award of PROJECT, COUNTY may delay the award of PROJECT pending the receipt of CITY'S PAYMENT.
- c. That if at final accounting LOCAL SHARE OF COSTS exceeds CITY'S PAYMENT, as set forth in paragraphs (2) b above, CITY shall pay to COUNTY the additional amount upon demand to COUNTY. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the required LOCAL SHARE OF COSTS is less than the sum of CITY'S PAYMENT, COUNTY shall remit a refund to CITY within thirty (30) days of the date COUNTY furnishes CITY with the final accounting.
- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- g. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- h. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may

also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Sergio Gonzalez  
City Manager  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030-3214

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- l. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY

under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
  
- n. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement No. 32084 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF SOUTH PASADENA on \_\_\_\_\_, 2015, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2015.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By \_\_\_\_\_  
Deputy

CITY OF SOUTH PASADENA

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
 HIGHWAY BRIDGE PROGRAM (HBP)  
 BRIDGE PREVENTIVE MAINTENANCE PROGRAM (BPMP)  
 TOTAL PROJECT COST ESTIMATE (TPCE)

CITY OF SOUTH PASADENA  
 12/16/14

|  |        |                 |
|--|--------|-----------------|
| Preliminary Engineering (PE)   |        | 8,750           |
| Construction Contract  | 17,379 |                 |
| Construction Contingency (CONT) - (25% of Construction Contract)     | 4,345  |                 |
| Construction Engineering (CE) - (15% of Construction Contract)       | 2,607  |                 |
| Total Construction Cost  |        | 24,330          |
|  |        | 33,080          |
| Liability Surcharge (4% of PE and CE) <sup>1</sup>                   |        | 454             |
| <b>Total Project Cost Estimate (TPCE)</b>                            |        | <b>34,000</b>   |
| Reimbursement  |        |                 |
| HBP - BPMP (88.53% of qualifying <sup>2</sup> Project Cost Estimate) |        | (29,000)        |
| <b>Total Reimbursement</b>   |        | <b>(29,000)</b> |
| <b>Net City Cost (TPCE less Reimbursement)</b>                       |        | <b>5,000</b>    |
| <b>10% of TPCE</b>   |        | <b>3,000</b>    |
| <b>Required City Deposit<sup>3</sup></b>                             |        | <b>5,000</b>    |

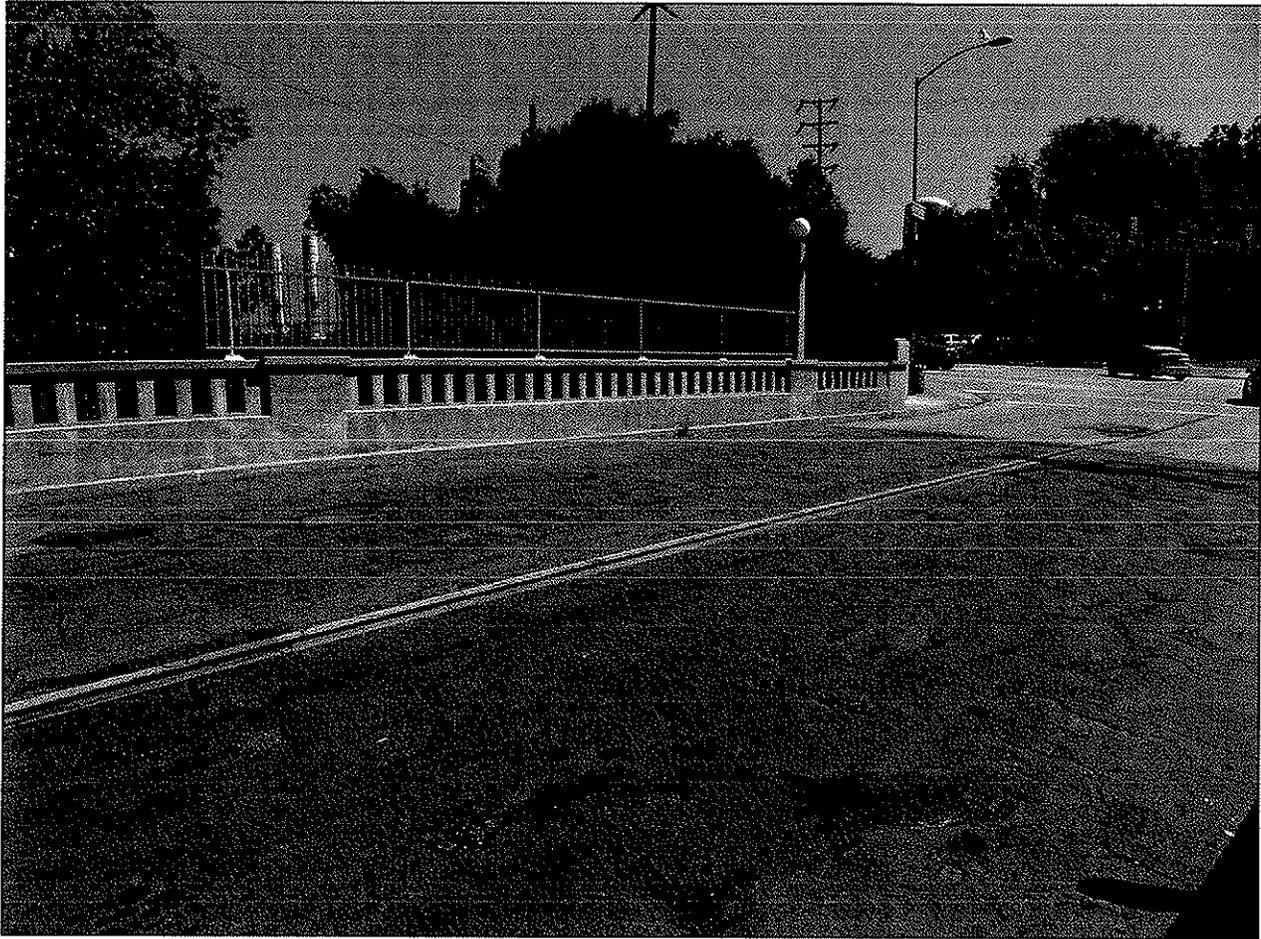
**Notes**

<sup>1</sup> Per City-County Assumption of Liability /Joint Indemnity Agreement

<sup>2</sup> Excludes any betterments and any costs/rates in excess of Federally approved

<sup>3</sup> Net City Cost but not less than 10% of TPCE

**ATTACHMENT 2**  
Photograph



# 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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Paul Toor, P.E., Public Works Director   
Shin Furukawa, P.E., Deputy Public Works Director   
SUBJECT: **Award of Contract to Dudek for Engineering Design Services  
for the Sewer Rehabilitation and Replacement Project Phase 2**

## Recommendation

It is recommended that the City Council:

1. Accept a proposal dated March 31, 2015 from Dudek for engineering design services for the Sewer Rehabilitation and Repair Project Phase 2; and
2. Authorize the City Manager to execute an agreement with Dudek for a not-to-exceed amount of \$258,940.

## Fiscal Impact

The project is funded from the State Clean Water Revolving Loan Fund (SRF). There are sufficient funds available in the loan to cover the design costs.

## Commission Review and Recommendation

This item has not been discussed by a commission.

## Background

As a result of a number of sanitary sewer overflows experienced in the City's sanitary sewer system, the City entered into a consent judgment with the State Regional Water Quality Control Board on January 17, 2012. As part of the requirements of the consent judgment, the City is mandated to repair certain deficiencies identified through the City's sewer video inspection program within a specified period of time. The first phase of sewer repairs includes all deficiencies that must be addressed in the first 4 years. This includes all pipes rated to be in the poorest condition, which consists of 220 pipe segments totaling approximately 64,000 lineal feet of sewer lines. These repairs are currently underway and will be completed this summer.

Phase 2A includes the remaining sewer lines that must be repaired under the terms of the consent judgment, which consists of 272 additional pipe segments totaling 85,590 lineal feet of sewer lines. In order to optimize the use of available SRF loan funds, an additional 118 pipe segments

will be included in the project as Phase 2B.

### **Analysis**

In March 2015, a request for proposals was advertised on the Integrated Marketing Systems network, on the City website and was also direct mailed to several engineering firms with previous experience in designing this type of work. Proposals were received from the following four firms:

- AKM Consulting Engineers, Irvine
- CivilSource, Inc., Irvine
- Dudek, San Juan Capistrano
- Quantum Consulting, Inc., Torrance

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.*

After reviewing the qualifications, staff ranked Dudek as the best qualified firm to perform the design services. Dudek is a medium-sized firm that has done similar projects for other public agencies, and also were the engineers of record for the first phase of this project. Dudek also assisted the City with preparing the SRF application package and with submitting the initial SRF reimbursements. Dudek's design of the first phase of the project has been well received by both the Contractor and the Construction Manager. The project has run smoothly and change orders on the project have been minimal. Because Dudek worked with the City on the first phase, they are already familiar with the City, the City's sewer network, and the project constraints. This allowed for favorable pricing and an accelerated design schedule in the proposal submitted by Dudek. On a simplified per segment basis, Dudek's design price for Phase 2 is 44% lower than their price for Phase 1 due to these efficiencies. Dudek is the best-suited firm to provide the design services, and their fees are reasonable with respect to the proposed services to be provided. Therefore, it is recommended the design contract be awarded to Dudek.

### **Legal Review**

The City Attorney has reviewed the agreement, which incorporates the latest professional services agreement template prepared by the City Attorney's Office. The City Attorney's Office has no concerns with this agreement.

### **Public Notification of Agenda Item**

The public was made aware that this item was to be considered this evening by virtue of its

Award of Sewer Rehabilitation and Repair Project Phase 2  
April 22, 2015  
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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. Agreement
2. Project Map

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**ATTACHMENT 1**  
Agreement

**CITY OF SOUTH PASADENA**

**PROFESSIONAL SERVICES AGREEMENT  
WITH  
DUDEK**

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of April, 2015 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and DUDEK ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design services for the Sewer Rehabilitation and Repair Project, Phase 2, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

Professional Fees: Consultant shall perform the services described in Exhibit "A" Scope of Services for the hourly rates ranging from \$80/hr. to \$215/hr. pursuant to the Schedule of Fees incorporated herein.

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

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$258,940. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$207,152 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

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

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

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

Public Works Director  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

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

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel

and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

### **3.0. TIME OF PERFORMANCE**

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

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall be effective on April 22, 2015 ("Effective Date") and shall remain in effect for one year, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City's receipt of a close-out billing. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, and to other documents pertaining to the services contemplated.

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

### **5.0. INSURANCE**

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

IF TO CONSULTANT:

Amanda Combs  
Dudek  
38 North Marengo  
Pasadena, CA 91101

IF TO CITY:

Public Works Director  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030

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

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

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in

this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

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

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law,

Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

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

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the

payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in

connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

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

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

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

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

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

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

such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

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

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

6.28. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on

behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

THE CITY OF SOUTH PASADENA

By: \_\_\_\_\_  
Sergio Gonzalez, City Manager

Dated: \_\_\_\_\_

Dudek

By: \_\_\_\_\_  
Frank Dudek, President

Federal ID No. 95-3873865

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa L. Highsmith, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

# 5 Project Understanding and Scope of Work

## Project Understanding

Dudek designed Phase 1 of the City's Sewer Rehabilitation and Replacement Project, which addressed the 230 most critical pipes identified during the citywide sewer inspection and condition assessment work; those assigned a Condition Rating of "D" or a Spot Repair Rating of "1". Phase 1 is currently in construction and ahead of schedule with a projected completion of July 2015.

Phase 2A will include pipes assigned a Condition Rating of "C" or a Spot Repair Rating of "2" and encompasses 272 pipes with a totaling approximately 85,590 lineal feet. Repairs to Phase 2A pipes are required by the terms of the City's Consent Judgment. The majority of these pipes are anticipated to be rehabilitated using the same cured-in-place pipe (CIPP) lining technology used to address Phase 1 sewers. Dudek's cursory review of inspection videos of potential open trench replacement segments indicates that only four will require replacement due to significant defects or to upsize the pipe from 6-inch to 8-inch. These four segments are summarized in **Table 2**.

Because Phase 1 construction bid prices were lower than industry average for small diameter CIPP lining work, the City is anticipating to be able to fund additional sewer system repairs (beyond those required by the Consent Judgment) with the remaining SRF loan amount. This additional work, called Phase 2B, will include pipes assigned a Condition Rating of "B" and a Spot Repair Rating of "3". Phase 2B encompasses 118 pipes totaling approximately 30,484 lineal feet. Construction Documents must be formatted in such a way that allows deletion of Phase 2B work from the project, if necessary, to match the City's available financing. Since these sewers were previously given better condition ratings than Phase 1 and Phase 2A sewers, we anticipate that the vast majority of defects in Phase 2B pipes can be addressed with CIPP lining. Dudek reviewed the inspection videos flagged by the City as potentially requiring open trench replacement and found that only one segment, listed in **Table 2**, cannot be CIPP lined.

The scope of work provided herein assumes that open trench replacement from manhole to manhole is limited to the five segments listed in **Table 2**. Therefore, the base scope of work for surveying, geotechnical investigation/potholing, and preparation of plan and profile sheets is also based on the locations of these five segments. As with Phase 1, short length excavation point repairs (less than 10 feet long) will not require plan and profile design. Although it is unlikely to be needed, we recommend that a small contingency budget be included to address additional open trench segments that may be identified during condition assessment review.

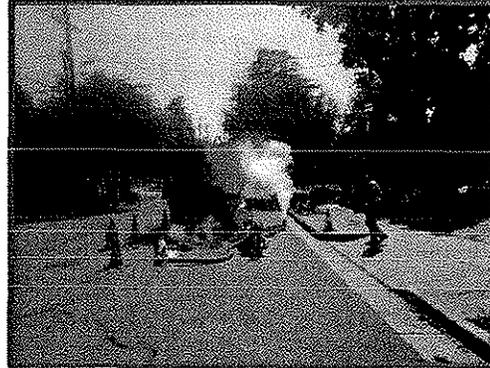
**TABLE 2. ANTICIPATED PHASE 2A AND 2B OPEN TRENCH SEGMENTS**

| Segment No. | Street        | Upstream MH | Downstream MH | Length, ft | Pipe Size, in | Material | Phase |
|-------------|---------------|-------------|---------------|------------|---------------|----------|-------|
| 2098        | Oak Meadow Ln | 232A        | 19D           | 36         | 8             | VCP      | 2A    |
| 3099        | Gates Pl      | 131J        | 131C          | 146        | 6             | VCP      | 2A    |
| 3211        | Monterey Rd   | 107B        | 107A          | 342        | 8             | VCP      | 2A    |
| 1105        | Hardison Pl   | 133B        | 133A          | 300        | 6             | CI       | 2A    |
| 3098        | Gates Pl      | 131G        | 131H          | 285        | 6             | VCP      | 2B    |

## Proposed Phase 2 Enhancements

Based on feedback we have received from the City and Valley CM during the construction of the Phase 1 project, we propose the following enhancements to the Phase 2 design to increase constructability, facilitate scheduling and tracking, and minimize the potential for change orders:

- Add pipe segment numbers to the plans.
- As the City requested in the RFP, provide a large format color index map depicting all segments to be lined and replaced.
- Do not reinstate laterals that the video inspection clearly shows are capped/inactive.
- For open trench replacement and point repair work, indicate that all crossings with the sewer are expected to be concrete encased so that contractors can include costs for concrete removal in their bids. Potholing of crossings is also proposed.
- Obtain potholing or geotechnical boring data on every street with open trench construction, not only for subsurface information, but also to characterize the pavement section and identify unexpected conditions, such as concrete paving under asphalt, as was found during Phase 1.
- Require cleaning, CIPP, and lateral lining reports and videos to be provided by the contractor at the end of each day on a portable hard drive.
- Require public notices one week and 36 hours in advance of construction, rather than two weeks and 24 hours. Expand the contractor's public notification requirements to include submitting a log of notifications, reporting to the City those locations where notification was not possible, personal notification of affected business owners or managers in lieu of door hangers, and contacting managers of apartment buildings where door notices are not possible. Work should not be allowed in an area where notification requirements are not met.
- Eliminate requirement to shutoff water services to properties connected to a sewer main to be lined except for apartments, group homes, condo buildings, etc. with significant flows that may impact the lining work. These locations should be identified by the Contractor prior to scheduling and the City notified of the required water shutoffs.
- Add liquidated damages for violation of work hour restrictions.
- Allow no more than two lining crews to work simultaneously within the City.



These proposed enhancements, as well as any others identified during Phase 1, will be discussed with the City during the Phase 2 kickoff meeting. Working collaboratively with Valley CM and the City, we will make Phase 2 even more successful than Phase 1!

## Geotechnical Approach

The geotechnical investigation for Phase 1 consisted of nine small-diameter exploratory borings adjacent to proposed open trench replacement sections to investigate the presence of soft, unstable soils in the trench foundation layers and soil sampling from six test pits dug directly above the sewer pipe to be replaced to characterize existing trench materials. Based on the favorable soil conditions observed during the Phase 1 geotechnical investigation, a slightly different approach is proposed for Phase 2 that will lessen impacts to City streets. For each of the five (5) open trench segments anticipated under Phase 2, we propose to drill one (1) exploratory boring adjacent to the pipe at a depth of five feet below the pipe invert, and perform a pothole (small diameter vacuum excavation) directly over the pipe in the presence of a geotechnical engineer. Although undisturbed samples cannot be collected, the material excavated during potholing can be examined and sampled and the excavation observed to determine whether large rocks or other undesirable material are present. If large rocks or cobbles are suspected, the contractor will be informed through the bid documents so that screening or imported trench backfill material and hauling of unsuitable material can be included in the bids.

## Task 1 – Project Management

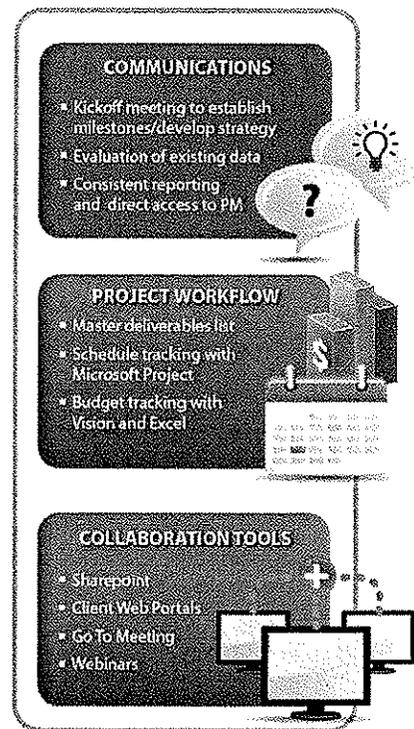
**Project Kickoff and Progress Meetings.** Facilitate a project kickoff meeting to review the project work plan, schedule, budget and other project parameters. Modifications to the format and content of construction documents based on feedback from Phase 1 will also be discussed.

The Dudek Project Manager and other appropriate team members will also participate in design-review meetings following submittal of the 60% and 85% construction documents, including preparation of meeting agendas and minutes.

**Meetings with City Council and/or Public Works Commission.** At the request of the City, Dudek will attend up to two (2) meetings to present the project to City Council and/or the Public Works Commission. Project graphics will be provided by Dudek as needed for these meetings.

**Project Administration.** The Project Manager will coordinate our engineering and production team, track the budget and schedule, and prepare monthly invoices and progress reports throughout the duration of the project. Progress reports will summarize work performed during the billing period, work to be performed during the next billing period, upcoming deliverables, and any scope of budget discussion items.

**Quality Control and Quality Assurance.** The Project Manager will be responsible for quality assurance and monitoring the completion of quality control reviews. The quality control review of all design documents and deliverables will be led by Steve Jepsen, a senior project manager with extensive experience in sewer rehabilitation projects. Additionally, the QC Reviewer, Principal in Charge, and Project Manager will collaborate on checking of actual field conditions, project calculation reviews, cost opinions, deliverable review, permit requirements, and responses to City comments.



## Task 2 – Pipeline Condition Assessment Review

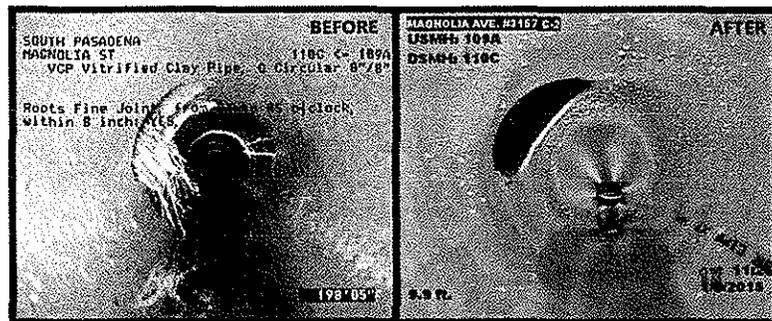
Dudek engineers will conduct a review of the City-provided CCTV inspection videos and condition assessment reports to observe and document the following additional information for each Phase 2 pipe segment:

- The distance to each existing sewer lateral and the nature of that lateral (i.e. factory wye or break-in connection, protruding, severe roots, etc.). As was done in Phase 1, severely damaged connections to the main or significant root intrusion at lateral connections will be identified so that the City can consider a course of action for addressing them prior to or in conjunction with the lining and repair project. Capped laterals will also be identified so that only active laterals will be reinstated after CIPP lining.
- The length and severity of sags and whether they can be lined or would be better replaced to eliminate chronic grit accumulation.
- The location and severity of offset joints. The rule of thumb is that an offset less than one inch in an 8-inch pipe can be lined without impacting the ability of a CCTV camera to pass.
- Structural defects such as fractures, broken pipe, or collapsed pipe that are too severe to line directly over. These defects may warrant a different type of trenchless repair, such as: a Link-Pipe mechanical sleeve, or may need to be excavated and replaced.
- Operational defects including mineral deposits, roots, infiltration, or obstacles requiring special attention and how best to overcome the defects, such as cleaning with special nozzles on mechanical devices, chemical dissolution of deposits, root cutting, or other best technology.

In addition, we will review as-built drawings provided by the City and record manhole depths for each CIPP segment.

**Pipeline Repair and Rehabilitation Recommendations.** Dudek will provide a recommended rehabilitation or replacement strategy on a reach-by-reach basis. Depending on the nature, quantity, and severity of defects observed during the condition assessment review, methods of rehabilitation or repair to be considered include the following:

- Significant mineral deposits or tap roots within the sewer pipe may require specialized mechanical cleaning. Conditions of this type will be identified, defined, and included as separate bid items.
- In-situ point repair such as Link-Pipe mechanical sleeve short CIPP liner. These may be stand-alone point repairs or installed prior to lining.
- Open trench point repairs, which include cutting out and replacing a short or long segment of existing pipe with new VCP sewer pipe and robust epoxy lined and coated steel couplings with rubber gaskets. Open trench point repairs may be stand-alone or performed prior to lining.
- In-situ lining from manhole to manhole with Cured-In-Place Pipe (CIPP) liner cured with hot water or steam. End seals will be required.



## PROJECT UNDERSTANDING AND SCOPE OF WORK

- Complete removal and replacement of a pipe segment between manholes using open trench construction.
- Replacement of a pipe segment between manholes using a trenchless method such as pipe bursting. This would only be considered and recommended for generously sloped pipes located outside of the right-of-way that cannot be lined or excavated.
- Flush tanks at the dead end of sewers to be rehabilitated or replaced with standard manholes.
- Repair or replacement of badly corroded or damaged manholes.

Dudek will record the condition assessment findings and recommendations for the rehabilitation or replacement of each sewer segment in the customized GIS/Excel database developed during Phase 1 design. We will provide the updated database and preliminary construction cost estimates for Phases 2A and 2B to the City for review prior to initiating the preparation of design plans and specifications.

### Task 3 – Preparation of Construction Documents

Preparation of construction documents will proceed immediately following acceptance of the recommendations presented to the City based on the condition assessment findings. Through our review of inspection videos for the group of 17 pipes identified during the CEQA process as potentially requiring open trench replaced, Dudek anticipates that only five (5) segments will require open trench replacement from manhole to manhole. Improvements to the remaining segments will consist of a combination of CIPP lining from manhole to manhole, open trench point repairs, and in-situ point repairs, as needed.

**Topographic Survey.** Guida Surveying, Inc. will provide topographic surveying for those locations requiring open trench construction (assumed to be five (5) segments for a total of approximately 1,100 feet per **Table 2**) and generate a topographic/design survey basemap suitable for civil design. All segments are located in the City right-of-way. Guida will establish horizontal and vertical site control based upon the County Surveyor Vertical benchmark system, and horizontal control based on the California Coordinate System. They will perform a field survey data collection consisting of existing sewer manhole depths (through dipping) and rim elevations, roadway centerline and top of curb elevations at 50-foot intervals, and visible utility features within 10-feet of the centerline of the target sewer and manholes. Guida will also plot the record centerline and right-of-way.



**Utility Research and Potholing.** The depiction of existing utilities is only necessary for reaches of pipe that require open trenching, which is anticipated to be to five (5) segments per **Table 2**. Subsurface utility investigation will consist of sending out utility map requests to franchise utility holders within the City and researching record drawings for utilities in the vicinity of the open trench construction. City maps and as-builts will be used for water and sewer facilities.

Dudek has included up to ten (10) potholes in our proposed scope and fee for utility locating as needed during the project. If required, additional potholes can be performed at a nominal unit cost per pothole. Potholing will be conducted with “soft dig” vacuum excavation equipment by Kana Pipeline. Records will be kept of the pavement and base thickness at each pothole. This information will be useful for determining the trench restoration pavement sections for sites in paved areas. Excavations will be backfilled using native material or fill

## PROJECT UNDERSTANDING AND SCOPE OF WORK

sand and asphalt patching will be performed using a bagged high performance cold asphalt mix. An allowance for three (3) pages of stamped traffic control plans has been included for any pothole locations located in main streets.

**Geotechnical Investigation.** Dudek will contract with Ninyo & Moore to provide the following geotechnical services:

- Project coordination including scheduling of field personnel and subcontractors and permit acquisition.
- Project planning and review of readily available background data including published geologic maps and literature, stereoscopic aerial photographs, in-house information, and project-related reports and/or plans provided by the client.
- Review of the proposed sewer alignment plans and profiles for the project. The review will include coordination with the project engineer regarding anticipated trenching conditions and details of proposed construction methods.
- A field reconnaissance to locate proposed boring locations for utility clearance, and coordination with Underground Services Alert for underground utility location.
- Obtain encroachment permits to perform the proposed subsurface evaluation. Traffic control plans will be prepared for major arterial streets. No parking signs will be posted 48 hours prior to drilling per the City requirements.
- For the purposes of this proposal, subsurface exploration consisting of the excavation, sampling, and logging of five (5) small-diameter exploratory borings. The borings will be excavated along the pipe segments at which repairs by open trench methods are anticipated. Borings will be drilled to depths of approximately 5 feet below the sewer line invert (assumed depths of 10 to 15 feet below the existing ground surface), or drilling refusal, whichever is shallower. The soil will be screened in the field for the presence of volatile organic compounds (VOCs) using a photo-ionization detector (PID). The purpose of the borings will be to evaluate the subsurface conditions and to collect samples for laboratory testing. Relatively undisturbed and bulk samples will be obtained at selected intervals from the borings. The soil samples will be transported to Ninyo & Moore's laboratory for testing. Traffic control will be provided when necessary. The borings will be backfilled with on-site soils and capped with concrete.
- Ninyo & Moore will be present for up to two (2) days during vacuum potholing over existing sewer lines to observe and evaluate the existing trench backfill soil conditions. Ninyo & Moore will coordinate with the potholing subcontractor and collect samples of trench backfill materials.
- Geotechnical laboratory testing of representative soil samples to evaluate in-situ moisture and density, gradation, sand equivalent, shear strength, and soil corrosivity.
- Data compilation and engineering analysis of the information obtained from the background review, subsurface evaluation, and laboratory testing. The engineering analyses and recommendations will include:
  - Suitability of the proposed improvements from a geotechnical perspective.
  - Description of the geology and soils anticipated during construction, including an evaluation of geologic and seismic hazards that might be present at the site.
  - Evaluation of the depth to groundwater as encountered in the borings and referenced groundwater data and potential for construction dewatering.
  - Excavation characteristics of the on-site materials, including anticipated difficult excavating and caving potential.
  - Fill material and compaction requirements, including bedding and pipe zone material, and suitability of on-site soils for trench backfill. Mitigation of soft ground conditions will be addressed.

## PROJECT UNDERSTANDING AND SCOPE OF WORK

- Analysis of the temporary stability of the trench excavations and shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Pavement design alternatives and recommendations.
- Evaluation of corrosion potential of on-site soils.
- Preparation of a geotechnical evaluation for the project. The report will present the results of our background review, site reconnaissance, subsurface evaluation, laboratory testing, and engineering analysis as well as Ninyo & Moore's conclusions and recommendations relative to the geotechnical aspects of the project.

**Construction Plans.** Construction plans will be prepared in generally the same format as those prepared for Phase 1. Desired modifications based on City, contractor and construction manager input during Phase 1 will be incorporated.

Lining plans will overlay GIS sewer and manhole data on aerial photo strips at 40-scale (1" = 40'). Manhole depths, pipe slope, and direction of flow will be indicated in plan. In addition to CIPP lining and lateral reinstatement, the plans will show locations and quantities of additional defects to be addressed, such as trimming intruding laterals, point repairs (excavated or in-situ), and heavy cleaning. Those locations requiring more-involved cleaning, traffic control, and by-passing will also be noted on the plans. A bid item table on each sheet will provide total quantities for each item of work required on that sheet.

Based on our experience preparing the lining plans for Phase 1, the following sheet counts are anticipated:

- Phase 2A (268 segments; 84,766 lineal feet) - forty two (42) lining sheets will be prepared.
- Phase 2B (117 segments; 30,199 lineal feet) - fifteen (15) lining sheets will be prepared.

Plans for open trench replacement of a full section of pipe will be prepared in the same format as those prepared for Phase 1, using a traditional topographic ground survey-based plan and profile format. Existing utilities crossings in the immediate vicinity of the sewer to be replaced will be shown. Approximate manhole depths will be field-verified. Using a scale of 1" = 40' and assuming five (5) pipe segments totaling approximately 1,100 lineal feet of open trench replacement, two (2) sheets will be required.

Details will include point repairs, trench backfill, and flush tank manhole rehabilitation or replacement.

In addition to the construction plans, Dudek will prepare a 24" x 36" color index map showing all of the segments to be repaired under Phase 2A and Phase 2B. Segments to be lined will be differentiated from segments to be replaced by open trench. Annotations will include segment ID number, manhole numbers, and plan sheet page number for each project segment.

**Technical Specifications.** Concurrent with the development of the construction plans, Dudek will prepare the project construction bid form, special provisions, technical specifications, and CWSRF bidding documents. The CWSRF documents will emphasize and clearly communicate Disadvantaged Business Enterprise (DBE) Good Faith Effort outreach (30 days minimum) and Davis-Bacon Prevailing Wage notification requirements to the bidders. The City will provide the standard front-end construction specifications sections including notice of inviting bids, contract and related forms, general provisions, and general conditions. The special provisions and technical specifications will be in Greenbook format and generally mirror the conformed specifications for the Phase 1 project, with revisions based on addenda issued during Phase 1 bidding and feedback from Phase 1 construction.

## PROJECT UNDERSTANDING AND SCOPE OF WORK

**Engineer's Estimate.** Dudek will prepare the engineer's opinion of probable construction cost at the 60%, 85% and final design stage.

**Design Deliverables.** Design deliverables will be as follows:

- **60% Design Package.** The 60% design package will include half size construction plans, specifications, and Level 3 construction cost estimate. Plans will include partially annotated rehabilitation sheets and replacement plan and profile sheets. No detail sheets will be provided with this submittal. Submittal will include three (3) hard copies and electronic pdf files of all items.
- **85% Design Package.** The 85% design package will include all half size construction plans, 24"x36" index map, specifications, and a Level 2 construction cost estimate. Submittal will include three (3) hard copies and electronic pdf files of all items. In addition, a pdf file containing utility research/as-built request letters and responses will be submitted.
- **Final Design Package.** The final design package will include a full size set of stamped and signed mylars, a single loose bound set of final construction specifications in reproducible format, the 24"x36" index map, and the final design construction cost estimate. Electronic copies of the plans, specifications, and estimate in pdf format and drawing files in AutoCAD dwg format will also be included. Additional copies of the plans, specifications and estimate can be provided upon request.

**Environmental Mitigation.** As with Phase 1, Dudek will identify those segments subject to environmental mitigation measures CUL-1, CUL-2, and CUL-3 related to the preservation of historic resources. In addition, we will identify any segments subject to mitigation measures BIO-1 and BIO-2 requiring pre-construction biological surveys. Work under this task involves reviewing the plans in conjunction with the historic resources maps to determine which segments are within or in close proximity to historic resources and reviewing the plans to determine locations where tree trimming and other impacts to special-status species habitat may occur.

### Task 4 – Bid and Construction Phase Services

Dudek will provide assistance to the City during the bidding phase, furnishing additional information as needed and supporting the City during the pre-bid meeting and preparation of one (1) addendum to the construction documents. Dudek will also assist the City with the evaluation of bids, including DBE outreach documentation.

Dudek will attend the construction kick-off meeting. Additional engineering and environmental support services during construction can be performed at the request of the City as additional services.

### Optional Tasks

The optional following tasks can be performed under separate authorizations from the City:

**Optional Task A.** Topographic survey, basemap generation, and plan and profile sheets for replacement of up to five (5) additional pipe segments by open trench construction.

**Optional Task B.** Up to five (5) additional geotechnical borings and associated sampling and laboratory testing described above to characterize the soil conditions in the vicinity of additional open trench pipe replacement locations.

## PROJECT UNDERSTANDING AND SCOPE OF WORK

**Optional Task C.** During Phase 1, several manholes could not be located during field walks. As a result, we propose an allowance for the following field locating services for Phase 2A or Phase 2B manholes that cannot be found during field walks by Dudek engineers:

- Locating up to ten (10) manholes using a metal detector. Located manholes will be surveyed.
- Locating up to five (5) manholes using a down-hole CCTV camera and sonde coupled with a walk over electronic locator. Located manholes will be surveyed. Fee assumes all locating work is done in a single day.

### Assumptions

1. Since the project will not result in disturbance of more than one acre of land and the replacement of pipes can be considered routine maintenance of the City's sewer collection system, coverage under the Construction General Permit is not required. Therefore, a Storm Water Pollution Prevention Plan is not required for this Project.

## 6 Hourly Rate Schedule

Table 3, below, indicates our standard hourly billing rates for Dudek personnel.

**TABLE 3. DUDEK SCHEDULE OF CHARGES**

| Team Member      | Classification             | Billing Rate/Hr. |
|------------------|----------------------------|------------------|
| Steve Deering    | Principal Engineer II      | \$215.00         |
| Steve Jepsen     | Senior Project Manager     | \$195.00         |
| Amanda Combs     | Project Manager            | \$190.00         |
| Elizabeth Caliva | Senior Project Engineer    | \$185.00         |
| Brian Tran       | Project Engineer I         | \$110.00         |
| Paul Caligiuri   | Senior Designer            | \$130.00         |
| Kris King        | CADD Operator              | \$120.00         |
| Tyler Friesen    | GIS Specialist             | \$120.00         |
| Samatha Murray   | Architectural Historian    | \$120.00         |
| Johanna Page     | Biologist III              | \$130.00         |
| Pam Bristow      | Clerical Administration II | \$80.00          |



**EXHIBIT "B"**

**INSURANCE REQUIREMENTS**

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

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

Professional Liability Insurance                      \$1,000,000/\$2,000,000

**General Liability:**

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

**Workers' Compensation:**

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

**Automobile Liability**

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

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

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

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

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

**Claims Made Policies:**

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

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

**Verification of Coverage:** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

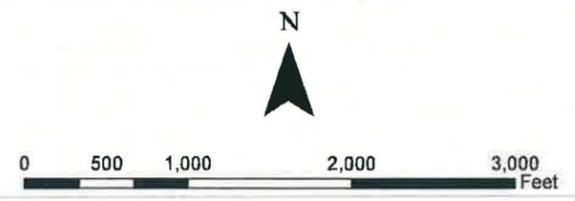
required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require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

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

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

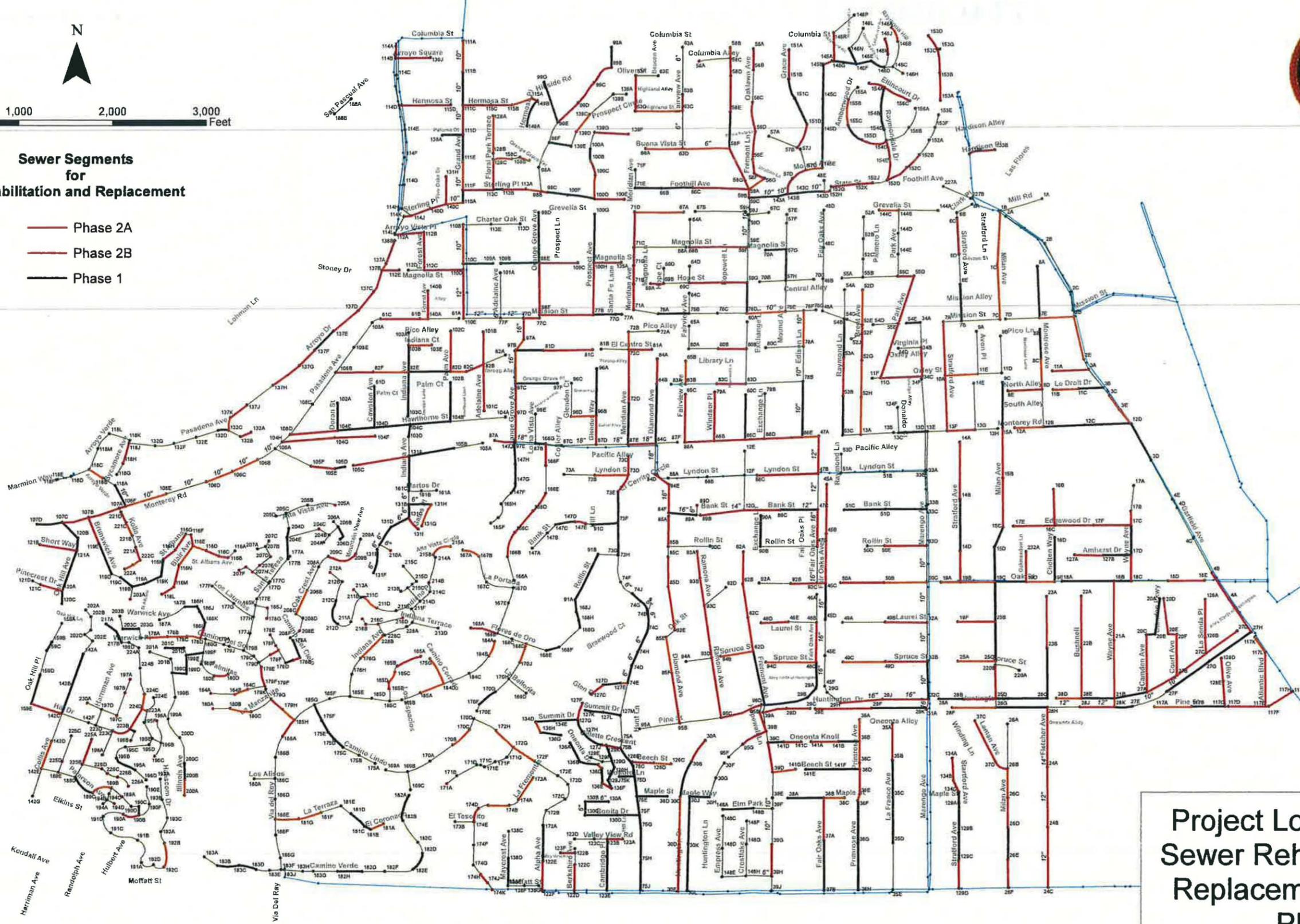
Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

**ATTACHMENT 2**  
Project Map



**Sewer Segments for Rehabilitation and Replacement**

- Phase 2A
- Phase 2B
- Phase 1



**Project Location Map  
Sewer Rehabilitation & Replacement Project  
Ph. 2**  
Feb. 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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: David Batt, Finance Director *DB*  
SUBJECT: **Discretionary Fund Request from Mayor Joe in the Amount of \$1,000 for the Purpose of Host Town Activities for the Special Olympics World Games 2015**

## Recommendation

It is recommended that the City Council approve the request by Mayor Joe designating up to \$1,000 allocated for the purpose of hosting activities for the Special Olympics World Games during the summer of 2015.

## Fiscal Impact

Funds are available in the FY 2014-15 Budget.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2014-15 budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember/mayor. Discretionary funds must be used for a public purpose benefiting the City.

On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The table below displays the current Discretionary Fund balances, and excludes the requests being considered in this staff report.

## Analysis

The Special Olympics World Games will be held from July 25, 2015 to August 2, 2015 in Los Angeles. On November 5, 2014, the City Council declared its support and participation as a Host Town, welcoming Special Olympics athletes from around the world. For three days preceding

the Opening Ceremonies, the City will be hosting delegations from the countries of Paraguay and Morocco. The local organizing committee has been working with the delegations to schedule three memorable days of recreation, entertainment, and cultural exchange right here in South Pasadena. As part of the City's participation as a Host Town, banners will be posted and a barbeque will be held at Garfield Park for the athletes and delegations. The proposed discretionary fund allocation will be used to offset the cost of these activities.

| City Councilmembers Discretionary Funds<br>Fiscal Year 2013/14 |                                   |                  |                |                   |                |                  |
|--|-----------------------------------|------------------|----------------|-------------------|----------------|------------------|
| Date   |                                   | <u>Cacciotti</u> | <u>Joe</u>     | <u>Khubesrian</u> | <u>Mahmud</u>  | <u>Schneider</u> |
|  | Prior Year Balance >              | \$3,000          | \$6,000        | \$2,700           |                | \$4,000          |
|  | Plus Current Year Balance >       | \$4,000          | \$4,000        | \$4,000           | \$2,000        | \$4,000          |
| 7/3/2013   | Mural Project at Senior Center    |                  |                | (500)             |                |                  |
| 7/3/2013   | Orange Grove Park Mural           |                  |                | 350               |                | 400              |
| 10/2/2013  | Nature Park Plants                |                  |                |                   |                | 500              |
| 11/20/2013   | Nature Park Surveillance Camera   |                  |                |                   |                | 400              |
| 2/5/2014   | Crossing Guard at Mission/Marengo | 1,000            |                |                   |                |                  |
| 3/19/2014  | Dog Park Planning & Design        | 1,000            |                |                   |                |                  |
| 4/9/2014   | The Place Teen Center             |                  |                | 500               |                |                  |
| 6/4/2014   | Comm. Emergency Response Team     |                  | 5,000          |                   |                |                  |
|  | <i>YTD Appropriations</i>         | <u>2,000</u>     | <u>5,000</u>   | <u>350</u>        | <u>0</u>       | <u>1,300</u>     |
| <b>Available at 6/30/14</b>                                    |                                   | <b>\$5,000</b>   | <b>\$5,000</b> | <b>\$6,350</b>    | <b>\$2,000</b> | <b>\$6,700</b>   |

| City Councilmembers Discretionary Funds<br>Fiscal Year 2014/15 |                                     |                  |                |                   |                |                  |
|--|-------------------------------------|------------------|----------------|-------------------|----------------|------------------|
| Date   |                                     | <u>Cacciotti</u> | <u>Joe</u>     | <u>Khubesrian</u> | <u>Mahmud</u>  | <u>Schneider</u> |
|  | Prior Year Balance >                | \$5,000          | \$5,000        | \$6,350           | \$2,000        | \$6,700          |
|  | Plus Current Year Balance >         | \$4,000          | \$4,000        | \$4,000           | \$4,000        | \$4,000          |
| 9/2/2014   | Tourn. of Roses Souvenir Booth      | 2,072            |                |                   |                |                  |
| 9/2/2014   | 10th Anniversary of the Nature Park | 250              | 250            |                   |                |                  |
| 11/5/2014  | Materials for "Tough Guise 2"       |                  |                | 650               |                |                  |
| 4/8/2015   | Eddie Park Bridge Project           | 200              |                |                   |                |                  |
| 4/8/2015   | Acquisition of Leo Politi Sculpture |                  |                |                   |                | 3000             |
|  | <i>YTD Appropriations</i>           | <u>2,522</u>     | <u>250</u>     | <u>650</u>        | <u>0</u>       | <u>3000</u>      |
| <b>Available at 4/22/15</b>                                    |                                     | <b>\$6,478</b>   | <b>\$8,750</b> | <b>\$9,700</b>    | <b>\$6,000</b> | <b>\$7,700</b>   |

Discretionary Fund Request for the Special Olympics  
April 22, 2015  
Page 3 of 3

**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*.

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: David Batt, Finance Director   
SUBJECT: **Discretionary Fund Request from Mayor Pro Tem Mahmud in the Amount of \$1,000 for the Purpose of the Community Garden**

## **Recommendation**

It is recommended that the City Council approve the request by Mayor Pro Tem Mahmud designating \$1,000 allocated for the purpose of purchasing materials and supplies for the South Pasadena Community Garden.

## **Fiscal Impact**

Funds are available in the FY 2014-15 Budget.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Background**

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2014-15 budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember/mayor. Discretionary funds must be used for a public purpose benefiting the City.

On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The table below displays the current Discretionary Fund balances, and excludes the requests being considered in this staff report.

## **Analysis**

Mayor Pro Tem Mahmud requested approval for the use of discretionary funds and received a second from Councilmember Klubesrian to place it on the agenda.

The South Pasadena Community Garden is scheduled to open on May 2, 2015. The proposed

Discretionary Fund Request for the Community Garden  
 April 22, 2015  
 Page 2 of 3

discretionary fund allocation will be used to offset the cost of purchasing the materials and supplies necessary to complete the construction of the facility.

| City Councilmembers Discretionary Funds<br>Fiscal Year 2013/14 |                                     |                  |                |                   |                |                  |
|--|-------------------------------------|------------------|----------------|-------------------|----------------|------------------|
| Date   |                                     | <u>Cacciotti</u> | <u>Joe</u>     | <u>Khubesrian</u> | <u>Mahmud</u>  | <u>Schneider</u> |
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| 10/2/2013  | Nature Park Plants                  |                  |                |                   |                | 500              |
| 11/20/2013   | Nature Park Surveillance Camera     |                  |                |                   |                | 400              |
| 2/5/2014   | Crossing Guard at Mission/Marengo   | 1,000            |                |                   |                |                  |
| 3/19/2014  | Dog Park Planning & Design          | 1,000            |                |                   |                |                  |
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| <b>Available at 6/30/14</b>                                    |                                     | <b>\$5,000</b>   | <b>\$5,000</b> | <b>\$6,350</b>    | <b>\$2,000</b> | <b>\$6,700</b>   |

| City Councilmembers Discretionary Funds<br>Fiscal Year 2014/15 |                                     |                  |                |                   |                |                  |
|--|-------------------------------------|------------------|----------------|-------------------|----------------|------------------|
| Date   |                                     | <u>Cacciotti</u> | <u>Joe</u>     | <u>Khubesrian</u> | <u>Mahmud</u>  | <u>Schneider</u> |
|  | Prior Year Balance >                | \$5,000          | \$5,000        | \$6,350           | \$2,000        | \$6,700          |
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| 9/2/2014   | 10th Anniversary of the Nature Park | 250              | 250            |                   |                |                  |
| 11/5/2014  | Materials for "Tough Guise 2"       |                  |                | 650               |                |                  |
| 4/8/2015   | Eddie Park Bridge Project           | 200              |                |                   |                |                  |
| 4/8/2015   | Acquisition of Leo Politi Sculpture |                  |                |                   |                | 3000             |
|  | <i>YTD Appropriations</i>           | <u>2,522</u>     | <u>250</u>     | <u>650</u>        | <u>0</u>       | <u>3000</u>      |
| <b>Available at 4/22/15</b>                                    |                                     | <b>\$6,478</b>   | <b>\$8,750</b> | <b>\$9,700</b>    | <b>\$6,000</b> | <b>\$7,700</b>   |

**Legal Review**

The City Attorney has not reviewed this item.

Discretionary Fund Request for the Community Garden  
April 22, 2015  
Page 3 of 3

**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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# 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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Margaret Lin, Principal Management Analyst *ML*  
SUBJECT: **Comment Letter on Behalf of the City Council to California Air Resources Board Regarding the Draft Sustainable Freight Discussion**

## **Recommendation**

It is recommended that the City Council authorize the attached letter of support regarding the California Air Resources Board's (CARB) Draft Sustainable Freight: Pathways to Zero and Near-Zero Emissions Discussion.

## **Fiscal Impact**

None.

## **Commission Review and Recommendation**

This matter was not reviewed by a commission.

## **Background**

Councilmember Cacciotti requested a letter be sent to CARB regarding their Draft Sustainable Freight Discussion, seconded by Mayor Pro Tem Mahmud, at the April 8, 2015 City Council Meeting.

## **Analysis**

On January 23, 2014, CARB adopted Resolution 14-2, which directed CARB staff to engage all interested stakeholders to provide input on the development of a Sustainable Freight Strategy. The Draft Sustainable Freight: Pathways to Zero and Near-Zero Emissions Discussion document was developed to outline CARB's vision of a clean freight system, and the steps necessary to achieve a zero and near-zero emission freight system. Following public comment and direction from the April 23, 2015 CARB Board meeting, CARB staff will finalize the document and begin developing the Sustainable Freight Strategy (Strategy). CARB staff anticipates the Strategy will be ready during the first half of 2016 and will include additional measures to reduce emissions to meet State Implementation Plan needs and objectives.

Letter of Support - CARB Sustainable Freight Strategy  
April 22, 2015  
Page 2 of 2

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

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**Attachment:**

Letter to CARB - Heather Arias



## CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL

1414 MISSION, SOUTH PASADENA, CA 91030

TEL: 626.403.7210 ▪ FAX: 626.403.7211

[WWW.SOUTHPASADENACA.GOV](http://WWW.SOUTHPASADENACA.GOV)

April 22, 2015

Heather Arias  
Freight Transport Branch  
California Air Resources Board  
1001 "I" Street  
Sacramento, CA 95812

Dear Ms. Arias,

The City of South Pasadena (City) appreciates the California Air Resources Board's (CARB) leadership in developing the Sustainable Freight Strategy. The Draft Sustainable Freight: Pathways to Zero and Near-Zero Emissions Discussion provides a great starting point to achieve the State's air quality, climate, and sustainability goals.

As the largest international trade gateway in the United States, the San Pedro Bay Ports contribute substantially to the global competitiveness of the region. The City recognizes the importance of goods movement for the region and is supportive of initiatives that aim to reduce emissions while efficiently meeting the demands of our growing economy. In addition, the City fully supports the development of innovative technologies and strategies that may reduce ambient levels of criteria pollutants, cancer, premature deaths, and hospitalizations associated with exposure to Particulate Matter 2.5.

The City looks forward to the development of the Sustainable Freight Strategy and supporting CARB's vision for a zero and near-zero emissions freight system. If you have any questions or comments please feel free to contact Sergio Gonzalez, City Manager, at [sgonzalez@southpasadenaca.gov](mailto:sgonzalez@southpasadenaca.gov) or (626) 403-7210.

Sincerely,

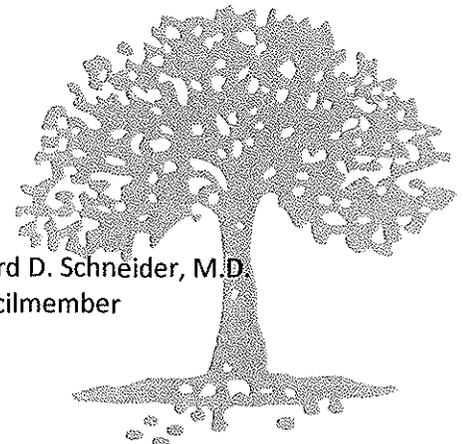
Robert S. Joe  
Mayor

Diana Mahmud  
Mayor Pro Tem

Michael A. Cacciotti  
Councilmember

Marina Khubesrian, M.D.  
Councilmember

Richard D. Schneider, M.D.  
Councilmember



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# City of South Pasadena Agenda Report

*Robert S. Joe, Mayor  
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Marina Khubesrian, M.D., Councilmember  
Richard D. Schneider, M.D., Councilmember*

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

COUNCIL AGENDA: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Margaret Lin, Principal Management Analyst *ML*  
SUBJECT: **Comment Letter on Behalf of the City Council to Caltrans  
Regarding the State Route 710 Public Comment Period and Cost  
Benefit Analysis**

## **Recommendation**

It is recommended that the City Council authorize the attached letter to Caltrans regarding the public comment period and Cost Benefit Analysis (CBA) for the State Route 710 (SR-710) Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS).

## **Fiscal Impact**

None.

## **Commission Review and Recommendation**

This matter was not reviewed by a commission.

## **Background**

Mayor Pro Tem Mahmud requested a letter be sent to Caltrans regarding the public comment period and CBA for the SR-710 Draft EIR/EIS, seconded by Councilmember Cacciotti, at the April 8, 2015 City Council Meeting.

## **Analysis**

During the December 11, 2013 meeting of the California Transportation Commission, Doug Failing (Metro) and Carrie Bowen (Caltrans District 7) stated that the CBA would be released concurrently with the Draft EIR/EIS. However, on March 2, 2015, the Draft EIR/EIS was released without the CBA. The 26,625-page Draft EIR/EIS was released with a 120-day public comment period. On April 2, 2015, Caltrans and Metro added two additional public hearings, for a total of four public hearings:

- Saturday, April 11, 2015 - East Los Angeles College
- Tuesday, April 14, 2015 - Pasadena Convention Center
- Wednesday, May 6, 2015 - La Cañada High School
- Thursday, May 7, 2015 - Los Angeles Christian Presbyterian Church

However, due to the lengthy volume and extremely technical nature of the Draft EIR/EIS, it is recommended that two additional public hearings be held towards the end of the public comment period to provide stakeholders with as much time as possible to review the documents and develop insightful comments. A proper evaluation of the Draft EIR/EIS would also require a comprehensive review of the CBA since many of the assumptions in the Draft EIR/EIS are based on the results of the CBA. It is strongly recommended that the 120-day public comment period be amended to start following the release of the CBA to the general public.

**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:**

Letter to Caltrans - Garrett Damarath



## CITY OF SOUTH PASADENA

OFFICE OF THE CITY COUNCIL  
1414 MISSION, SOUTH PASADENA, CA 91030  
TEL: 626.403.7210 ▪ FAX: 626.403.7211  
[WWW.SOUTHPASADENACA.GOV](http://WWW.SOUTHPASADENACA.GOV)

April 22, 2015

Garrett Damarath, Chief Environmental Planner  
Division of Environmental Planning  
Department of Transportation, District 7  
100 South Main Street, MS-16A  
Los Angeles, CA 90012

Dear Mr. Damarath,

The City of South Pasadena (City) was encouraged to see that Caltrans has scheduled two additional public hearings for the State Route 710 (SR-710) Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS). However, the City is concerned that the timing of the public hearings does not provide sufficient time for stakeholders to review the monumental Draft EIR/EIS, its supplemental documents, and develop informed public comments. The City requests that two additional public hearings be provided closer to the close of the public comment period in order to provide stakeholders with as much time as possible to review the 26,625-page document and provide meaningful public comments.

During the December 11, 2013 meeting of the California Transportation Commission in Riverside, Doug Failing (Metro) and Carrie Bowen (Caltrans District 7) stated that the Cost Benefit Analysis (CBA) would be released concurrently with the Draft EIR/EIS. The Draft EIR/EIS clearly states that the "Cost-Benefit Analysis has been prepared for the proposed project." Therefore, it is unclear why the CBA has not been made available to the public. The City has repeatedly requested a copy of the CBA and has received unreliable deadlines from Metro staff that have not been met. The City would like to, once again, request that the CBA be released for public review immediately.

In addition, the City would like to request that the 120-day public comment period be amended to begin after the release of the CBA. Failure to do so would misrepresent the proposed project and discredit the environmental review process. The City is hopeful that Caltrans is committed to providing a transparent process that includes ample opportunities for public comment.

The City anticipates providing additional comments during the current public review period and reserves the right to modify and provide additional comments, if the public comment period is extended.

If you have any questions or comments please feel free to contact Sergio Gonzalez, City Manager, at [sgonzalez@southpasadenaca.gov](mailto:sgonzalez@southpasadenaca.gov) or (626) 403-7210.

Sincerely,

Robert S. Joe  
Mayor

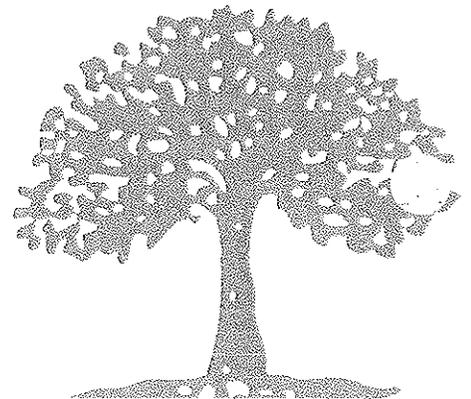
Diana Mahmud  
Mayor Pro Tem

Michael A. Cacciotti  
Councilmember

Marina Khubesrian, M.D.  
Councilmember

Richard D. Schneider, M.D.  
Councilmember

cc: South Pasadena City Manager



# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: April 22, 2015  
TO: Honorable Mayor and City Council  
FROM: Sergio Gonzalez, City Manager *SM*  
SUBJECT: **Authorize a Letter of Support for Assembly Bill 347 Regarding  
the Los Angeles County City Selection Committee Proxy Process**

## **Recommendation**

It is recommended that the City Council authorize submitting a letter of support for Assembly Bill 347 (AB 347) which would streamline the proxy process for the Los Angeles County City Selection Committee.

## **Fiscal Impact**

There is no fiscal impact.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Background**

The Los Angeles County City Selection Committee (Committee) has been unable to consistently reach quorums to fill elections to regional boards and commissions. The unique circumstances created by serving the largest county in the state, including traffic, distance, notification, and time of meetings contributes to the quorum challenges. In some cases this results in key appointments remaining vacant or unable to open for elections. AB 347, sponsored by Assemblymember Ling-Ling Chang, creates flexibility to allow the Committee to meet its quorum requirements with any mayor or city council member in attendance at the meeting.

## **Analysis**

Current law defines that the mayor of each city is a member of the city selection committee. If the mayor is unable to attend to vote at the meeting, the mayor is required to designate a member of the city council to attend and vote on her/his behalf. AB 347 specifies that if the mayor is not present, then another member of that city can vote, based on seniority. This creates an eligible voting member from a city if the mayor has not designated a delegate. Streamlining the proxy process will allow the Committee to meet its quorum requirements and conduct business in an efficient and expedited manner.

AB 347 Letter of Support  
April 22, 2015  
Page 2 of 2

**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*.

Attachments:

1. Letter of Support for AB 347
2. AB 347 Fact Sheet

**ATTACHMENT 1**  
Letter of Support  
AB 347



## CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: 626.403.7210 • FAX: 626.403.7211

[WWW.SOUTHPASADENACA.GOV](http://WWW.SOUTHPASADENACA.GOV)

The Honorable Ling-Ling Chang  
California State Assembly  
State Capitol, Room 3149  
Sacramento, CA95814

VIA FAX: (916) 319-2155

**RE: AB 347 (Chang) Los Angeles County City Selection Committee – Notice of Support**  
*As amended on March 26, 2015*

Dear Assemblymember Chang:

The City of South Pasadena supports your AB 347 (Chang), which streamlines quorum requirements for the Los Angeles County City Selection Committee to meet the unique needs of the largest county in the state.

AB 347 creates flexibility to allow the Los Angeles County City Selection Committee to meet its quorum requirements with any mayor or city council member in attendance at the meeting. Current law defines that the mayor of each city is a member of the city selection committee. If the mayor is unable to attend to vote at the meeting, the mayor is required to designate a member of the city council to attend and vote on her/his behalf. AB 347 specifies that if the mayor is not present at the Los Angeles County City Selection Committee, then another member of that city can vote, based on seniority. This creates an eligible voting member from a city if the mayor has not designated a delegate.

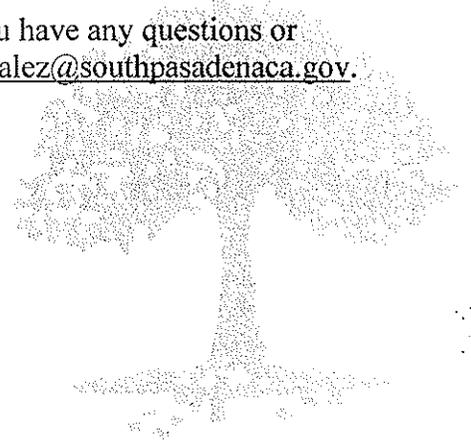
The Los Angeles County City Selection Committee has been unable to consistently reach quorums to fill elections to regional boards and commissions. In some cases this results in key appointments remaining vacant or unable to open for elections. We believe that the unique circumstances created by serving the largest county in the state, including traffic, distance, notification, and time of meetings contributes to the quorum challenges. AB 347 offers some flexibility to meet that challenge.

Given these reasons, the City of South Pasadena supports AB 347. If you have any questions or comments please direct them to Sergio Gonzalez, City Manager at [sgonzalez@southpasadenaca.gov](mailto:sgonzalez@southpasadenaca.gov).

Sincerely,

Robert S. Joe  
Mayor

cc: Jennifer Quan, League of California Cities, [jquan@cacities.org](mailto:jquan@cacities.org)  
South Pasadena City Council  
South Pasadena City Manager



**ATTACHMENT 2**  
AB 347  
Fact Sheet



# Assembly Bill 347 (Chang)

## LA County: Selection Committee

### Summary

---

AB 347 will update Los Angeles County's City Selection Committee procedures and streamline the Committee's proxy process by allowing other council members to vote if the Mayor is not present.

### Background

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A state law creating Sections 50270-50281 of the Government Code, became effective December 13, 1972, creating a city selection committee in each county and specifying its membership, powers and duties.

The sole purpose of a city selection committee is to appoint city representatives to such boards, commissions and agencies as may be required by law. The officers of the Committee include a chairman, a vice-chairman and the clerk of the Board of Supervisors who acts as the permanent secretary and recording officer.

The mayor of each city is a member of the City Selection Committee and if he/she is unable to attend and vote at the meeting, he/she is required to designate a member of the city council to attend and vote on his/her behalf.

Los Angeles County has 88 cities, spanning 4,000 square miles. Los Angeles County's City Selection Committee must meet in person and requires a quorum of 45 cities to vote.

Over the years, Los Angeles County's City Selection Committee has been unable to reach consistent quorums to fill the appointments, leading to frustration by mayors and councilmembers and in some cases, vacancies that remained open for years.

Changing the proxy designation would allow Los Angeles County's City Selection Committee to increase those eligible from each city to meet the necessary quorum.

### Proposal

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AB 347 will update Los Angeles County's City Selection Committee procedures by:

- Streamlining the proxy process.
- Specifying that if the Mayor is not present at the City Selection Committee, then another member of that city council can vote, based on seniority;
- Allowing Committee business to be taken up in an efficient and expedited manner.

### For More Information

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League of California Cities  
626-786-5142  
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Christopher Finarelli  
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Email: [Christopher.finarelli@asm.ca.gov](mailto:Christopher.finarelli@asm.ca.gov)

# 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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: David Batt, Finance Director   
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$735,073.68,  
General City Warrants in the Amount of \$1,453,394.76 and Payroll  
in the Amount of \$461,778.15**

## Recommendation

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

## Fiscal Impact

Prepaid Warrants:

Warrant # 187822 – 187885 \$ 735,073.68

General City Warrants:

Warrant # 187886 – 188017 \$ 1,453,394.76

Payroll 04-10-15

\$ 461,778.15

Total

\$ 2,650,246.59

## 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  
April 22, 2015  
Page 2 of 2

Attachments:

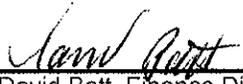
1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 04-10-15
5. Redevelopment Successor Agency Check Summary Total

**ATTACHMENT 1**  
**Warrant Summary**

City of South Pasadena  
Demand/Warrant Register  
Recap by fund

| Fund No.                       | Date 04.22.15   |                   |                     |                   |
|--------------------------------|-----------------|-------------------|---------------------|-------------------|
|                                | Prepaid         | Written           | Payroll             |                   |
| General Fund                   | 101             | 354,293.45        | 246,810.78          | 275,542.06        |
| Insurance Fund                 | 103             |                   |                     |                   |
| Facilities & Equip.Cap. Fund   | 105             |                   | 1,580.38            |                   |
| Local Transit Return "A"       | 205             |                   | 1,078.80            | 4,765.62          |
| Local Transit Return "C"       | 207             | 19,724.23         | 1,405.00            | 7,330.08          |
| Sewer Fund                     | 210             | 222.00            | 566.97              | 10,638.68         |
| CTCTraffic Improvement         | 211             |                   |                     | -                 |
| Street Lighting Fund           | 215             | 111.00            | 1,200.95            | 9,338.41          |
| Public,Education & Govt Fund   | 217             |                   |                     |                   |
| Clean Air Act Fund             | 218             |                   |                     | 58.00             |
| Business Improvement Tax       | 220             |                   | 126.00              |                   |
| Gold Line Mitigation Fund      | 223             |                   |                     |                   |
| Mission Meridian Public Garage | 226             |                   |                     |                   |
| Housing Authority Fund         | 228             |                   |                     |                   |
| State Gas Tax                  | 230             | 1,608.84          | 8,230.62            | 15,105.64         |
| County Park Bond Fund          | 232             |                   | 265.80              |                   |
| Measure R                      | 233             |                   |                     |                   |
| MSRC Grant Fund                | 238             |                   |                     |                   |
| Bike & Pedestrian Paths        | 245             |                   |                     |                   |
| Capital Growth Fund            | 255             |                   |                     |                   |
| CDBG                           | 260             |                   | 105,629.00          |                   |
| Asset Forfeiture               | 270             |                   |                     |                   |
| Police Grants - State          | 272             |                   |                     |                   |
| 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             |                   | 1,059,369.13        | 151.55            |
| Water Fund                     | 500             | 55,073.12         | 27,131.33           | 47,182.57         |
| Public Financing Authority     | 550             |                   |                     |                   |
| Payroll Clearing Fund          | 700             | 154,640.32        |                     | 83,890.19         |
| Employee Special Event Fund    | 900             |                   |                     |                   |
| Redev.Oblig.Retirement Fund    | 927             |                   |                     |                   |
| <b>Column Totals</b>           |                 | <b>585,672.96</b> | <b>1,453,394.76</b> | <b>454,002.80</b> |
| <b>City Report Totals</b>      |                 |                   | <b>2,493,070.52</b> |                   |
| <b>Recap by fund</b>           | <b>Fund No.</b> | <b>Amounts</b>    |                     |                   |
|                                |                 | <b>Prepaid</b>    | <b>Written</b>      | <b>Payroll</b>    |
| RSA                            | 227             | 149,400.72        | -                   | 7,775.35          |
| <b>Column Totals</b>           |                 | <b>149,400.72</b> | <b>-</b>            | <b>7,775.35</b>   |
| <b>RSA Report Totals</b>       |                 |                   | <b>157,176.07</b>   |                   |
|                                |                 | <b>Amounts</b>    |                     |                   |
|                                |                 | <b>Prepaid</b>    | <b>Written</b>      | <b>Payroll</b>    |
|                                |                 | 735,073.68        | 1,453,394.76        | 461,778.15        |
| <b>Grand Report Total</b>      |                 |                   | <b>2,650,246.59</b> |                   |

Robert S. Joe, Mayor

  
David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

**ATTACHMENT 2**  
**Prepaid Warrant List**

**Voided Checks**  
**187480    \$352,524.77**

**Abbey Graphics**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 7941           |                                |                        |          |
| 03/20/15            | Citywide UUT Flyer Mailings    | 101-2010-2011-8050-000 | 561.46   |
| 03/20/15            | Citywide Water Conserv Flyer M | 500-3010-3012-8032-000 | 1,970.46 |
| Ck. 04/02/15 187822 | Total                          |                        | 2,531.92 |

**AKD Consulting**

|                     |                                |                        |           |
|---------------------|--------------------------------|------------------------|-----------|
| Inv. CSP 2015-4     |                                |                        |           |
| 04/05/15            | Water Fac. & Capital Improv Pr | 500-6010-6711-8170-000 | 13,120.00 |
| Ck. 04/09/15 187855 | Total                          |                        | 13,120.00 |

**Amazon/SYNCB**

|                     |                     |                        |          |
|---------------------|---------------------|------------------------|----------|
| Inv. 004104998046   |                     |                        |          |
| 02/27/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 198.24   |
| Inv. 032138836332   |                     |                        |          |
| 02/11/15            | Comm. Svcs Supplies | 101-8030-8031-8110-000 | 532.97   |
| Inv. 059997332697   |                     |                        |          |
| 02/27/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 5.95     |
| Inv. 112098865853   |                     |                        |          |
| 03/02/15            | Comm. Svcs Supplies | 101-8030-8021-8020-000 | 140.61   |
| Inv. 196830996375   |                     |                        |          |
| 03/01/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 7.07     |
| Inv. 196831148521   |                     |                        |          |
| 03/01/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 21.78    |
| Inv. 196835146346   |                     |                        |          |
| 03/03/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 217.31   |
| Inv. 214379718881   |                     |                        |          |
| 02/25/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 82.88    |
| Inv. 236505126858   |                     |                        |          |
| 02/27/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 1,050.00 |
| Inv. 244695067975   |                     |                        |          |
| 03/02/15            | Comm. Svcs Supplies | 101-8030-8021-8110-000 | 202.72   |
| Inv. 263676946765   |                     |                        |          |
| 02/12/15            | Comm. Svcs Supplies | 101-8030-8031-8020-000 | 432.73   |
| Ck. 04/09/15 187856 | Total               |                        | 2,893.12 |

**AT & T U-Verse**

|                     |              |                        |       |
|---------------------|--------------|------------------------|-------|
| Inv. 130464796      |              |                        |       |
| 03/17/15            | 2/18-3/17/15 | 500-6010-6710-8150-000 | 67.00 |
| Ck. 04/09/15 187857 | Total        |                        | 67.00 |

**AT&T --Cingular Wireless**

|                      |                             |                        |        |
|----------------------|-----------------------------|------------------------|--------|
| Inv. 287258938988X03 |                             |                        |        |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 101-6010-6011-8020-000 | 107.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 500-6010-6710-8020-000 | 111.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 215-6010-6310-8020-000 | 111.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 210-6010-6501-8020-000 | 111.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 101-6010-6601-8020-000 | 111.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 210-6010-6501-8020-000 | 111.00 |
| 03/19/15             | PW Cell Phones 2/20-3/19/15 | 500-6010-6711-8020-000 | 111.07 |
| Ck. 04/09/15 187858  | Total                       |                        | 773.07 |

**Bernal, Ryan**

|                     |                                |                        |        |
|---------------------|--------------------------------|------------------------|--------|
| Inv. 4/1,8,15,29/15 |                                |                        |        |
| 04/07/15            | Reimb. PD Training Registratio | 101-4010-4011-8200-000 | 280.00 |
| Ck. 04/09/15 187859 | Total                          |                        | 280.00 |

**BLC LLC/FM Electric**

|           |                                |                        |           |
|-----------|--------------------------------|------------------------|-----------|
| Inv. 1604 |                                |                        |           |
| 02/23/15  | Garfield Park Tennis Court Lig | 101-9000-9335-9335-000 | 11,251.80 |

|                                     |                                |                        |           |
|-------------------------------------|--------------------------------|------------------------|-----------|
| ck. 04/02/15 187823                 | Total                          |                        | 11,251.80 |
| <b>CA Franchise Tax Board</b>       |                                |                        |           |
| Inv. P/R/E 4/5/15                   |                                |                        |           |
| 04/07/15                            | Garnishment                    | 700-0000-0000-2264-000 | 75.00     |
| Ck. 04/09/15 187837                 | Total                          |                        | 75.00     |
| <b>CA Police Chiefs Ass'n</b>       |                                |                        |           |
| Inv. 2015                           |                                |                        |           |
| 04/02/15                            | Associate Membership Fee-Cpt.M | 101-4010-4011-8060-000 | 125.00    |
| Ck. 04/09/15 187860                 | Total                          |                        | 125.00    |
| <b>Ca. State Disbursement Unit</b>  |                                |                        |           |
| Inv. P/R/E 4/5/15                   |                                |                        |           |
| 04/07/15                            | Garnishment                    | 700-0000-0000-2264-000 | 400.50    |
| Ck. 04/09/15 187838                 | Total                          |                        | 400.50    |
| <b>CAL PERS 457 PLAN</b>            |                                |                        |           |
| Inv. P/R/E 4/5/15                   |                                |                        |           |
| 04/07/15                            | Deferred Comp                  | 700-0000-0000-2260-000 | 3,262.07  |
| Ck. 04/09/15 187839                 | Total                          |                        | 3,262.07  |
| <b>Carnival Services</b>            |                                |                        |           |
| Inv. O6965                          |                                |                        |           |
| 01/27/15                            | Eggstravaganza Rides & Obstacl | 101-8030-8032-8264-000 | 927.82    |
| Ck. 04/02/15 187824                 | Total                          |                        | 927.82    |
| <b>an, Anthony</b>                  |                                |                        |           |
| Inv. P/R/E 4/5/15                   |                                |                        |           |
| 04/09/15                            | Movie Detail 4/1/15            | 101-0000-0000-2910-200 | 1,120.00  |
| Ck. 04/09/15 187840                 | Total                          |                        | 1,120.00  |
| <b>Chua, Lianne</b>                 |                                |                        |           |
| Inv. R58289                         |                                |                        |           |
| 04/06/15                            | Refund Spring Break Camp Class | 101-0000-0000-5270-002 | 190.00    |
| Ck. 04/09/15 187861                 | Total                          |                        | 190.00    |
| <b>Community Economic Solutions</b> |                                |                        |           |
| Inv. 1806                           |                                |                        |           |
| 07/08/14                            | Special Tax SP Public Library  | 101-8010-8011-8170-000 | 1,750.00  |
| Ck. 04/09/15 187862                 | Total                          |                        | 1,750.00  |
| <b>Creek, Michael</b>               |                                |                        |           |
| Inv. P/R/E 4/5/15                   |                                |                        |           |
| 04/09/15                            | Movie Detail 3/30/15           | 101-0000-0000-2910-200 | 560.00    |
| Inv. P/R/E 4/5/15 A                 |                                |                        |           |
| 04/09/15                            | Movie Detail 4/1/15            | 101-0000-0000-2910-200 | 1,120.00  |
| Inv. P/R/E 4/5/15 B                 |                                |                        |           |
| 04/09/15                            | Movie Detail 4/2/15            | 101-0000-0000-2910-200 | 840.00    |
| Ck. 04/09/15 187841                 | Total                          |                        | 2,520.00  |
| <b>David Arakelian Tinting</b>      |                                |                        |           |
| Inv. 029320                         |                                |                        |           |
| 04/02/15                            | PD Unit#0521 Window Tint       | 101-4010-4011-8100-000 | 120.00    |
| Inv. 029321                         |                                |                        |           |
| 04/02/15                            | PD Unit#0219 Remove&Redo Windo | 101-4010-4011-8100-000 | 240.00    |
| Inv. 029322                         |                                |                        |           |
| 04/02/15                            | PD Unit#0213 Remove&Redo Windo | 101-4010-4011-8100-000 | 240.00    |
| Inv. 029323                         |                                |                        |           |
| 04/02/15                            | PD Unit#0218 Window Tint       | 101-4010-4011-8100-000 | 120.00    |

|                              |                                |                        |  |            |
|------------------------------|--------------------------------|------------------------|--|------------|
| Inv. 029324                  |                                |                        |  |            |
| 04/02/15                     | PD Unit#1102 Window Tint       | 101-4010-4011-8100-000 |  | 120.00     |
| Inv. 029325                  |                                |                        |  |            |
| 04/02/15                     | PD Unit#0317 Window Tint       | 101-4010-4011-8100-000 |  | 120.00     |
| Ck. 04/09/15 187863          | Total                          |                        |  | 960.00     |
| <b>Deutsch, Linda</b>        |                                |                        |  |            |
| Inv. 4/10/15                 |                                |                        |  |            |
| 04/02/15                     | Key Note Volunteer Recognition | 101-8010-8011-8257-000 |  | 200.00     |
| Ck. 04/02/15 187825          | Total                          |                        |  | 200.00     |
| <b>E. D. D.</b>              |                                |                        |  |            |
| Inv. P/R/E 4/5/15            |                                |                        |  |            |
| 04/07/15                     | State w/h Tax                  | 700-0000-0000-2220-000 |  | 22,280.79  |
| Ck. 04/09/15 187842          | Total                          |                        |  | 22,280.79  |
| <b>Earley, William</b>       |                                |                        |  |            |
| Inv. 3/30-4/3/15             |                                |                        |  |            |
| 04/06/15                     | Reimb. PD Training Expenses    | 101-4010-4011-8200-000 |  | 1,042.21   |
| Ck. 04/09/15 187864          | Total                          |                        |  | 1,042.21   |
| <b>Ellen's Silkscreening</b> |                                |                        |  |            |
| Inv. 54459                   |                                |                        |  |            |
| 02/12/15                     | PD K9 Uniform Shirts with Artw | 101-4010-4011-8170-000 |  | 735.86     |
| Ck. 04/09/15 187865          | Total                          |                        |  | 735.86     |
| <b>Excel Paving Co.</b>      |                                |                        |  |            |
| Inv. 3-23290                 |                                |                        |  |            |
| 01/31/15                     | Street Improvement Project     | 207-9000-9390-9390-000 |  | 19,724     |
| 01/31/15                     | Street Improvement Project     | 500-9000-9390-9390-000 |  | 36,385.66  |
| 01/31/15                     | Street Improvement Project     | 101-9000-9390-9390-000 |  | 76,085.98  |
| 01/31/15                     | Street Improvement Project     | 101-9000-9341-9341-000 |  | 91,465.86  |
| 01/31/15                     | Street Improvement Project     | 101-9000-9340-9340-000 |  | 128,863.70 |
| Ck. 04/09/15 187866          | Total                          |                        |  | 352,524.77 |
| <b>Golden West College</b>   |                                |                        |  |            |
| Inv. 5/4-8/15                |                                |                        |  |            |
| 04/09/15                     | PD Training Registration-PA Pa | 101-4010-4011-8210-000 |  | 104.50     |
| Ck. 04/09/15 187867          | Total                          |                        |  | 104.50     |
| <b>Goldman, Amber</b>        |                                |                        |  |            |
| Inv. R58288                  |                                |                        |  |            |
| 04/06/15                     | Refund Spring Break Camp Med   | 101-0000-0000-5270-002 |  | 349.00     |
| Ck. 04/09/15 187868          | Total                          |                        |  | 349.00     |
| <b>Gomez, Ian</b>            |                                |                        |  |            |
| Inv. R58287                  |                                |                        |  |            |
| 04/06/15                     | Refund Spring Break Camp Class | 101-0000-0000-5270-002 |  | 159.00     |
| Ck. 04/09/15 187869          | Total                          |                        |  | 159.00     |
| <b>Hall, Yvette</b>          |                                |                        |  |            |
| Inv. 10/2/14                 |                                |                        |  |            |
| 04/01/15                     | Reimb. Mileage to LAC Registra | 101-1020-1021-8070-000 |  | 16.80      |
| Ck. 04/09/15 187870          | Total                          |                        |  | 16.80      |
| <b>Hayes, Lynn</b>           |                                |                        |  |            |
| Inv. R58286                  |                                |                        |  |            |
| 04/06/15                     | Refund Spring Break Camp Class | 101-0000-0000-5270-002 |  | 159.       |
| Ck. 04/09/15 187871          | Total                          |                        |  | 159.00     |

|                                     |                                |                        |          |
|-------------------------------------|--------------------------------|------------------------|----------|
| <b>MA</b>                           |                                |                        |          |
| Inv. P/R/E 4/5/15                   |                                |                        |          |
| 04/07/15                            | Deferred Comp                  | 700-0000-0000-2260-000 | 5,546.92 |
| Ck. 04/09/15 187843                 | Total                          |                        | 5,546.92 |
| <b>Innovative Promotions</b>        |                                |                        |          |
| Inv. 15991                          |                                |                        |          |
| 04/07/15                            | WaterConservationMessageReusab | 500-3010-3012-8032-000 | 976.49   |
| Ck. 04/09/15 187872                 | Total                          |                        | 976.49   |
| <b>Integrated EOD Concepts</b>      |                                |                        |          |
| Inv. 4/6-10/15                      |                                |                        |          |
| 04/01/15                            | PD Training-K9 Handler Cpl. Ro | 101-4010-4011-8200-000 | 750.00   |
| Ck. 04/02/15 187826                 | Total                          |                        | 750.00   |
| <b>Integrated Tactical Concepts</b> |                                |                        |          |
| Inv. 5/5-7/15                       |                                |                        |          |
| 04/08/15                            | PD Training Registraton-SET Te | 101-4010-4011-8200-000 | 1,650.00 |
| Ck. 04/09/15 187873                 | Total                          |                        | 1,650.00 |
| <b>Izurietta Fence Company</b>      |                                |                        |          |
| Inv. 01096                          |                                |                        |          |
| 04/02/15                            | Comm.Garden East Fence Install | 101-9000-9185-9185-000 | 3,500.00 |
| Ck. 04/09/15 187874                 | Total                          |                        | 3,500.00 |
| <b>Lunnon, Joseph</b>               |                                |                        |          |
| Inv. P/R/E 4/5/15                   |                                |                        |          |
| 04/09/15                            | Movie Detail 3/24/15           | 101-0000-0000-2910-200 | 647.50   |
| Inv. P/R/E 4/5/15 A                 |                                |                        |          |
| 04/09/15                            | Movie Detail 3/26/15           | 101-0000-0000-2910-200 | 560.00   |
| Inv. P/R/E 4/5/15 B                 |                                |                        |          |
| 04/09/15                            | Movie Detail 3/27/15           | 101-0000-0000-2910-200 | 892.50   |
| Inv. P/R/E 4/5/15 C                 |                                |                        |          |
| 04/09/15                            | Movie Detail 3/30/15           | 101-0000-0000-2910-200 | 980.00   |
| Inv. P/R/E 4/5/15 D                 |                                |                        |          |
| 04/09/15                            | Movie Detail 3/31/15           | 101-0000-0000-2910-200 | 805.00   |
| Inv. P/R/E 4/5/15 E                 |                                |                        |          |
| 04/09/15                            | Movie Detail 4/1/15            | 101-0000-0000-2910-200 | 560.00   |
| Inv. P/R/E 4/5/15 F                 |                                |                        |          |
| 04/09/15                            | Movie Detail 4/2/15            | 101-0000-0000-2910-200 | 840.00   |
| Ck. 04/09/15 187844                 | Total                          |                        | 5,285.00 |
| <b>Manukian, Avick</b>              |                                |                        |          |
| Inv. 5/5-7/15                       |                                |                        |          |
| 04/09/15                            | Reimb. PD Training Expense     | 101-4010-4011-8200-000 | 468.00   |
| Ck. 04/09/15 187875                 | Total                          |                        | 468.00   |
| <b>McKelvey Construction</b>        |                                |                        |          |
| Inv. #05                            |                                |                        |          |
| 03/16/15                            | IT Room Remodel Project        | 101-9000-9000-9000-000 | 6,749.75 |
| Ck. 04/02/15 187827                 | Total                          |                        | 6,749.75 |
| <b>Mejia, Michael</b>               |                                |                        |          |
| Inv. P/R/E 4/5/15                   |                                |                        |          |
| 04/09/15                            | Movie Detail 3/26/15           | 101-0000-0000-2910-200 | 770.00   |
| Inv. P/R/E 4/5/15 A                 |                                |                        |          |
| 04/09/15                            | Movie Detail 4/1/15            | 101-0000-0000-2910-200 | 1,120.00 |
| 04/09/15 187845                     | Total                          |                        | 1,890.00 |

**Merit Oil Company**

|                     |                        |                        |  |          |
|---------------------|------------------------|------------------------|--|----------|
| Inv. 288209         |                        |                        |  |          |
| 03/18/15            | Fuel for City Vehicles | 101-2010-2011-8100-000 |  | 132.74   |
| 03/18/15            | Fuel for City Vehicles | 101-6010-6011-8100-000 |  | 132.74   |
| 03/18/15            | Fuel for City Vehicles | 101-7010-7101-8100-000 |  | 132.74   |
| 03/18/15            | Fuel for City Vehicles | 101-5010-5011-8100-000 |  | 530.93   |
| 03/18/15            | Fuel for City Vehicles | 101-4010-4011-8105-000 |  | 5,707.57 |
| Ck. 04/02/15 187828 | Total                  |                        |  | 6,636.72 |

**MMASC**

|                     |                                |                        |  |        |
|---------------------|--------------------------------|------------------------|--|--------|
| Inv. 4/9/15         |                                |                        |  |        |
| 04/02/15            | CMO Staff Admin Fee Prof. Deve | 101-2010-2011-8090-000 |  | 190.00 |
| Ck. 04/02/15 187829 | Total                          |                        |  | 190.00 |

**Mok, Leepeng**

|                     |                                |                        |  |        |
|---------------------|--------------------------------|------------------------|--|--------|
| Inv. R58284         |                                |                        |  |        |
| 04/03/15            | Refund Spring Break Camp Class | 101-0000-0000-5270-002 |  | 159.00 |
| Ck. 04/09/15 187876 | Total                          |                        |  | 159.00 |

**NUFIC**

|                     |               |                        |  |          |
|---------------------|---------------|------------------------|--|----------|
| Inv. P/R/E 4/5/15   |               |                        |  |          |
| 04/07/15            | A.D. & D. Ins | 700-0000-0000-2256-000 |  | 1,171.30 |
| Ck. 04/09/15 187846 | Total         |                        |  | 1,171.30 |

**Pacheco, Cynthia**

|                     |                             |                        |  |        |
|---------------------|-----------------------------|------------------------|--|--------|
| Inv. 5/4-8/15       |                             |                        |  |        |
| 04/09/15            | Reimb. PD Training Expenses | 101-4010-4011-8210-000 |  | 692.95 |
| Ck. 04/09/15 187877 | Total                       |                        |  | 692.95 |

**Pasadena Water & Power**

|                     |                                |                        |  |          |
|---------------------|--------------------------------|------------------------|--|----------|
| Inv. 80176-1        |                                |                        |  |          |
| 03/23/15            | Water Use 60 E. State St. 2/11 | 500-6010-6711-8231-000 |  | 2,332.10 |
| Ck. 04/09/15 187878 | Total                          |                        |  | 2,332.10 |

**Penn. Ann**

|                     |                               |                        |  |        |
|---------------------|-------------------------------|------------------------|--|--------|
| Inv. 3/30/15        |                               |                        |  |        |
| 04/02/15            | Reimb. Volunteer Recogn Lunch | 101-8010-8011-8257-000 |  | 107.80 |
| Ck. 04/02/15 187830 | Total                         |                        |  | 107.80 |

**Pers Retirement**

|                     |                                |                        |  |            |
|---------------------|--------------------------------|------------------------|--|------------|
| Inv. P/R/E 4/5/15   |                                |                        |  |            |
| 04/07/15            | Retirement Svc Period 3/23-4/5 | 700-0000-0000-2240-000 |  | 107,982.26 |
| Ck. 04/09/15 187847 | Total                          |                        |  | 107,982.26 |

**PETTY CASH - Recreation**

|                     |                   |                        |  |        |
|---------------------|-------------------|------------------------|--|--------|
| Inv. 3/30/15        |                   |                        |  |        |
| 03/30/15            | Reimb. Petty Cash | 101-8030-8021-8020-000 |  | 4.34   |
| 03/30/15            | Reimb. Petty Cash | 101-8030-8032-8264-000 |  | 49.03  |
| 03/30/15            | Reimb. Petty Cash | 101-8030-8032-8020-000 |  | 97.38  |
| 03/30/15            | Reimb. Petty Cash | 101-8030-8032-8268-000 |  | 425.45 |
| Ck. 04/02/15 187831 | Total             |                        |  | 576.20 |

**PETTY CASH - Sr. Center**

|              |                   |                        |  |       |
|--------------|-------------------|------------------------|--|-------|
| Inv. 3/31/15 |                   |                        |  |       |
| 03/31/15     | Reimb. Petty Cash | 101-8030-8021-8010-000 |  | 0.98  |
| 03/31/15     | Reimb. Petty Cash | 101-8030-8021-8264-000 |  | 11.59 |
| 03/31/15     | Reimb. Petty Cash | 101-0000-0000-5265-004 |  | 20.00 |
| 03/31/15     | Reimb. Petty Cash | 101-8030-8031-8020-000 |  | 35.00 |
| 03/31/15     | Reimb. Petty Cash | 101-0000-0000-2994-001 |  | 77.99 |
| 03/31/15     | Reimb. Petty Cash | 101-8030-8021-8090-000 |  | 88.79 |

|                                       |                                |                        |          |
|---------------------------------------|--------------------------------|------------------------|----------|
| 03/31/15                              | Reimb. Petty Cash              | 101-8030-8021-8020-000 | 246.03   |
| Ck. 04/02/15 187832                   | Total                          |                        | 480.38   |
| <b>Plumbing Wholesale Outlet Inc</b>  |                                |                        |          |
| Inv. 252837                           |                                |                        |          |
| 01/26/15                              | Citywide Ice Machine Filters   | 101-6010-6601-8020-000 | 369.23   |
| Inv. 252838                           |                                |                        |          |
| 01/26/15                              | Citywide Toilets & Urinals Par | 101-6010-6601-8020-000 | 98.66    |
| 01/26/15                              | Citywide Toilets & Urinals Par | 101-6010-6601-8120-000 | 98.67    |
| Inv. 252977                           |                                |                        |          |
| 01/28/15                              | Eddie Park House Faucet & Plum | 101-6010-6601-8020-000 | 94.57    |
| 01/28/15                              | Eddie Park House Faucet & Plum | 101-6010-6601-8120-000 | 94.57    |
| Ck. 04/02/15 187833                   | Total                          |                        | 755.70   |
| <b>Postmaster</b>                     |                                |                        |          |
| Inv. Permit #183                      |                                |                        |          |
| 04/08/15                              | Sr.Center Newsletter Bulk Mail | 101-8030-8021-8010-000 | 900.00   |
| Ck. 04/09/15 187879                   | Total                          |                        | 900.00   |
| <b>Prudential Ins. Company of Ame</b> |                                |                        |          |
| Inv. P/R/E 4/5/15                     |                                |                        |          |
| 04/07/15                              | Life Ins.                      | 700-0000-0000-2254-000 | 1,012.50 |
| Ck. 04/09/15 187848                   | Total                          |                        | 1,012.50 |
| <b>Razo, Israel</b>                   |                                |                        |          |
| Inv. Spring 2015                      |                                |                        |          |
| 04/06/15                              | Reimb. Fire Investigation 1A C | 101-5010-5011-8060-000 | 115.00   |
| 04/09/15 187880                       | Total                          |                        | 115.00   |
| <b>S.P.Firefighters L-3657</b>        |                                |                        |          |
| Inv. P/R/E 4/5/15                     |                                |                        |          |
| 04/07/15                              | Assn Dues                      | 700-0000-0000-2250-000 | 2,800.00 |
| Inv. P/R/E 4/5/15A                    |                                |                        |          |
| 04/07/15                              | Ins                            | 700-0000-0000-2252-000 | 180.74   |
| Ck. 04/09/15 187849                   | Total                          |                        | 2,980.74 |
| <b>S.P.P. O. A.</b>                   |                                |                        |          |
| Inv. P/R/E 4/5/15                     |                                |                        |          |
| 04/07/15                              | Assn Dues & Ins                | 700-0000-0000-2246-000 | 5,175.36 |
| Ck. 04/09/15 187850                   | Total                          |                        | 5,175.36 |
| <b>S.P.Public Srvc Empl. Ass'n</b>    |                                |                        |          |
| Inv. P/R/E 4/5/15                     |                                |                        |          |
| 04/07/15                              | Assn Dues & Svc Fee            | 700-0000-0000-2248-000 | 1,737.00 |
| Ck. 04/09/15 187851                   | Total                          |                        | 1,737.00 |
| <b>Sanchez, Michael</b>               |                                |                        |          |
| Inv. 4/1,8,15,29/15                   |                                |                        |          |
| 04/06/15                              | Reimb. PD Training Registratio | 101-4010-4011-8200-000 | 280.00   |
| Ck. 04/09/15 187881                   | Total                          |                        | 280.00   |
| <b>South Pasadena Part Time Emplo</b> |                                |                        |          |
| Inv. P/R/E 4/5/15                     |                                |                        |          |
| 04/07/15                              | Part Time Assn Dues            | 700-0000-0000-2249-000 | 592.00   |
| Ck. 04/09/15 187852                   | Total                          |                        | 592.00   |
| <b>Special Olympics World Games</b>   |                                |                        |          |
| Inv. 2015                             |                                |                        |          |
| 04/07/15                              | SpecialOlympicPin-HostTownSout | 101-2010-2011-8020-000 | 200.00   |

|   |                                |                        |                   |
|---|--------------------------------|------------------------|-------------------|
| Ck. 04/09/15 187882                       | Total                          |                        | 200.              |
| <b>Stirling, Carolyn</b>                  |                                |                        |                   |
| Inv. R58087                               |                                |                        |                   |
| 03/31/15                                  | Refund Partial Belly Dance Cla | 101-0000-0000-5270-002 | 9.60              |
| Ck. 04/02/15 187834                       | Total                          |                        | 9.60              |
| <b>Time Warner Cable</b>                  |                                |                        |                   |
| Inv. 008 0070193                          |                                |                        |                   |
| 04/01/15                                  | Skate Park Cable 4/1-30/15     | 101-4010-4011-8110-000 | 73.96             |
| Ck. 04/09/15 187883                       | Total                          |                        | 73.96             |
| <b>Titan Environmental Solutions</b>      |                                |                        |                   |
| Inv. 11039564                             |                                |                        |                   |
| 03/27/15                                  | Iron Works Museum Lead Test Sv | 101-8030-8031-8120-000 | 550.00            |
| Ck. 04/02/15 187835                       | Total                          |                        | 550.00            |
| <b>Union Bank of CA</b>                   |                                |                        |                   |
| Inv. 6711646701                           |                                |                        |                   |
| 03/26/15                                  | Downtown Revitalization Redeve | 227-0000-0000-1001-000 | (1,658.66)        |
| 03/26/15                                  | Downtown Revitalization Redeve | 227-7200-7211-8331-000 | 46,059.38         |
| 03/26/15                                  | Downtown Revitalization Redeve | 227-7200-7211-8330-000 | 105,000.00        |
| Ck. 04/09/15 187884                       | Total                          |                        | 149,400.72        |
| <b>United Way</b>                         |                                |                        |                   |
| Inv. P/R/E 4/5/15                         |                                |                        |                   |
| 04/07/15                                  | Payroll Deduction              | 700-0000-0000-2258-000 | 6.00              |
| Ck. 04/09/15 187853                       | Total                          |                        | 6.00              |
| <b>Voya Financial</b>                     |                                |                        |                   |
| Inv. P/R/E 4/5/15                         |                                |                        |                   |
| 04/07/15                                  | Deferred Comp                  | 700-0000-0000-2260-000 | 2,417.88          |
| Ck. 04/09/15 187854                       | Total                          |                        | 2,417.88          |
| <b>Vulcan Materials Co. &amp; Affilia</b> |                                |                        |                   |
| Inv. 70711594                             |                                |                        |                   |
| 03/16/15                                  | Tack for Street Repairs        | 230-6010-6116-8020-000 | 1,608.84          |
| Ck. 04/09/15 187885                       | Total                          |                        | 1,608.84          |
| <b>Wilcox, Nathalie</b>                   |                                |                        |                   |
| Inv. 4/2/15                               |                                |                        |                   |
| 04/02/15                                  | Reimb. Eggstravaganza Event Su | 101-0000-0000-2995-001 | 294.28            |
| Ck. 04/02/15 187836                       | Total                          |                        | 294.28            |
| <b>Total</b>                              |                                |                        | <b>735,073.68</b> |

**ATTACHMENT 3**  
**General City Warrant List**

**Acorn Technology Corp.**

|                     |                 |  |                        |           |
|---------------------|-----------------|--|------------------------|-----------|
| Inv. 17059          |                 |  |                        |           |
| 12/31/14            | IT Svcs 12/14   |  | 101-3010-3032-8170-000 | 5,200.00  |
| Inv. 17062          |                 |  |                        |           |
| 02/28/15            | PD IT Svcs 2/15 |  | 101-4010-4011-8170-000 | 1,147.50  |
| 02/28/15            | IT Svcs 2/15    |  | 101-3010-3032-8170-000 | 5,807.50  |
| Inv. 17063          |                 |  |                        |           |
| 01/31/15            | PD IT Svcs 1/15 |  | 101-4010-4011-8170-000 | 3,222.50  |
| 01/31/15            | IT Svcs 1/15    |  | 101-3010-3032-8170-000 | 5,497.50  |
| Ck. 04/22/15 187886 | Total           |  |                        | 20,875.00 |

**Albright Lighting Plastics LLC**

|                     |                                |  |                        |        |
|---------------------|--------------------------------|--|------------------------|--------|
| Inv. 29123          |                                |  |                        |        |
| 03/27/15            | Garfield St. LED St. Lamp Retr |  | 215-6010-6201-8020-000 | 454.67 |
| Ck. 04/22/15 187887 | Total                          |  |                        | 454.67 |

**Alhambra Car Wash**

|                     |                      |  |                        |       |
|---------------------|----------------------|--|------------------------|-------|
| Inv. 19537          |                      |  |                        |       |
| 04/08/15            | PD Unit# 1102 Detail |  | 101-4010-4011-8100-000 | 90.00 |
| Ck. 04/22/15 187888 | Total                |  |                        | 90.00 |

**American Library Ass'n.**

|                     |                            |  |                        |        |
|---------------------|----------------------------|--|------------------------|--------|
| Inv. 0012880        |                            |  |                        |        |
| 04/01/15            | Membership-Steve Fjeldsted |  | 101-8010-8011-8060-000 | 135.00 |
| Ck. 04/22/15 187889 | Total                      |  |                        | 135.00 |

**Anderson Business Technology**

|                     |                            |  |                        |       |
|---------------------|----------------------------|--|------------------------|-------|
| Inv. 200317         |                            |  |                        |       |
| 03/30/15            | Typewriter Repair & Maint. |  | 101-8010-8011-8110-000 | 103.  |
| Ck. 04/22/15 187890 | Total                      |  |                        | 103.. |

**Andrews, Loretta**

|                     |                             |  |                        |        |
|---------------------|-----------------------------|--|------------------------|--------|
| Inv. Win/Spr 2015   |                             |  |                        |        |
| 04/08/15            | Instructor Hawaiian Classes |  | 101-8030-8032-8267-000 | 234.00 |
| Ck. 04/22/15 187891 | Total                       |  |                        | 234.00 |

**Antrim's Security Co., Inc.**

|                     |                                |  |                        |        |
|---------------------|--------------------------------|--|------------------------|--------|
| Inv. 46879          |                                |  |                        |        |
| 03/24/15            | Lib & Council Chambers Duplica |  | 101-6010-6601-8020-000 | 39.24  |
| 03/24/15            | Lib & Council Chambers Duplica |  | 101-6010-6601-8120-000 | 39.24  |
| Inv. 46908          |                                |  |                        |        |
| 03/12/15            | Emergency Lock Change          |  | 101-6010-6601-8120-000 | 225.00 |
| 03/12/15            | Emergency Lock Change          |  | 101-6010-6601-8020-000 | 225.00 |
| Ck. 04/22/15 187892 | Total                          |  |                        | 528.48 |

**Aramark Uniform Services**

|                |             |  |                        |       |
|----------------|-------------|--|------------------------|-------|
| Inv. 530506759 |             |  |                        |       |
| 03/26/15       | Uniform Svc |  | 215-6010-6310-8132-000 | 14.00 |
| 03/26/15       | Uniform Svc |  | 500-6010-6711-8132-000 | 14.70 |
| 03/26/15       | Uniform Svc |  | 500-6010-6710-8132-000 | 14.70 |
| 03/26/15       | Uniform Svc |  | 101-6010-6601-8132-000 | 14.70 |
| 03/26/15       | Uniform Svc |  | 215-6010-6201-8132-000 | 14.70 |
| 03/26/15       | Uniform Svc |  | 230-6010-6116-8132-000 | 25.15 |
| 03/26/15       | Uniform Svc |  | 210-6010-6501-8132-000 | 25.17 |
| Inv. 530523767 |             |  |                        |       |
| 04/02/15       | Uniform Svc |  | 500-6010-6711-8132-000 | 14.70 |
| 04/02/15       | Uniform Svc |  | 500-6010-6710-8132-000 | 14.70 |
| 04/02/15       | Uniform Svc |  | 230-6010-6116-8132-000 | 14.   |
| 04/02/15       | Uniform Svc |  | 210-6010-6501-8132-000 | 14.70 |
| 04/02/15       | Uniform Svc |  | 101-6010-6601-8132-000 | 14.70 |

|                     |             |                        |        |
|---------------------|-------------|------------------------|--------|
| 04/02/15            | Uniform Svc | 215-6010-6201-8132-000 | 14.70  |
| 04/02/15            | Uniform Svc | 215-6010-6310-8132-000 | 14.75  |
| Ck. 04/22/15 187893 | Total       |                        | 226.07 |

**ARC**

|                     |                  |                        |        |
|---------------------|------------------|------------------------|--------|
| Inv. 8005224        |                  |                        |        |
| 04/01/15            | CPS Installation | 101-6010-6011-8050-000 | 107.98 |
| Ck. 04/22/15 187894 | Total            |                        | 107.98 |

**Armstrong Lock & Safe Co.**

|                     |                        |                        |        |
|---------------------|------------------------|------------------------|--------|
| Inv. 64275          |                        |                        |        |
| 04/09/15            | PD Duplication of Keys | 101-4010-4011-8120-000 | 241.98 |
| Ck. 04/22/15 187895 | Total                  |                        | 241.98 |

**Artic Mechanical Inc.**

|                     |                               |                        |        |
|---------------------|-------------------------------|------------------------|--------|
| Inv. 140715-469     |                               |                        |        |
| 03/31/15            | A/C Maint. @ Council Chambers | 101-6010-6601-8120-000 | 240.00 |
| Inv. 140715-470     |                               |                        |        |
| 03/30/15            | A/C Maint. @ FD               | 101-6010-6601-8120-000 | 240.00 |
| Inv. 140715-475     |                               |                        |        |
| 04/02/15            | A/C Maint. @ PD               | 101-6010-6601-8120-000 | 240.00 |
| Inv. 140715-480     |                               |                        |        |
| 03/31/15            | A/C Maint. @ WMB              | 101-6010-6601-8120-000 | 100.00 |
| Ck. 04/22/15 187896 | Total                         |                        | 820.00 |

**AT&T --Cingular Wireless**

|                      |                             |                        |       |
|----------------------|-----------------------------|------------------------|-------|
| Inv. 879338213X03232 |                             |                        |       |
| 03/15/15             | FD Cell Phones 2/16-3/15/15 | 101-3010-3032-8150-000 | 87.04 |
| 04/22/15 187897      | Total                       |                        | 87.04 |

**Audio Editions**

|                     |                          |                        |       |
|---------------------|--------------------------|------------------------|-------|
| Inv. 1541361        |                          |                        |       |
| 03/24/15            | Books on CAssette & CD's | 101-8010-8011-8080-000 | 48.58 |
| Ck. 04/22/15 187898 | Total                    |                        | 48.58 |

**Avalon Property Services, Inc.**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 20914          |                                |                        |          |
| 04/01/15            | Garfield Park Unlocking Restro | 232-6010-6417-8180-000 | 88.60    |
| 04/01/15            | Bus Stop Maint,Sweeping & Tras | 101-6010-6601-8180-000 | 2,237.91 |
| Inv. 20915          |                                |                        |          |
| 04/01/15            | Arroyo Park Unlocking Restroom | 232-6010-6417-8180-000 | 88.60    |
| 04/01/15            | OrangeGrove Park Unlocking Res | 232-6010-6417-8180-000 | 88.60    |
| Inv. 20916          |                                |                        |          |
| 04/01/15            | Mission Meridian Sweeping 4/15 | 101-6010-6601-8180-000 | 708.78   |
| Ck. 04/22/15 187899 | Total                          |                        | 3,212.49 |

**Baker & Taylor Entertainment**

|                |              |                        |        |
|----------------|--------------|------------------------|--------|
| Inv. M66373660 |              |                        |        |
| 03/04/15       | CD's & DVD's | 101-8010-8011-8080-000 | 15.31  |
| Inv. T17662120 |              |                        |        |
| 03/16/15       | CD's & DVD's | 101-8010-8011-8080-000 | 10.48  |
| Inv. T17662121 |              |                        |        |
| 03/16/15       | CD's & DVD's | 101-8010-8011-8080-000 | 11.28  |
| Inv. T17954440 |              |                        |        |
| 03/27/15       | CD's & DVD's | 101-8010-8011-8080-000 | 12.90  |
| Inv. T18028100 |              |                        |        |
| 03/23/15       | CD's & DVD's | 101-8010-8011-8080-000 | 74.37  |
| Inv. T18252480 |              |                        |        |
| 03/24/15       | CD's & DVD's | 101-8010-8011-8080-000 | 64.22  |
| Inv. T18369680 |              |                        |        |
| 03/27/15       | CD's & DVD's | 101-8010-8011-8080-000 | 191.84 |

|   |                                |                        |  |          |
|---|--------------------------------|------------------------|--|----------|
| Inv. T18530550                            |                                |                        |  |          |
| 03/31/15                                  | CD's & DVD's                   | 101-8010-8011-8080-000 |  | 72.72    |
| Inv. T18683490                            |                                |                        |  |          |
| 04/02/15                                  | CD's & DVD's                   | 101-8010-8011-8080-000 |  | 10.48    |
| Ck. 04/22/15 187900                       | Total                          |                        |  | 463.60   |
| <b>Baker &amp; Taylor Inc.</b>            |                                |                        |  |          |
| Inv. 4011174851                           |                                |                        |  |          |
| 03/20/15                                  | Books                          | 101-8010-8011-8080-000 |  | 390.43   |
| Inv. 4011176400                           |                                |                        |  |          |
| 03/23/15                                  | Books                          | 101-8010-8011-8080-000 |  | 3,155.72 |
| Inv. 4011180910                           |                                |                        |  |          |
| 03/26/15                                  | Books                          | 101-8010-8011-8080-000 |  | 557.62   |
| Inv. 4011181489                           |                                |                        |  |          |
| 03/25/15                                  | Books                          | 101-8010-8011-8080-000 |  | 370.68   |
| Inv. 4011183980                           |                                |                        |  |          |
| 03/30/15                                  | Books                          | 101-8010-8011-8080-000 |  | 647.59   |
| Inv. 4011187827                           |                                |                        |  |          |
| 03/30/15                                  | Books                          | 101-8010-8011-8080-000 |  | 130.84   |
| Inv. 4011191974                           |                                |                        |  |          |
| 04/02/15                                  | Books                          | 101-8010-8011-8080-000 |  | 212.22   |
| Inv. 4011192070                           |                                |                        |  |          |
| 04/03/15                                  | Books                          | 101-8010-8011-8080-000 |  | 80.10    |
| Ck. 04/22/15 187901                       | Total                          |                        |  | 5,545.20 |
| <b>Banzali, Yvonne</b>                    |                                |                        |  |          |
| Inv. Win/Spr 2015                         |                                |                        |  |          |
| 04/08/15                                  | Instructor Pet 1st Aid/CPR Cla | 101-8030-8032-8267-000 |  | 585.00   |
| Ck. 04/22/15 187902                       | Total                          |                        |  | 585      |
| <b>Baxter's Frame Works &amp; Badge F</b> |                                |                        |  |          |
| Inv. 29514                                |                                |                        |  |          |
| 04/08/15                                  | PD Promotion Plaque            | 101-4010-4011-8020-000 |  | 97.20    |
| Ck. 04/22/15 187903                       | Total                          |                        |  | 97.20    |
| <b>Bernal, Ryan</b>                       |                                |                        |  |          |
| Inv. 4/1/15                               |                                |                        |  |          |
| 04/06/15                                  | Reimb. PD Training Expense     | 101-4010-4011-8200-000 |  | 20.65    |
| Inv. 4/8/15                               |                                |                        |  |          |
| 04/09/15                                  | Reimb. PD Training Expense     | 101-4010-4011-8200-000 |  | 20.65    |
| Ck. 04/22/15 187904                       | Total                          |                        |  | 41.30    |
| <b>Bromley, Ruth</b>                      |                                |                        |  |          |
| Inv. R58397                               |                                |                        |  |          |
| 04/07/15                                  | Refund Cancelled Park Rsvp     | 101-0000-0000-5270-005 |  | 27.50    |
| Ck. 04/22/15 187905                       | Total                          |                        |  | 27.50    |
| <b>Bucknam Infrastructure Group I</b>     |                                |                        |  |          |
| Inv. 334-01.03                            |                                |                        |  |          |
| 03/01/15                                  | Citywide Pavement Mgmt System  | 101-9000-9203-9203-000 |  | 2,046.23 |
| Ck. 04/22/15 187906                       | Total                          |                        |  | 2,046.23 |
| <b>CA Dental Buying Group</b>             |                                |                        |  |          |
| Inv. R03500835                            |                                |                        |  |          |
| 03/31/15                                  | FD Oxygen Cylinder Rental      | 101-5010-5011-8025-000 |  | 123.50   |
| Ck. 04/22/15 187907                       | Total                          |                        |  | 123.50   |
| <b>CA Linen Services</b>                  |                                |                        |  |          |
| Inv. 1130477                              |                                |                        |  |          |
| 03/30/15                                  | FD Dept. Supplies              | 101-5010-5011-8020-000 |  | 110.37   |

|                     |                   |  |                        |        |
|---------------------|-------------------|--|------------------------|--------|
| Inv. 1132708        |                   |  |                        |        |
| 04/06/15            | FD Dept. Supplies |  | 101-5010-5011-8020-000 | 119.97 |
| Inv. 1134949        |                   |  |                        |        |
| 04/13/15            | FD Dept. Supplies |  | 101-5010-5011-8020-000 | 114.69 |
| Ck. 04/22/15 187908 | Total             |  |                        | 345.03 |

**Camp, Kurt J.**

|                     |                              |  |                        |          |
|---------------------|------------------------------|--|------------------------|----------|
| Inv. SP00028        |                              |  |                        |          |
| 02/14/15            | Latent Fingerprint Svcs 2/15 |  | 101-4010-4011-8180-000 | 735.00   |
| Inv. SP00029        |                              |  |                        |          |
| 03/02/15            | Latent Fingerprint Svcs 3/15 |  | 101-4010-4011-8180-000 | 150.00   |
| Inv. SP00030        |                              |  |                        |          |
| 03/26/15            | Latent Fingerprint Svcs 4/15 |  | 101-4010-4011-8180-000 | 412.50   |
| Ck. 04/22/15 187909 | Total                        |  |                        | 1,297.50 |

**Cantu Graphics**

|                     |                                |  |                        |        |
|---------------------|--------------------------------|--|------------------------|--------|
| Inv. 4403           |                                |  |                        |        |
| 03/31/15            | Citywide Historic Context Spir |  | 101-7010-7101-8050-000 | 17.44  |
| Inv. 4404           |                                |  |                        |        |
| 03/31/15            | Llyn Foulkes Postcards         |  | 101-8010-8011-8050-000 | 173.31 |
| Inv. 4418           |                                |  |                        |        |
| 04/03/15            | Transit Color Postcards        |  | 101-8030-8021-8050-000 | 59.90  |
| Inv. 4422           |                                |  |                        |        |
| 04/07/15            | White Window Envelopes         |  | 101-8010-8011-8050-000 | 430.55 |
| Inv. 4426           |                                |  |                        |        |
| 04/08/15            | PD 40 Annual Report Covers     |  | 101-4010-4011-8050-000 | 87.20  |
| Ck. 04/22/15 187910 | Total                          |  |                        | 768.40 |

**ering Systems Inc.**

|                     |                                |  |                        |          |
|---------------------|--------------------------------|--|------------------------|----------|
| Inv. 3466           |                                |  |                        |          |
| 03/24/15            | Sr. Center Meals w/ 3/16-20/15 |  | 101-8030-8021-8180-000 | 1,525.70 |
| Inv. 3474           |                                |  |                        |          |
| 03/29/15            | Sr. Center Meals w/ 3/23-27/15 |  | 101-0000-0000-5265-004 | 171.38   |
| 03/29/15            | Sr. Center Meals w/ 3/23-27/15 |  | 101-8030-8021-8180-000 | 1,379.40 |
| Ck. 04/22/15 187911 | Total                          |  |                        | 3,076.48 |

**CBE Los Angeles**

|                     |                |  |                        |       |
|---------------------|----------------|--|------------------------|-------|
| Inv. 1672382        |                |  |                        |       |
| 03/31/15            | Toner Shipping |  | 101-6010-6011-8050-000 | 23.00 |
| Ck. 04/22/15 187912 | Total          |  |                        | 23.00 |

**Chaidez, Hector**

|                     |                               |  |                        |          |
|---------------------|-------------------------------|--|------------------------|----------|
| Inv. 191616514      |                               |  |                        |          |
| 04/06/15            | Predictive Policing Svcs 3/15 |  | 101-4010-4011-8170-000 | 2,080.00 |
| Ck. 04/22/15 187913 | Total                         |  |                        | 2,080.00 |

**CIT Technology Financial Servi**

|                     |                    |  |                        |        |
|---------------------|--------------------|--|------------------------|--------|
| Inv. 26673634       |                    |  |                        |        |
| 03/24/15            | Sharp Copier Lease |  | 101-3010-3011-8110-000 | 288.85 |
| 03/24/15            | Sharp Copier Lease |  | 101-7010-7101-8110-000 | 288.85 |
| 03/24/15            | Sharp Copier Lease |  | 500-3010-3012-8110-000 | 288.86 |
| Ck. 04/22/15 187914 | Total              |  |                        | 866.56 |

**City & County Engineers Assoc.**

|                 |                               |  |                        |       |
|-----------------|-------------------------------|--|------------------------|-------|
| Inv. 2015       |                               |  |                        |       |
| 03/09/15        | Annual Membership-PW Director |  | 101-6010-6011-8060-000 | 25.00 |
| 04/22/15 187915 | Total                         |  |                        | 25.00 |

**City of Glendale**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. GLN000006245   |                                |                        |          |
| 04/01/15            | ICIS Roamer Fees 4/2015-6/2015 | 101-4010-4011-8180-000 | 1,275.00 |
| Ck. 04/22/15 187916 | Total                          |                        | 1,275.00 |

**City of Pasadena**

|                     |                        |                        |        |
|---------------------|------------------------|------------------------|--------|
| Inv. AR2111316      |                        |                        |        |
| 03/31/15            | PD Inmate Housing 2/15 | 101-4010-4011-8180-000 | 924.00 |
| Ck. 04/22/15 187917 | Total                  |                        | 924.00 |

**CKCK Distribution**

|                     |        |                        |        |
|---------------------|--------|------------------------|--------|
| Inv. 44             |        |                        |        |
| 02/27/15            | Gloves | 230-6010-6116-8020-000 | 479.60 |
| Inv. 46             |        |                        |        |
| 03/17/15            | Gloves | 210-6010-6501-8020-000 | 479.60 |
| Ck. 04/22/15 187918 | Total  |                        | 959.20 |

**Commline Inc.**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 0001101        |                                |                        |          |
| 04/03/15            | PD Contract Svcs 4/15          | 101-4010-4011-8170-000 | 1,172.00 |
| Inv. NP030997       |                                |                        |          |
| 03/06/15            | PD Unit# 0906 Replace Radio Mi | 101-4010-4011-8110-000 | 140.00   |
| Ck. 04/22/15 187919 | Total                          |                        | 1,312.00 |

**D & S Printing**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 8956           |                                |                        |          |
| 04/02/15            | Door & Desk Signs for Cpt. Mik | 101-4010-4011-8050-000 | 80.66    |
| Inv. 8965           |                                |                        |          |
| 04/08/15            | Volunteer Recognition Day Prog | 101-8010-8011-8050-000 | 1,324    |
| Inv. 8966           |                                |                        |          |
| 04/08/15            | Community Garden Future Site B | 101-8030-8031-8020-000 | 64.31    |
| Ck. 04/22/15 187920 | Total                          |                        | 1,469.47 |

**Dangra Inc.**

|                     |                              |                        |        |
|---------------------|------------------------------|------------------------|--------|
| Inv. 0378913        |                              |                        |        |
| 12/08/14            | FD Safety Boots Chief Riddle | 101-5010-5011-8134-000 | 171.10 |
| Ck. 04/22/15 187921 | Total                        |                        | 171.10 |

**Datamatic Inc.**

|                     |                    |                        |        |
|---------------------|--------------------|------------------------|--------|
| Inv. 00000016       |                    |                        |        |
| 03/16/15            | Roadrunner Repairs | 500-6010-6710-8020-000 | 109.00 |
| Ck. 04/22/15 187922 | Total              |                        | 109.00 |

**De Lage Landen**

|                     |                                |                        |        |
|---------------------|--------------------------------|------------------------|--------|
| Inv. 45137592       |                                |                        |        |
| 03/31/15            | 2nd Floor Copier Lease 4/15-5/ | 101-2010-2011-8300-000 | 127.58 |
| 03/31/15            | 2nd Floor Copier Lease 4/15-5/ | 101-1020-1021-8300-000 | 127.58 |
| 03/31/15            | 2nd Floor Copier Lease 4/15-5/ | 101-6010-6011-8300-000 | 127.58 |
| Ck. 04/22/15 187923 | Total                          |                        | 382.74 |

**Dell Marketing L.P.**

|                     |                                 |                        |          |
|---------------------|---------------------------------|------------------------|----------|
| Inv. XJNC61311      |                                 |                        |          |
| 03/19/15            | Workstations & Microsoft Office | 105-3010-3032-8530-000 | 790.19   |
| Inv. XJNCKJ3F3      |                                 |                        |          |
| 03/19/15            | Workstations & Microsoft Office | 105-3010-3032-8530-000 | 790.19   |
| Ck. 04/22/15 187924 | Total                           |                        | 1,580.38 |

**Demco**

|              |                         |                        |        |
|--------------|-------------------------|------------------------|--------|
| Inv. 5563443 |                         |                        |        |
| 03/31/15     | Lib.Tech. Svcs Supplies | 101-8010-8011-8020-000 | 192.43 |

|                                       |                                  |                        |           |
|---------------------------------------|----------------------------------|------------------------|-----------|
| Ck. 04/22/15 187925                   | Total                            |                        | 192.43    |
| <b>Digital Telecommunications Cor</b> |                                  |                        |           |
| Inv. 20868                            |                                  |                        |           |
| 04/10/15                              | Telephone Line Svc 4/15          | 101-3010-3041-8150-000 | 814.37    |
| Ck. 04/22/15 187926                   | Total                            |                        | 814.37    |
| <b>DMR Team</b>                       |                                  |                        |           |
| Inv. #1                               |                                  |                        |           |
| 03/30/15                              | Engineering Design Svcs Missio   | 101-9000-9203-9203-000 | 2,818.00  |
| 03/30/15                              | Engineering Design Svcs Phase    | 101-9000-9203-9203-000 | 10,630.00 |
| 03/30/15                              | Engineering Design Svcs Phase    | 101-9000-9203-9203-000 | 13,790.00 |
| Inv. #2                               |                                  |                        |           |
| 03/30/15                              | Engineering Design Svcs Missio   | 101-9000-9203-9203-000 | 1,417.00  |
| Inv. #4                               |                                  |                        |           |
| 03/03/15                              | Hawthorne St. Improvement Proj   | 101-9000-9358-9358-000 | 960.00    |
| Inv. 10160118170-80                   |                                  |                        |           |
| 03/30/15                              | Engineering Consulting Svcs 10/2 | 101-6010-6011-8170-000 | 3,980.00  |
| 03/30/15                              | Engineering Consulting Svcs 10/2 | 101-6010-6011-8170-000 | 9,820.00  |
| Ck. 04/22/15 187927                   | Total                            |                        | 43,415.00 |
| <b>ECMS</b>                           |                                  |                        |           |
| Inv. 328730-00                        |                                  |                        |           |
| 03/30/15                              | FD Turnout Cleaning & Repair     | 101-5010-5011-8132-000 | 242.54    |
| Ck. 04/22/15 187928                   | Total                            |                        | 242.54    |
| <b>Estanislao, Jon</b>                |                                  |                        |           |
| Inv. R57689                           |                                  |                        |           |
| 03/31/15                              | Refund Eggstravaganza Tickets    | 101-0000-0000-5270-003 | 10.00     |
| Ck. 04/22/15 187929                   | Total                            |                        | 10.00     |
| <b>Eurofins Eaton Analytical</b>      |                                  |                        |           |
| Inv. L0201095                         |                                  |                        |           |
| 01/21/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 127.00    |
| Inv. L0207145                         |                                  |                        |           |
| 03/12/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 30.00     |
| Inv. L0207204                         |                                  |                        |           |
| 03/13/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 85.00     |
| Inv. L0207490                         |                                  |                        |           |
| 03/16/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 255.00    |
| Inv. L0207495                         |                                  |                        |           |
| 03/16/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 85.00     |
| Inv. L0207844                         |                                  |                        |           |
| 03/18/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 127.00    |
| Inv. L0208415                         |                                  |                        |           |
| 03/23/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 127.00    |
| Inv. L0208810                         |                                  |                        |           |
| 03/25/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 85.00     |
| Inv. L0209542                         |                                  |                        |           |
| 03/30/15                              | Water Quality Testing            | 500-6010-6711-8170-000 | 127.00    |
| Ck. 04/22/15 187930                   | Total                            |                        | 1,048.00  |
| <b>Forensic Nurse Response Team</b>   |                                  |                        |           |
| Inv. 03-26-15                         |                                  |                        |           |
| 04/01/15                              | SART Exam DR-15-0725- E. Ferna   | 101-4010-4011-8170-000 | 800.00    |
| Ck. 04/22/15 187931                   | Total                            |                        | 800.00    |
| <b>Files/Quartermaster</b>            |                                  |                        |           |
| Inv. 003263072                        |                                  |                        |           |
| 03/18/15                              | PD Uniforms                      | 101-4010-4011-8134-000 | 150.75    |

|                                   |                                |                        |           |
|-----------------------------------|--------------------------------|------------------------|-----------|
| Ck. 04/22/15 187932               | Total                          |                        | 150.      |
| <b>Garda CL West Inc.</b>         |                                |                        |           |
| Inv. 10086628                     |                                |                        |           |
| 04/01/15                          | Armored Car Svcs 4/15          | 101-3010-3011-8020-000 | 867.24    |
| 04/01/15                          | Armored Car Svcs 4/15          | 500-3010-3012-8020-000 | 867.24    |
| Ck. 04/22/15 187933               | Total                          |                        | 1,734.48  |
| <b>Geo-Advantec Inc.</b>          |                                |                        |           |
| Inv. 311                          |                                |                        |           |
| 03/31/15                          | Material Testing Svcs          | 101-9000-9390-9390-000 | 225.00    |
| 03/31/15                          | Material Testing Svcs          | 207-9000-9390-9390-000 | 225.00    |
| Ck. 04/22/15 187934               | Total                          |                        | 450.00    |
| <b>George L.Throop Co.</b>        |                                |                        |           |
| Inv. 01-668675-00                 |                                |                        |           |
| 03/23/15                          | Concrete                       | 230-6010-6116-8020-000 | 71.67     |
| Inv. 01-668714-00                 |                                |                        |           |
| 03/24/15                          | Safety Gear                    | 230-6010-6116-8020-000 | 119.81    |
| Inv. 01-668833-00                 |                                |                        |           |
| 03/25/15                          | Hardware Cloth                 | 230-6010-6116-8020-000 | 114.31    |
| Inv. 01-668996-00                 |                                |                        |           |
| 03/26/15                          | Soil Mix Bulk                  | 230-6010-6116-8020-000 | 108.96    |
| Inv. 01-669250-00                 |                                |                        |           |
| 03/30/15                          | Concrete                       | 230-6010-6116-8020-000 | 1,016.97  |
| Inv. 01-669308-00                 |                                |                        |           |
| 03/31/15                          | Concrete                       | 230-6010-6116-8020-000 | 228.18    |
| Inv. 01-669440-00                 |                                |                        |           |
| 04/01/15                          | Concrete                       | 101-9000-9287-9287-000 | 677       |
| Ck. 04/22/15 187935               | Total                          |                        | 2,337.96  |
| <b>GK &amp; Associates</b>        |                                |                        |           |
| Inv. 15-162                       |                                |                        |           |
| 02/28/15                          | Construct. Mgmt & Inspect Svcs | 207-9000-9390-9390-000 | 1,180.00  |
| 02/28/15                          | Construct. Mgmt & Inspect Svcs | 101-9000-9341-9341-000 | 1,811.00  |
| 02/28/15                          | Construct. Mgmt & Inspect Svcs | 101-9000-9390-9390-000 | 13,839.00 |
| Inv. 15-173                       |                                |                        |           |
| 03/31/15                          | Construct. Mgmt & Inspect Svcs | 101-9000-9390-9390-000 | 11,520.00 |
| Ck. 04/22/15 187936               | Total                          |                        | 28,350.00 |
| <b>Grainger</b>                   |                                |                        |           |
| Inv. 9688778076                   |                                |                        |           |
| 03/12/15                          | Wilson Rsrv Key Storage Box    | 500-6010-6711-8020-000 | 87.64     |
| Ck. 04/22/15 187937               | Total                          |                        | 87.64     |
| <b>Great Match Consulting</b>     |                                |                        |           |
| Inv. 1690003040                   |                                |                        |           |
| 03/24/15                          | Temp Worker w/e 3/22/15        | 101-6010-6410-8170-000 | 905.52    |
| Ck. 04/22/15 187938               | Total                          |                        | 905.52    |
| <b>Greg's Automotive Services</b> |                                |                        |           |
| Inv. 10312                        |                                |                        |           |
| 03/12/15                          | Yard Unit# 2 Vehicle Maint.    | 500-6010-6710-8100-000 | 273.00    |
| Ck. 04/22/15 187939               | Total                          |                        | 273.00    |
| <b>Gutierrez, Michael</b>         |                                |                        |           |
| Inv. 3/15                         |                                |                        |           |
| 04/01/15                          | Reimb. Home Delivery Mileage   | 101-8030-8021-8020-000 | 32.       |
| Ck. 04/22/15 187940               | Total                          |                        | 32.76     |

**Two-Way Safety Inc**

|                     |                      |                        |  |        |
|---------------------|----------------------|------------------------|--|--------|
| Inv. 27734          |                      |                        |  |        |
| 03/06/15            | Street Div. Supplies | 230-6010-6116-8020-000 |  | 734.81 |
| Inv. 28187          |                      |                        |  |        |
| 03/18/15            | Signs & Bolts        | 230-6010-6116-8020-000 |  | 134.45 |
| Ck. 04/22/15 187941 | Total                |                        |  | 869.26 |

**Jack's Auto Repair**

|                     |                                |                        |  |          |
|---------------------|--------------------------------|------------------------|--|----------|
| Inv. 14310          |                                |                        |  |          |
| 03/30/15            | PD Unit# 1112 Replace Switches | 101-4010-4011-8100-000 |  | 600.05   |
| Inv. 14322          |                                |                        |  |          |
| 04/03/15            | PD Unit# 0432 Replace Heater   | 101-4010-4011-8100-000 |  | 1,188.94 |
| Inv. 14326          |                                |                        |  |          |
| 04/03/15            | PD Unit# 1115 A/C Sys Diagnose | 101-4010-4011-8100-000 |  | 140.92   |
| Inv. 14328          |                                |                        |  |          |
| 04/08/15            | PD Unit# 1115 Replace Wheel Be | 101-4010-4011-8100-000 |  | 1,405.59 |
| Ck. 04/22/15 187942 | Total                          |                        |  | 3,335.50 |

**JHM Supply**

|                     |                           |                        |  |        |
|---------------------|---------------------------|------------------------|--|--------|
| Inv. 5558           |                           |                        |  |        |
| 02/18/15            | Arroyo Park Marking Flags | 101-6010-6410-8020-000 |  | 238.54 |
| Ck. 04/22/15 187943 | Total                     |                        |  | 238.54 |

**Jimenez, Desiree**

|                     |                |                        |  |        |
|---------------------|----------------|------------------------|--|--------|
| Inv. 8/2014-3/2015  |                |                        |  |        |
| 04/08/15            | Reimb. Mileage | 101-1020-1021-8070-000 |  | 158.20 |
| Ck. 04/22/15 187944 | Total          |                        |  | 158.20 |

**John L. Hunter Associates, In**

|                     |                         |                        |  |          |
|---------------------|-------------------------|------------------------|--|----------|
| Inv. SOPASFOG0115   |                         |                        |  |          |
| 02/12/15            | FOG Control Svcs 1/15   | 210-6010-6501-8170-000 |  | 47.50    |
| Inv. SOPASNP0115    |                         |                        |  |          |
| 02/12/15            | NPDES Consult Svcs 1/15 | 101-6010-2015-8170-000 |  | 1,536.80 |
| Ck. 04/22/15 187945 | Total                   |                        |  | 1,584.30 |

**Jones Coffee Roasters**

|                     |                            |                        |  |        |
|---------------------|----------------------------|------------------------|--|--------|
| Inv. 36641          |                            |                        |  |        |
| 04/06/15            | FD Dept. Coffee & Supplies | 101-5010-5011-8020-000 |  | 131.25 |
| Ck. 04/22/15 187946 | Total                      |                        |  | 131.25 |

**Kabbara Engineering**

|                     |                                |                        |  |           |
|---------------------|--------------------------------|------------------------|--|-----------|
| Inv. 1231           |                                |                        |  |           |
| 04/02/15            | Engineering Design Svcs 1/29-3 | 101-9000-9203-9203-000 |  | 11,729.95 |
| 04/02/15            | Engineering Design Svcs 1/29-3 | 500-9000-9300-9300-000 |  | 13,725.00 |
| Ck. 04/22/15 187947 | Total                          |                        |  | 25,454.95 |

**Kennedy/Jenks Consultants**

|                     |                              |                        |  |          |
|---------------------|------------------------------|------------------------|--|----------|
| Inv. 90798          |                              |                        |  |          |
| 03/19/15            | Const. Engineering Svcs 2/15 | 500-9000-9266-9266-000 |  | 6,287.95 |
| Ck. 04/22/15 187948 | Total                        |                        |  | 6,287.95 |

**Kim, Eun Young**

|                     |                                |                        |  |       |
|---------------------|--------------------------------|------------------------|--|-------|
| Inv. R58282         |                                |                        |  |       |
| 04/07/15            | Refund Dropped Basketball Clas | 101-0000-0000-5270-002 |  | 45.00 |
| Ck. 04/22/15 187949 | Total                          |                        |  | 45.00 |

**Kim, Soonhyun**

|             |                        |                        |  |        |
|-------------|------------------------|------------------------|--|--------|
| Inv. R58400 |                        |                        |  |        |
| 04/07/15    | Refund Dropped Classes | 101-0000-0000-5270-002 |  | 191.00 |

|   |                                |                        |          |
|---|--------------------------------|------------------------|----------|
| Ck. 04/22/15 187950                     | Total                          |                        | 191.     |
| <b>L.A. Times</b>                       |                                |                        |          |
| Inv. 010004495887                       |                                |                        |          |
| 03/16/15                                | Subscription 4/28/15-3/14/16   | 101-8010-8011-8030-000 | 117.42   |
| Ck. 04/22/15 187951                     | Total                          |                        | 117.42   |
| <b>L.A.C. District Attorney's</b>       |                                |                        |          |
| Inv. 15-1006                            |                                |                        |          |
| 03/23/15                                | PD Legal Svcs 12/1/14-2/28/15  | 101-4010-4011-8180-000 | 319.48   |
| Ck. 04/22/15 187952                     | Total                          |                        | 319.48   |
| <b>L.N. Curtis &amp; Sons</b>           |                                |                        |          |
| Inv. 6047941-00                         |                                |                        |          |
| 03/16/15                                | FD Dept. Equipment             | 101-5010-5011-8110-000 | 1,004.96 |
| Inv. 6048355-00                         |                                |                        |          |
| 03/23/15                                | FD Dept. Equipment             | 101-5010-5011-8110-000 | 454.75   |
| Ck. 04/22/15 187953                     | Total                          |                        | 1,459.71 |
| <b>Law Offices of Jones &amp; Mayer</b> |                                |                        |          |
| Inv. 71792                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-1827 Bushnell 3/15  | 101-2010-2501-8160-000 | 975.83   |
| Inv. 71793                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-619 Camino Verde 3/ | 101-2010-2501-8160-000 | 1,683.50 |
| Inv. 71794                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-Angela Carleton 3/1 | 101-2010-2501-8160-000 | (37.00)  |
| Inv. 71795                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-Downtown Project 3/ | 101-0000-0000-2990-013 | 768.50   |
| Inv. 71796                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-Gen.Litigation 3/15 | 101-2010-2501-8160-000 | 1,554.60 |
| Inv. 71797                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-Gen.Matters 3/15    | 101-2010-2501-8160-000 | 610.50   |
| Inv. 71799                              |                                |                        |          |
| 03/31/15                                | Legal Svcs-Riner Scivally 3/15 | 101-2010-2501-8160-000 | 92.50    |
| Ck. 04/22/15 187954                     | Total                          |                        | 5,647.83 |
| <b>Lawn Mower Corner</b>                |                                |                        |          |
| Inv. 97791                              |                                |                        |          |
| 03/19/15                                | Hydraulic Hose & Fittings      | 230-6010-6116-8110-000 | 87.19    |
| Ck. 04/22/15 187955                     | Total                          |                        | 87.19    |
| <b>Lee, Ryan</b>                        |                                |                        |          |
| Inv. CD26503                            |                                |                        |          |
| 04/09/15                                | Refund Conditional Use Permit  | 101-0000-0000-5200-002 | 1,765.00 |
| Ck. 04/22/15 187956                     | Total                          |                        | 1,765.00 |
| <b>Life-Assist Inc.</b>                 |                                |                        |          |
| Inv. 706605                             |                                |                        |          |
| 03/25/15                                | FD Medical Supplies            | 101-5010-5011-8025-000 | 187.33   |
| Inv. 706658                             |                                |                        |          |
| 03/26/15                                | FD Medical Supplies            | 101-5010-5011-8025-000 | 1,734.62 |
| Inv. 706858                             |                                |                        |          |
| 03/27/15                                | FD Medical Supplies            | 101-5010-5011-8025-000 | 561.99   |
| Ck. 04/22/15 187957                     | Total                          |                        | 2,483.94 |
| <b>Lock-Up Inc.</b>                     |                                |                        |          |
| Inv. 9291                               |                                |                        |          |
| 03/16/15                                | FD Apparatus Door Repairs      | 101-5010-5011-8120-000 | 260.     |
| Inv. 9303                               |                                |                        |          |
| 03/26/15                                | FD Emergency Apparatus Door Re | 101-5010-5011-8120-000 | 720.00   |

|                                       |                                |                        |           |
|---------------------------------------|--------------------------------|------------------------|-----------|
| Chk. 04/22/15 187958                  | Total                          |                        | 980.00    |
| <b>Matt Chlor Inc</b>                 |                                |                        |           |
| Inv. 14816                            |                                |                        |           |
| 03/11/15                              | Graves Rsvr Sodium Hypochlorit | 500-6010-6711-8020-000 | 173.67    |
| Chk. 04/22/15 187959                  | Total                          |                        | 173.67    |
| <b>McMaster Carr Supply Co</b>        |                                |                        |           |
| Inv. 25623876                         |                                |                        |           |
| 03/17/15                              | Production Div. Small Tools    | 500-6010-6711-8020-000 | 228.77    |
| Chk. 04/22/15 187960                  | Total                          |                        | 228.77    |
| <b>MedCycle Systems</b>               |                                |                        |           |
| Inv. 120489                           |                                |                        |           |
| 04/01/15                              | Disposal of Regulated Medical  | 101-4010-4011-8020-000 | 100.00    |
| Chk. 04/22/15 187961                  | Total                          |                        | 100.00    |
| <b>Michie, Samuel</b>                 |                                |                        |           |
| Inv. 222125829                        |                                |                        |           |
| 04/14/15                              | Refund Citation                | 101-0000-0000-4610-000 | 48.00     |
| Chk. 04/22/15 187962                  | Total                          |                        | 48.00     |
| <b>Mission Framing</b>                |                                |                        |           |
| Inv. 4/08/15                          |                                |                        |           |
| 04/08/15                              | Volunteer Recognition Proclama | 101-8010-8011-8257-000 | 120.99    |
| Chk. 04/22/15 187963                  | Total                          |                        | 120.99    |
| <b>ore, Ann</b>                       |                                |                        |           |
| Inv. R57687                           |                                |                        |           |
| 03/31/15                              | Refund Camp Med                | 101-0000-0000-5270-001 | 297.00    |
| Chk. 04/22/15 187964                  | Total                          |                        | 297.00    |
| <b>National Construction Rentals</b>  |                                |                        |           |
| Inv. 4098062                          |                                |                        |           |
| 02/25/15                              | Temp. Fence Wilson Well #2 2/2 | 500-6010-6711-8020-000 | 29.70     |
| Inv. 4118402                          |                                |                        |           |
| 03/25/15                              | Temp.Fence Wilson Well#2 3/26  | 500-6010-6711-8020-000 | 29.70     |
| Chk. 04/22/15 187965                  | Total                          |                        | 59.40     |
| <b>Nelson Nygaard Consult. Assoc.</b> |                                |                        |           |
| Inv. 63498                            |                                |                        |           |
| 03/22/15                              | 710 Project Consult Svcs 2/15  | 101-2010-2021-8170-000 | 19,389.70 |
| Chk. 04/22/15 187966                  | Total                          |                        | 19,389.70 |
| <b>Nolo Press Occidental</b>          |                                |                        |           |
| Inv. 38234                            |                                |                        |           |
| 12/10/14                              | Books                          | 101-8010-8011-8080-000 | 24.48     |
| Inv. 38811                            |                                |                        |           |
| 03/30/15                              | Books                          | 101-8010-8011-8080-000 | 64.05     |
| Chk. 04/22/15 187967                  | Total                          |                        | 88.53     |
| <b>O' Reilly Automotive Inc.</b>      |                                |                        |           |
| Inv. 3213-337759                      |                                |                        |           |
| 03/16/15                              | Yard Unit#17 Vehicle Maint. Ba | 500-6010-6710-8100-000 | 130.70    |
| Inv. 3213-339724                      |                                |                        |           |
| 03/30/15                              | Water Dept. Vehicle Maint.     | 500-6010-6711-8100-000 | 26.12     |
| Inv. 3213-340224                      |                                |                        |           |
| 04/03/15                              | Yard Boom Truck Vehicle Maint. | 215-6010-6201-8100-000 | 243.57    |
| Chk. 04/22/15 187968                  | Total                          |                        | 400.39    |

**OCLC Inc.**

|                     |                  |                        |          |
|---------------------|------------------|------------------------|----------|
| Inv. 0000383082     |                  |                        |          |
| 03/31/15            | Cataloguing Svcs | 101-8010-8011-8110-000 | 1,460.56 |
| Ck. 04/22/15 187969 | Total            |                        | 1,460.56 |

**Omega Polygraph**

|                     |                           |                        |          |
|---------------------|---------------------------|------------------------|----------|
| Inv. 01489          |                           |                        |          |
| 03/31/15            | PD Polygraph Examinations | 101-4010-4011-8170-000 | 2,700.00 |
| Ck. 04/22/15 187970 | Total                     |                        | 2,700.00 |

**Palatin Remodeling**

|                     |                               |                        |        |
|---------------------|-------------------------------|------------------------|--------|
| Inv. R377346        |                               |                        |        |
| 04/14/15            | Refund Duplicate Busn License | 101-0000-0000-4405-000 | 1.00   |
| 04/14/15            | Refund Duplicate Busn License | 101-0000-0000-5150-001 | 25.00  |
| 04/14/15            | Refund Duplicate Busn License | 220-0000-0000-5412-000 | 90.00  |
| 04/14/15            | Refund Duplicate Busn License | 101-0000-0000-4400-000 | 240.00 |
| Ck. 04/22/15 187971 | Total                         |                        | 356.00 |

**Pasadena Humane Society**

|                     |                             |                        |          |
|---------------------|-----------------------------|------------------------|----------|
| Inv. April 2015     |                             |                        |          |
| 04/02/15            | PD Animal Control Svcs 4/15 | 101-4010-4011-8180-000 | 9,706.05 |
| Ck. 04/22/15 187972 | Total                       |                        | 9,706.05 |

**Peninsula Library System**

|                     |                        |                        |       |
|---------------------|------------------------|------------------------|-------|
| Inv. 22045          |                        |                        |       |
| 04/08/15            | Library Staff Training | 101-8010-8011-8200-000 | 75.00 |
| Ck. 04/22/15 187973 | Total                  |                        | 75.00 |

**Personal Court Reporters Inc.**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 48082          |                                |                        |          |
| 03/28/15            | Transcribing Svcs SP CC Mtg 3/ | 101-7010-7101-8170-000 | 579.00   |
| Inv. 48217          |                                |                        |          |
| 03/27/15            | Transcribing Svcs SP PC Mtg 3  | 101-7010-7101-8170-000 | 717.00   |
| Ck. 04/22/15 187974 | Total                          |                        | 1,296.00 |

**Pitaliano, Analie**

|                     |                      |                        |       |
|---------------------|----------------------|------------------------|-------|
| Inv. R58283         |                      |                        |       |
| 04/07/15            | Refund Dropped Class | 101-0000-0000-5270-002 | 13.00 |
| Ck. 04/22/15 187975 | Total                |                        | 13.00 |

**PlanTag Inc.**

|                     |                              |                        |        |
|---------------------|------------------------------|------------------------|--------|
| Inv. 40074          |                              |                        |        |
| 04/02/15            | Plan Tags for Labeling Plans | 101-0000-0000-2700-000 | (5.22) |
| 04/02/15            | Plan Tags for Labeling Plans | 101-7010-7101-8040-000 | 71.12  |
| Ck. 04/22/15 187976 | Total                        |                        | 65.90  |

**PQL**

|                     |                                |                        |        |
|---------------------|--------------------------------|------------------------|--------|
| Inv. 368935         |                                |                        |        |
| 03/25/15            | Citywide Street Lighting LED R | 215-6010-6201-8020-000 | 444.56 |
| Ck. 04/22/15 187977 | Total                          |                        | 444.56 |

**Prime Graphix Inc.**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 937            |                                |                        |          |
| 04/07/15            | PD Ford F250 Full Wrap New Gra | 101-4010-4011-8020-000 | 3,635.00 |
| Ck. 04/22/15 187978 | Total                          |                        | 3,635.00 |

**Quinn Company**

|                  |                          |                        |          |
|------------------|--------------------------|------------------------|----------|
| Inv. W0810168626 |                          |                        |          |
| 02/26/15         | St. Div. Backhoe Repairs | 230-6010-6116-8100-000 | 1,301.06 |

|                                   |                                |                        |          |
|-----------------------------------|--------------------------------|------------------------|----------|
| Inv. WO810168627                  |                                |                        |          |
| 02/26/15                          | Street Div. Bobcat Repairs     | 230-6010-6116-8100-000 | 1,538.40 |
| Ck. 04/22/15 187979               | Total                          |                        | 2,839.46 |
| <b>Ritter-Law</b>                 |                                |                        |          |
| Inv. A3703                        |                                |                        |          |
| 04/13/15                          | Refund Subpoena                | 101-0000-0000-5505-000 | 275.00   |
| Ck. 04/22/15 187980               | Total                          |                        | 275.00   |
| <b>Roadline Products Inc. USA</b> |                                |                        |          |
| Inv. 11376                        |                                |                        |          |
| 03/12/15                          | Install Safety Lighting Pwr Ut | 500-6010-6710-8100-000 | 2,888.50 |
| Ck. 04/22/15 187981               | Total                          |                        | 2,888.50 |
| <b>Robertson, Matthew</b>         |                                |                        |          |
| Inv. Spr 2015                     |                                |                        |          |
| 04/06/15                          | Reimb. Fire Investigation IA C | 101-5010-5011-8200-000 | 115.00   |
| Ck. 04/22/15 187982               | Total                          |                        | 115.00   |
| <b>Ryan's Express</b>             |                                |                        |          |
| Inv. 23085                        |                                |                        |          |
| 04/23/15                          | Sr. Center Trip BusTransportat | 205-8030-8025-8180-000 | 786.50   |
| Inv. 25260                        |                                |                        |          |
| 04/02/15                          | Sr. Center Trip Bus Transporta | 205-8030-8025-8180-000 | 60.50    |
| Ck. 04/22/15 187983               | Total                          |                        | 847.00   |
| <b>S.G.V. Medical Center</b>      |                                |                        |          |
| Inv. 748676                       |                                |                        |          |
| 03/08/15                          | PD Blood Alcohol Exam-Matthew  | 101-4010-4011-8170-000 | 48.00    |
| Inv. 749051                       |                                |                        |          |
| 03/14/15                          | PD Blood Alcohol Exam-Alicia E | 101-4010-4011-8170-000 | 48.00    |
| Ck. 04/22/15 187984               | Total                          |                        | 96.00    |
| <b>S.P.Review</b>                 |                                |                        |          |
| Inv. #696                         |                                |                        |          |
| 03/25/15                          | Subscription Renewal-Sheila Pa | 101-8030-8021-8040-000 | 60.00    |
| Inv. #697                         |                                |                        |          |
| 03/25/15                          | Subscription Renewal-Sr. Cente | 101-8030-8031-8040-000 | 60.00    |
| Inv. 3364                         |                                |                        |          |
| 03/19/15                          | St. Dept. CNG Truck Ads        | 101-6010-2015-8040-000 | 192.00   |
| Inv. 3366                         |                                |                        |          |
| 03/26/15                          | Public Notice-Repeal Code Enfo | 101-7010-7101-8040-000 | 56.00    |
| Ck. 04/22/15 187985               | Total                          |                        | 368.00   |
| <b>San Marino Security System</b> |                                |                        |          |
| Inv. 00090041                     |                                |                        |          |
| 02/12/15                          | WMB Install & Monitoring 3/15  | 101-8030-8031-8180-000 | 449.00   |
| Inv. 00090042                     |                                |                        |          |
| 02/12/15                          | Rec OG Install & Monitoring 3/ | 101-8030-8031-8180-000 | 319.00   |
| Ck. 04/22/15 187986               | Total                          |                        | 768.00   |
| <b>Sanchez, Michael</b>           |                                |                        |          |
| Inv. 4/1/15                       |                                |                        |          |
| 04/06/15                          | Reimb. PD Training Expense     | 101-4010-4011-8200-000 | 20.65    |
| Inv. 4/8/15                       |                                |                        |          |
| 04/09/15                          | Reimb. PD Training Expense     | 101-4010-4011-8200-000 | 8.00     |
| 04/22/15 187987                   | Total                          |                        | 28.65    |

**Sanchez, Natalie**

|                     |                         |                        |       |
|---------------------|-------------------------|------------------------|-------|
| Inv. 7/2014-4/2015  |                         |                        |       |
| 04/03/15            | Reimb. Mileage Expenses | 101-1020-1021-8070-000 | 33.27 |
| Ck. 04/22/15 187988 | Total                   |                        | 33.27 |

**Sancon Engineering Inc.**

|                     |                               |                        |              |
|---------------------|-------------------------------|------------------------|--------------|
| Inv. #2             |                               |                        |              |
| 03/30/15            | Swr Rehabilitation Replace Pr | 310-6010-6712-8333-000 | 1,059,369.13 |
| Ck. 04/22/15 187989 | Total                         |                        | 1,059,369.13 |

**Security Design Systems, Inc.**

|                     |                                |                        |        |
|---------------------|--------------------------------|------------------------|--------|
| Inv. 198252         |                                |                        |        |
| 04/01/15            | PD Maint. Cameras & Access Con | 101-4010-4011-8110-000 | 65.18  |
| Inv. 198253         |                                |                        |        |
| 04/01/15            | PD Maint. Cameras & Access Con | 101-4010-4011-8110-000 | 30.00  |
| Inv. 198254         |                                |                        |        |
| 04/01/15            | PD Maint. Cameras & Access Con | 101-4010-4011-8110-000 | 145.00 |
| Inv. 198255         |                                |                        |        |
| 04/01/15            | PD Maint. Cameras & Access Con | 101-4010-4011-8110-000 | 113.00 |
| Ck. 04/22/15 187990 | Total                          |                        | 353.18 |

**Showcases**

|                     |                     |                        |        |
|---------------------|---------------------|------------------------|--------|
| Inv. 284748         |                     |                        |        |
| 03/17/15            | Tech. Svcs Supplies | 101-0000-0000-2700-000 | (1.44) |
| 03/17/15            | Tech. Svcs Supplies | 101-8010-8011-8020-000 | 18.67  |
| Inv. 284749         |                     |                        |        |
| 03/17/15            | Tech. Svcs Supplies | 101-0000-0000-2700-000 | (6.79) |
| 03/17/15            | Tech. Svcs Supplies | 101-8010-8011-8020-000 | 88.28  |
| Inv. 284837         |                     |                        |        |
| 03/23/15            | Tech. Svcs Supplies | 101-0000-0000-2700-000 | (31.4  |
| 03/23/15            | Tech. Svcs Supplies | 101-8010-8011-8020-000 | 408.91 |
| Ck. 04/22/15 187991 | Total               |                        | 476.17 |

**Shute, Mihaly & Weinberger LLP**

|                     |                                |                        |          |
|---------------------|--------------------------------|------------------------|----------|
| Inv. 245199         |                                |                        |          |
| 03/24/15            | Legal Svcs- SR710 Extension DE | 101-0000-0000-2990-015 | 1,379.00 |
| Ck. 04/22/15 187992 | Total                          |                        | 1,379.00 |

**Staples Business Advantage**

|                     |                            |                        |        |
|---------------------|----------------------------|------------------------|--------|
| Inv. 3259852262     |                            |                        |        |
| 03/12/15            | Comm. Svcs Office Supplies | 101-8030-8031-8000-000 | 25.80  |
| 03/12/15            | Comm. Svcs Office Supplies | 205-8030-8025-8000-000 | 25.80  |
| 03/12/15            | Comm. Svcs Office Supplies | 101-8030-8021-8000-000 | 187.59 |
| 03/12/15            | Comm. Svcs Office Supplies | 101-8030-8021-8020-000 | 188.08 |
| Ck. 04/22/15 187993 | Total                      |                        | 427.27 |

**Studio Spectrum**

|                     |              |                        |          |
|---------------------|--------------|------------------------|----------|
| Inv. 18071          |              |                        |          |
| 02/27/15            | AV Svcs 2/15 | 101-1020-1021-8170-000 | 4,689.00 |
| Inv. 18090          |              |                        |          |
| 03/30/15            | AV Svcs 3/15 | 101-1020-1021-8170-000 | 2,850.00 |
| Ck. 04/22/15 187994 | Total        |                        | 7,539.00 |

**Sun Badge Company**

|                     |                        |                        |          |
|---------------------|------------------------|------------------------|----------|
| Inv. 356366         |                        |                        |          |
| 11/21/14            | PD 400 Challenge Coins | 101-4010-4011-8020-000 | 2,581.50 |
| Inv. 357940         |                        |                        |          |
| 03/31/15            | PD Badge Repairs       | 101-4010-4011-8020-000 | 102      |
| Ck. 04/22/15 187995 | Total                  |                        | 2,684.00 |

|                                       |                                |                        |  |            |
|---------------------------------------|--------------------------------|------------------------|--|------------|
| <b>Superior Court of CA, County o</b> |                                |                        |  |            |
| Inv. March 2015                       |                                |                        |  |            |
| 04/07/15                              | Court Fees 3/15                | 101-0000-0000-4610-000 |  | 10,629.50  |
| Ck. 04/22/15 187996                   | Total                          |                        |  | 10,629.50  |
| <b>SupplyWorks</b>                    |                                |                        |  |            |
| Inv. 2902196-00                       |                                |                        |  |            |
| 04/02/15                              | Lib. Janitorial Supplies       | 101-8010-8011-8120-000 |  | 251.70     |
| Ck. 04/22/15 187997                   | Total                          |                        |  | 251.70     |
| <b>The Center</b>                     |                                |                        |  |            |
| Inv. 441                              |                                |                        |  |            |
| 03/02/15                              | CPR/AED/FA Skills Exam         | 101-4010-4011-8200-000 |  | 343.95     |
| Ck. 04/22/15 187998                   | Total                          |                        |  | 343.95     |
| <b>Toro Enterprises Inc.</b>          |                                |                        |  |            |
| Inv. 9112 R                           |                                |                        |  |            |
| 03/26/15                              | Sidewalk Project Construction  | 101-9000-9287-9287-000 |  | 13,706.13  |
| 03/26/15                              | Sidewalk Project Construction  | 260-9000-9264-9264-000 |  | 105,629.00 |
| Ck. 04/22/15 187999                   | Total                          |                        |  | 119,335.13 |
| <b>Unique Mgmt Svcs Inc.</b>          |                                |                        |  |            |
| Inv. 303790                           |                                |                        |  |            |
| 04/01/15                              | Recovering Agency Svcs 3/15    | 101-8010-8011-8180-000 |  | 196.90     |
| Ck. 04/22/15 188000                   | Total                          |                        |  | 196.90     |
| <b>Universal TV</b>                   |                                |                        |  |            |
| Inv. How We Live                      |                                |                        |  |            |
| 03/31/15                              | Refund Filming Deposit         | 101-0000-0000-2915-200 |  | 70.00      |
| Ck. 04/22/15 188001                   | Total                          |                        |  | 70.00      |
| <b>Upper S.G.Mun. Water Dist.</b>     |                                |                        |  |            |
| Inv. 2/02-15                          |                                |                        |  |            |
| 03/10/15                              | Water Supply 2/15              | 500-6010-6711-8231-000 |  | 92.50      |
| Ck. 04/22/15 188002                   | Total                          |                        |  | 92.50      |
| <b>USA Blue Book</b>                  |                                |                        |  |            |
| Inv. 588232                           |                                |                        |  |            |
| 03/11/15                              | Water Distribution Marking Pai | 500-6010-6710-8020-000 |  | 462.51     |
| Inv. 592129                           |                                |                        |  |            |
| 03/16/15                              | Water Dept. Safety Gloves      | 500-6010-6711-8134-000 |  | 123.67     |
| Ck. 04/22/15 188003                   | Total                          |                        |  | 586.18     |
| <b>Valley Power Systems Inc.</b>      |                                |                        |  |            |
| Inv. 119978 013070                    |                                |                        |  |            |
| 04/10/15                              | FD Emerg.RA-81 Repairs         | 101-5010-5011-8100-000 |  | 7,226.03   |
| Ck. 04/22/15 188004                   | Total                          |                        |  | 7,226.03   |
| <b>Verizon Wireless</b>               |                                |                        |  |            |
| Inv. 9742978499                       |                                |                        |  |            |
| 03/26/15                              | City Ipad's 2/27-3/26/15       | 101-3010-3032-8150-000 |  | 266.07     |
| Ck. 04/22/15 188005                   | Total                          |                        |  | 266.07     |
| <b>Vision Internet Providers Inc.</b> |                                |                        |  |            |
| Inv. 30003                            |                                |                        |  |            |
| 04/03/15                              | Web Hosting 4/15               | 101-3010-3032-8180-000 |  | 210.00     |
| 04/22/15 188006                       | Total                          |                        |  | 210.00     |

**VR Auto Repair**

|                     |                                |                        |  |        |
|---------------------|--------------------------------|------------------------|--|--------|
| Inv. 320391         |                                |                        |  |        |
| 01/26/15            | Transit Van #79 Maint.         | 205-8030-8025-8100-000 |  | 42.00  |
| Inv. 320392         |                                |                        |  |        |
| 01/27/15            | Transit Van #78 Maint.         | 205-8030-8025-8100-000 |  | 42.00  |
| Inv. 320393         |                                |                        |  |        |
| 02/26/15            | Transit Van #75 Install Rear B | 205-8030-8025-8100-000 |  | 80.00  |
| Inv. 320394         |                                |                        |  |        |
| 04/02/15            | Transit Van #77 Maint.         | 205-8030-8025-8100-000 |  | 42.00  |
| Ck. 04/22/15 188007 | Total                          |                        |  | 206.00 |

**WAUSAU Tile Inc.**

|                     |                            |                        |  |          |
|---------------------|----------------------------|------------------------|--|----------|
| Inv. 479567         |                            |                        |  |          |
| 03/23/15            | Bronze Recepticals & Bench | 230-6010-6116-8020-000 |  | 2,255.36 |
| Ck. 04/22/15 188008 | Total                      |                        |  | 2,255.36 |

**West of Rome Public Art**

|                     |                         |                        |  |        |
|---------------------|-------------------------|------------------------|--|--------|
| Inv. R360378        |                         |                        |  |        |
| 04/10/15            | Refund Busn License Fee | 101-0000-0000-4400-000 |  | 191.00 |
| Ck. 04/22/15 188009 | Total                   |                        |  | 191.00 |

**Western Graphix**

|                     |               |                        |  |       |
|---------------------|---------------|------------------------|--|-------|
| Inv. 45117          |               |                        |  |       |
| 04/02/15            | FD Dept. ID's | 101-5010-5011-8020-000 |  | 31.52 |
| Ck. 04/22/15 188010 | Total         |                        |  | 31.52 |

**Wheeler Paving Inc.**

|                     |                                |                        |  |          |
|---------------------|--------------------------------|------------------------|--|----------|
| Inv. 5707           |                                |                        |  |          |
| 03/27/15            | Install Type II Road Slurry Se | 101-9000-9203-9203-000 |  | 4,500.   |
| Ck. 04/22/15 188011 | Total                          |                        |  | 4,500.00 |

**Wong, Pauline**

|                     |                             |                        |  |       |
|---------------------|-----------------------------|------------------------|--|-------|
| Inv. March 2015     |                             |                        |  |       |
| 03/31/15            | Instructor Line Dance Class | 101-8030-8032-8267-000 |  | 93.60 |
| Ck. 04/22/15 188012 | Total                       |                        |  | 93.60 |

**Y Tire Sales**

|                     |                                |                        |  |        |
|---------------------|--------------------------------|------------------------|--|--------|
| Inv. 172992         |                                |                        |  |        |
| 02/20/15            | Yard Unit# 19 Repair Flat Tire | 500-6010-6710-8100-000 |  | 200.00 |
| Ck. 04/22/15 188013 | Total                          |                        |  | 200.00 |

**Yoon, Alex**

|                     |                      |                        |  |       |
|---------------------|----------------------|------------------------|--|-------|
| Inv. R58290         |                      |                        |  |       |
| 04/07/15            | Refund Dropped Class | 101-0000-0000-5270-002 |  | 95.00 |
| Ck. 04/22/15 188014 | Total                |                        |  | 95.00 |

**YP Advertising & Publishing LL**

|                     |                         |                        |  |        |
|---------------------|-------------------------|------------------------|--|--------|
| Inv. R376896        |                         |                        |  |        |
| 04/10/15            | Refund Busn License Fee | 101-0000-0000-4405-000 |  | 1.00   |
| 04/10/15            | Refund Busn License Fee | 101-0000-0000-5150-001 |  | 13.00  |
| 04/10/15            | Refund Busn License Fee | 220-0000-0000-5412-000 |  | 36.00  |
| 04/10/15            | Refund Busn License Fee | 101-0000-0000-4400-000 |  | 96.00  |
| Ck. 04/22/15 188015 | Total                   |                        |  | 146.00 |

**Zhou, Zhipeng**

|                     |                      |                        |  |        |
|---------------------|----------------------|------------------------|--|--------|
| Inv. R58398         |                      |                        |  |        |
| 04/07/15            | Refund Dropped Class | 101-0000-0000-5270-002 |  | 105.00 |
| Ck. 04/22/15 188016 | Total                |                        |  | 105.00 |

City of South P  
User: mfestejo

Accounts Payable  
Check Detail Report - Detail

Printed: 04/15/15 16:26

Roll Medical Copr. GPO

Inv. 2229228

03/30/15

FD Medical Equipment

101-5010-5011-8025-000

457.80

Clk. 04/22/15 188017

Total

457.80

**Total**

**1,453,394.76**

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**ATTACHMENT 4**  
**Payroll 04-10-15**

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 04.10.15**

| Account Number                            | Account Name                                   | 04.22.15          |
|---|--|-------------------|
| 101-0000-0000-1010-000                    | General Fund - Payroll cash                    | 547,368.31        |
|   | Other Withholding Payables                     | \$ 271,826.25     |
| <hr/>                                     |  |                   |
| 101-0000-0000-1010-000                    | Net General Fund - Payroll Cash                | 275,542.06        |
|   | Insurance Adjustment                           | -                 |
| 204-0000-0000-1010-000                    | Traffic Improvement                            |                   |
| 205-0000-0000-1010-000                    | Prop A - Payroll Cash                          | 4,765.62          |
| 207-0000-0000-1010-000                    | Prop C - Payroll Cash                          | 7,330.08          |
| 210-0000-0000-1010-000                    | Sewer Fund - Payroll Cash                      | 10,638.68         |
| 211-0000-0000-1010-000                    | CTC Traffic Improvement                        | -                 |
| 215-0000-0000-1010-000                    | Street Lighting & Landscape Assessment - PR Ca | 9,338.41          |
| 218-0000-0000-1010-000                    | Clean Air Act                                  | 58.00             |
| 227-0000-0000-1010-000                    | CRA - Payroll Cash                             | 7,775.35          |
| 229-0000-0000-1010-000                    | CRA Housing - Payroll Cash                     | -                 |
| 230-0000-0000-1010-000                    | State Gas Tax Fund - Payroll Cash              | 15,105.64         |
| 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                    | 151.55            |
| 500-0000-0000-1010-000                    | Water Fund - Payroll Cash                      | 47,182.57         |
| 700-0000-0000-2210-000                    | Internal Revenue Service                       | 67,272.23         |
| 700-0000-0000-2230-000                    | Internal Revenue Service                       | 16,617.96         |
| <b>Total Checks &amp; Direct Deposits</b> |  | <b>461,778.15</b> |
| Checks                                    |  | 21,346.11         |
| Direct Deposits                           |  | 356,566.85        |
| I.R.S Payments                            |  | 83,865.19         |
|   |  | <hr/>             |
|   |  | <b>461,778.15</b> |
| To 700                                    |  | 628,368.10        |
| Other PR Payable                          |  | 271,826.25        |
| ACH Payable                               |  | 356,541.85        |
|   |  | <hr/>             |

**ATTACHMENT 5**  
**Redevelopment Successor Agency Check Summary Total**

**Redevelopment Successor Agency Check Summary Total**

Agency Warrants 04.22.15

| <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 04/05/15   | ACH            | 227.0000.0000.1010.000 | Payroll PE 04.05.15                | \$ 7,775.35   |
| Union Bank of CA       | 6711646701       | 187884         | 227.0000.0000.1001.000 | DowntownRevitalizationRedevelopTax | \$ (1,658.66) |
| Union Bank of CA       | 6711646701       | 187884         | 227.0000.0000.1001.000 | DowntownRevitalizationRedevelopTax | \$ 105,000.00 |
| Union Bank of CA       | 6711646701       | 187884         | 227.0000.0000.1001.000 | DowntownRevitalizationRedevelopTax | \$ 46,059.38  |

RSA Report Total

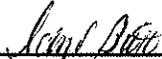
**\$157,176.07**

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Robert S. Joe, Agency Chair

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Evelyn G. Zneimer, Agency Secretary

  
 \_\_\_\_\_  
 David Balt, Agency Treasurer

# City of South Pasadena/ Redevelopment Successor Agency/ Public Financing Authority Agenda Report

*Robert S. Joe, Mayor/Agency Chair/Authority Chair*  
*Diana Mahmud, Mayor Pro Tem/Agency Vice Chair/Authority Vice Chair*  
*Michael A. Cacciotti, Council/Agency/Authority Member*  
*Marina Khubesian, M.D., Council/Agency/Authority Member*  
*Richard D. Schneider, M.D., Council/Agency/Authority Member*  
*Evelyn G. Zneimer, City Clerk/Agency/Authority Secretary*  
*Gary E. Pia, City Treasurer*

COUNCIL AGENDA: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *AB*  
FROM: Gary E. Pia, City Treasurer  
David Batt, Finance Director *B*  
SUBJECT: **Monthly Investment Reports for February 2015**

## **Recommendation**

It is recommended that the City Council, the Successor Agency to the Community Redevelopment Agency (CRA), and the Public Financing Authority (PFA) receive and file the monthly investment reports for February 2015.

## **Fiscal Impact**

None.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Background**

As required by law and PFA Resolution No. 7211 – Joint Exercise of Powers Authority, a monthly investment report is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest and, for securities with a maturity of more than 12 months, current market values. Additional reports are provided on the City's water bond funds and the former CRA's downtown redevelopment tax allocation bonds investments.

The reports reflect all investments at the above-referenced date and are in conformity with the City's Investment Policy and the Successor Agency's Investment Policy as stated in Resolution Nos. 7365 and 2013-08 SA respectively. Copies of these resolutions are available at the City Clerk's office. The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policies.

Monthly Investment Reports for February 2015

April 22, 2015

Page 2 of 2

**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:

1. City Investment Reports for February 2015
2. Successor Agency to the Community Redevelopment Agency Investment Reports for February 2015
3. Public Financing Authority Investment Reports for February 2015

**ATTACHMENT 1**  
City Investment Reports for February 2015

Exhibit A

City of South Pasadena

INVESTMENT REPORT  
February 28, 2015

Investment Balances at Month End

| INSTITUTION NAME              | MATURITY DATE | YIELD TO CALL OR MATURITY | PERCENT OF PORTFOLIO | COST                   | CURRENT MARKET VALUE * |
|-------------------------------|---------------|---------------------------|----------------------|------------------------|------------------------|
| LOCAL AGENCY INVESTMENT FUND: |               |                           |                      |                        |                        |
| LAIF City                     | ON DEMAND     | 0.266%                    | 53.85%               | 14,115,359.21          | 14,115,359.21          |
| SUBTOTAL                      |               |                           | 53.85%               | <u>14,115,359.21</u>   | <u>14,115,359.21</u>   |
| MORGAN STANLEY SMITH BARNEY   |               |                           |                      |                        |                        |
| Government Securities         | See Exhibit B | 1.121%                    | 30.06%               | 7,880,354.36           | 7,916,087.52           |
| Corporate Bonds               | See Exhibit B | 1.033%                    | 12.08%               | 3,167,626.69           | 3,176,492.00           |
| Certificates of Deposit       | See Exhibit B | 0.787%                    | 4.01%                | <u>1,050,000.00</u>    | <u>1,052,849.00</u>    |
| SUBTOTAL                      |               |                           | 46.15%               | <u>12,097,981.05</u>   | <u>12,145,429.45</u>   |
| TOTAL INVESTMENTS             |               |                           | 100.00%              | <u>\$26,213,340.26</u> | <u>\$26,260,788.66</u> |

BANK ACCOUNTS:

|                                       |                |
|---------------------------------------|----------------|
| Bank of America Account Balance:      | \$3,149,568.90 |
| Smith Barney Uninvested Cash Balance: | \$66,635.47    |
| Smith Barney Unsettled Transactions   | \$0.00         |

Required Disclosures:

Average weighted maturity of the portfolio 579 DAYS

Average weighted total yield to maturity of the portfolio 0.637%

The City's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

All investments are in conformity with the City Investment Policy.

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

Exhibit B

Funds and Investments  
Held by Contracted (Third) Parties  
February 28, 2015

Morgan Stanley Smith Barney Investments

| Investment Type                   | Issuer                        | CUSIP      | Settlement Date | Par Value           | Adjusted Premium | Adjusted Cost       | Coupon Rate   | YTM at Purchase | Market Value        | Current YTM   | Maturity Date | Days to Maturity | Unrealized Gain/Loss |
|-----------------------------------|-------------------------------|------------|-----------------|---------------------|------------------|---------------------|---------------|-----------------|---------------------|---------------|---------------|------------------|----------------------|
| 1 Gov't. Securities               | U.S. Treasury Note            | 912828KT6  | 12/26/2014      | 790,000.00          | 102.133          | 806,851.85          | 2.375%        | 0.398%          | 807,648.60          | 2.320%        | 3/31/2016     | 397              | 796.75               |
| 2 Gov't. Securities               | U.S. Treasury Note            | 912828RM4  | 12/29/2014      | 387,000.00          | 100.556          | 389,153.18          | 1.000%        | 0.664%          | 390,115.35          | 0.980%        | 10/31/2016    | 611              | 962.17               |
| 3 Gov't. Securities               | U.S. Treasury Note            | 912828NG1  | 12/26/2014      | 533,000.00          | 104.078          | 554,734.92          | 2.750%        | 0.914%          | 556,942.36          | 0.740%        | 5/31/2017     | 823              | 2,207.44             |
| 4 Gov't. Securities               | U.S. Treasury Note            | 912828PY0  | 12/29/2014      | 866,000.00          | 104.342          | 903,603.97          | 2.750%        | 1.268%          | 909,906.20          | 1.029%        | 2/28/2018     | 1,096            | 6,302.23             |
| 5 Gov't. Securities               | U.S. Treasury Note            | 912828VK3  | 12/26/2014      | 222,000.00          | 99.895           | 221,765.79          | 1.375%        | 1.406%          | 223,716.06          | 1.138%        | 6/30/2018     | 1,218            | 1,950.27             |
| 6 Gov't. Securities               | Fed. Home Loan Mtg. Corp.     | 3137EACW7  | 12/30/2014      | 541,000.00          | 102.097          | 552,346.43          | 2.000%        | 0.578%          | 553,026.43          | 0.502%        | 8/25/2016     | 544              | 680.00               |
| 7 Gov't. Securities               | Fed. Home Loan Mtg. Corp.     | 3137EADL0  | 12/26/2014      | 839,000.00          | 99.672           | 836,246.40          | 1.000%        | 1.121%          | 840,594.10          | 0.925%        | 9/29/2017     | 944              | 4,347.70             |
| 8 Gov't. Securities               | Fed. National Mtg. Assn.      | 3135G0GY3  | 12/26/2014      | 440,000.00          | 100.820          | 443,608.66          | 1.250%        | 0.817%          | 444,844.40          | 0.673%        | 1/30/2017     | 702              | 1,235.74             |
| 9 Gov't. Securities               | Fed. National Mtg. Assn.      | 3135G0JA2  | 12/30/2014      | 637,000.00          | 100.515          | 640,279.79          | 1.125%        | 0.883%          | 642,083.26          | 0.752%        | 4/27/2017     | 789              | 1,803.47             |
| 10 Gov't. Securities              | Fed. National Mtg. Assn.      | 3135G0TG8  | 12/30/2014      | 450,000.00          | 98.924           | 445,158.00          | 0.875%        | 1.229%          | 447,705.00          | 1.051%        | 2/8/2018      | 1,076            | 2,547.00             |
| 11 Gov't. Securities              | Fed. National Mtg. Assn.      | 3135G0WJ8  | 12/26/2014      | 453,000.00          | 98.258           | 445,108.74          | 0.875%        | 1.401%          | 448,370.34          | 1.198%        | 5/21/2018     | 1,178            | 3,261.60             |
| 12 Gov't. Securities              | Fed. National Mtg. Assn.      | 3135G0YM9  | 12/30/2014      | 275,000.00          | 101.467          | 279,033.26          | 1.875%        | 1.449%          | 280,769.50          | 1.110%        | 9/18/2018     | 1,298            | 1,736.24             |
| 13 Gov't. Securities              | Fed. National Mtg. Assn.      | 3134A4VG6  | 2/10/2015       | 219,000.00          | 102.042          | 223,472.18          | 1.875%        | 1.875%          | 223,594.62          | 1.270%        | 9/18/2018     | 1,298            | 122.44               |
| 14 Gov't. Securities              | Fed. National Mtg. Assn.      | 3135G0YT4  | 12/26/2014      | 500,000.00          | 100.319          | 501,593.15          | 1.625%        | 1.537%          | 505,425.00          | 1.327%        | 11/27/2018    | 1,368            | 3,831.85             |
| 15 Gov't. Securities              | Fed. National Mtg. Assn.      | 3135G0ZA4  | 12/30/2014      | 630,000.00          | 101.174          | 637,398.04          | 1.875%        | 1.568%          | 641,346.30          | 1.408%        | 2/9/2019      | 1,442            | 3,948.26             |
| <b>Subtotal Gov't. Securities</b> |                               |            |                 | <b>7,782,000.00</b> |                  | <b>7,880,354.36</b> | <b>1.722%</b> | <b>1.078%</b>   | <b>7,916,087.52</b> | <b>1.121%</b> |               | <b>945</b>       | <b>35,733.16</b>     |
| 16 Corporate Bond                 | Apple Inc.                    | 037833AH3  | 1/12/2015       | 112,000.00          | 100.000          | 112,000.00          | 0.450%        | 0.450%          | 112,079.52          | 0.450%        | 5/3/2016      | 430              | 79.52                |
| 17 Corporate Bond                 | Metlife Inc.                  | 59156RAU2  | 1/2/2015        | 97,000.00           | 106.993          | 103,783.61          | 6.750%        | 1.099%          | 104,066.45          | 0.913%        | 6/1/2016      | 459              | 282.84               |
| 18 Corporate Bond                 | Comcast Corp.                 | 20030NAG6  | 12/31/2014      | 100,000.00          | 105.277          | 105,276.73          | 4.950%        | 0.825%          | 105,496.00          | 0.686%        | 6/15/2016     | 473              | 219.27               |
| 19 Corporate Bond                 | Berkshire Hathaway Inc.       | 084670BB3  | 1/12/2015       | 106,000.00          | 102.121          | 108,247.76          | 2.200%        | 0.732%          | 108,240.84          | 0.745%        | 8/15/2016     | 534              | (6.92)               |
| 20 Corporate Bond                 | Walt Disney Co.               | 25468PCM6  | 1/6/2015        | 109,000.00          | 100.998          | 110,087.68          | 1.350%        | 0.661%          | 110,228.43          | 0.577%        | 8/16/2016     | 535              | 140.75               |
| 21 Corporate Bond                 | Coca-Cola Co.                 | 191216AU4  | 1/6/2015        | 107,000.00          | 101.579          | 108,689.48          | 1.800%        | 0.739%          | 108,938.84          | 0.592%        | 9/1/2016      | 551              | 249.36               |
| 22 Corporate Bond                 | American Express Credit       | 0258M0DC0  | 1/2/2015        | 205,000.00          | 102.801          | 210,741.71          | 2.800%        | 2.018%          | 210,858.90          | 0.948%        | 9/19/2016     | 569              | 117.19               |
| 23 Corporate Bond                 | PNC Funding Corp.             | 693476BM4  | 2/6/2015        | 106,000.00          | 102.697          | 108,858.66          | 2.700%        | 0.928%          | 108,745.40          | 0.928%        | 9/19/2016     | 569              | (113.26)             |
| 24 Corporate Bond                 | US Bancorp (Callable)         | 91159HHB9  | 12/30/2014      | 106,000.00          | 101.907          | 108,021.50          | 2.200%        | 1.068%          | 108,356.38          | 0.822%        | 11/15/2016    | 626              | 334.88               |
| 25 Corporate Bond                 | Gilead Sciences Inc.          | 375558AT0  | 1/6/2015        | 107,000.00          | 103.504          | 110,748.79          | 3.050%        | 1.024%          | 110,835.95          | 0.988%        | 12/1/2016     | 642              | 87.16                |
| 26 Corporate Bond                 | Duke Energy Carolinas         | 26442CAL8  | 1/5/2015        | 108,000.00          | 101.431          | 109,545.96          | 1.750%        | 0.941%          | 109,764.72          | 0.832%        | 12/15/2016    | 656              | 218.76               |
| 27 Corporate Bond                 | Cisco Systems Inc.            | 17275RAT9  | 1/12/2015       | 109,000.00          | 100.311          | 109,339.05          | 1.100%        | 0.943%          | 109,541.73          | 0.851%        | 3/3/2017      | 734              | 202.68               |
| 28 Corporate Bond                 | BB&T Corp.                    | 05531FAK9  | 1/12/2015       | 108,000.00          | 101.969          | 110,126.71          | 2.150%        | 1.178%          | 109,991.52          | 1.206%        | 3/22/2017     | 753              | (135.19)             |
| 29 Corporate Bond                 | Gen. Electric Capital Corp.   | 36962GW0   | 12/30/2014      | 108,000.00          | 102.051          | 110,214.97          | 2.300%        | 1.331%          | 110,884.68          | 1.048%        | 4/27/2017     | 789              | 669.71               |
| 30 Corporate Bond                 | United Technologies           | 913017BU2  | 12/30/2014      | 108,000.00          | 101.332          | 109,438.48          | 1.800%        | 1.198%          | 110,276.64          | 0.855%        | 6/1/2017      | 824              | 838.16               |
| 31 Corporate Bond                 | Caterpillar Financial Service | 14912L5E7  | 1/6/2015        | 110,000.00          | 100.980          | 111,078.26          | 1.625%        | 1.182%          | 111,351.90          | 1.073%        | 6/1/2017      | 824              | 273.64               |
| 32 Corporate Bond                 | United Health Group Inc.      | 91324PB7   | 1/5/2015        | 111,000.00          | 100.108          | 111,119.56          | 1.400%        | 1.358%          | 111,902.43          | 1.086%        | 10/15/2017    | 960              | 782.87               |
| 33 Corporate Bond                 | Microsoft Corp.               | 594918AP9  | 1/12/2015       | 113,000.00          | 99.743           | 112,709.59          | 0.875%        | 0.967%          | 112,823.72          | 0.933%        | 11/15/2017    | 991              | 114.13               |
| 34 Corporate Bond                 | Wells Fargo Co.               | 949746NX5  | 1/5/2015        | 94,000.00           | 110.798          | 104,150.04          | 5.625%        | 1.632%          | 104,617.30          | 1.472%        | 12/11/2017    | 1,017            | 467.26               |
| 35 Corporate Bond                 | JP Morgan Chase & Co.         | 46625HJF8  | 1/5/2015        | 111,000.00          | 100.856          | 111,950.41          | 1.133%        | 1.133%          | 112,434.12          | 0.706%        | 1/25/2018     | 1,062            | 483.71               |
| 36 Corporate Bond                 | Wal-Mart Stores Inc.          | 931142DF7  | 1/6/2015        | 110,000.00          | 98.977           | 108,874.70          | 1.125%        | 1.447%          | 109,807.50          | 1.182%        | 4/11/2018     | 1,138            | 932.80               |
| 37 Corporate Bond                 | Merck & Co. Inc.              | 58933YAG0  | 1/12/2015       | 111,000.00          | 99.970           | 110,966.70          | 1.300%        | 1.309%          | 110,764.68          | 1.367%        | 5/18/2018     | 1,175            | (202.02)             |
| 38 Corporate Bond                 | Pepsico Inc.                  | 7134748BH0 | 1/6/2015        | 102,000.00          | 110.365          | 112,572.58          | 5.000%        | 1.707%          | 113,072.10          | 1.569%        | 6/1/2018      | 1,189            | 499.52               |
| 39 Corporate Bond                 | Bank of New York Mellon       | 06406HCM9  | 1/5/2015        | 110,000.00          | 100.554          | 110,609.45          | 0.792%        | 0.792%          | 110,255.20          | 0.745%        | 8/1/2018      | 1,250            | (354.25)             |

**Exhibit B**

**Funds and Investments  
Held by Contracted (Third) Parties  
February 28, 2015**

**Morgan Stanley Smith Barney Investments**

| Investment Type   | Issuer                   | CUSIP     | Settlement Date | Par Value            | Adjusted Premium | Adjusted Cost        | Coupon Rate   | YTM at Purchase | Market Value         | Current YTM   | Maturity Date | Days to Maturity | Unrealized Gain/Loss |
|---|--------------------------|-----------|-----------------|----------------------|------------------|----------------------|---------------|-----------------|----------------------|---------------|---------------|------------------|----------------------|
| 10 Corporate Bond   | Home Depot Inc.          | 437076BB7 | 1/12/2015       | 107,000.00           | 102.467          | 109,639.80           | 2.250%        | 1.528%          | 110,267.78           | 1.341%        | 9/10/2018     | 1,290            | 627.98               |
| 11 Corporate Bond   | John Deere Capital Corp. | 24422ESK6 | 1/6/2015        | 112,000.00           | 99.642           | 111,599.04           | 1.950%        | 2.040%          | 113,036.00           | 1.711%        | 3/4/2019      | 1,465            | 1,436.96             |
| 12 Corporate Bond   | Oracle Corp.             | 68389XAQ8 | 12/30/2014      | 109,000.00           | 101.588          | 110,730.84           | 2.375%        | 1.947%          | 111,823.10           | 1.683%        | 1/15/2019     | 1,417            | 1,092.26             |
| 13 Corporate Bond   | Proctor & Gamble Co.     | 742718EG0 | 1/27/2015       | 105,000.00           | 101.433          | 106,504.63           | 1.900%        | 1.580%          | 106,031.10           | 1.681%        | 11/1/2019     | 1,707            | (473.53)             |
| <b>Subtotal Corporate Bonds</b>                               |                          |           |                 | <b>3,101,000.00</b>  |                  | <b>3,167,626.69</b>  | <b>2.307%</b> | <b>1.232%</b>   | <b>3,176,492.93</b>  | <b>1.033%</b> |               | <b>872</b>       | <b>8,866.24</b>      |
| 14 CD   | Ally Bank - UT           | 02005QS46 | 9/19/2012       | 250,000.00           |                  | 250,000.00           | 1.100%        | 1.100%          | 250,967.50           | 1.090%        | 9/21/2015     | 205              | 967.50               |
| 15 CD   | Discover Bank - DE       | 254671GJ3 | 9/19/2012       | 250,000.00           |                  | 250,000.00           | 1.100%        | 1.100%          | 250,982.50           | 1.090%        | 9/21/2015     | 205              | 982.50               |
| 16 CD   | Goldman Sachs            | 38143AE68 | 9/19/2012       | 250,000.00           |                  | 250,000.00           | 1.150%        | 1.150%          | 250,885.00           | 0.522%        | 9/21/2015     | 205              | 885.00               |
| 17 CD   | Apple Bank - NY          | 037830RK4 | 9/26/2012       | 50,000.00            |                  | 50,000.00            | 0.550%        | 0.550%          | 50,014.00            | 0.502%        | 9/28/2015     | 212              | 14.00                |
| 18 CD   | Business Bank - MO       | 12325EFP2 | 9/28/2012       | 250,000.00           |                  | 250,000.00           | 0.500%        | 0.500%          | 250,000.00           | 0.500%        | 9/28/2015     | 212              | 0.00                 |
| <b>Subtotal CDs</b>   |                          |           |                 | <b>1,050,000.00</b>  |                  | <b>1,050,000.00</b>  | <b>0.943%</b> | <b>0.943%</b>   | <b>1,052,849.00</b>  | <b>0.787%</b> |               | <b>207</b>       | <b>2,849.00</b>      |
| Money Market  | Liquid Asset Fund        |           |                 | 0.00                 |                  | 54,621.81            |               |                 | 54,621.81            | 0.010%        |               | 1                |                      |
| Mutual Fund   | Gov't. Cash Mgmt.        |           |                 | 0.00                 |                  | 0.00                 |               |                 | 0.00                 | 0.010%        |               | 1                |                      |
| Uninvested Cash   |                          |           |                 | 0.00                 |                  | 12,013.66            |               |                 | 12,013.66            | 0.010%        |               | 1                |                      |
| <b>Subtotal Cash &amp; Cash Equivalents</b>                   |                          |           |                 |                      |                  | <b>66,635.47</b>     |               |                 | <b>66,635.47</b>     |               |               | <b>1</b>         |                      |
| <b>Grand Totals</b>   |                          |           |                 | <b>11,933,000.00</b> |                  | <b>12,164,616.52</b> | <b>1.797%</b> | <b>1.100%</b>   | <b>12,212,064.92</b> | <b>1.063%</b> |               | <b>857</b>       | <b>47,448.40</b>     |
| <b>Unsettled Transactions</b>                                 |                          |           |                 |                      |                  |                      |               |                 |                      |               |               |                  |                      |
| <b>Subtotal Unsettled Transactions</b>                        |                          |           |                 | <b>0.00</b>          |                  | <b>0.00</b>          |               |                 | <b>0.00</b>          |               |               |                  | <b>0.00</b>          |
| <b>Totals incl. Unsettled Transactions</b>                    |                          |           |                 | <b>11,933,000.00</b> |                  | <b>12,164,616.52</b> |               |                 | <b>12,212,064.92</b> |               |               |                  | <b>47,448.40</b>     |
| <b>Adjustments</b>  |                          |           |                 |                      |                  |                      |               |                 |                      |               |               |                  |                      |
| Differential due to Valuing Short-Term CDs/Securities at Cost |                          |           |                 |                      |                  |                      |               |                 |                      |               |               |                  |                      |
| Adjusted Total  |                          |           |                 |                      |                  |                      |               |                 | 12,212,064.92        |               |               |                  | 47,448.40            |
| <b>Totals per Bank Statement</b>                              |                          |           |                 |                      |                  | <b>12,164,616.52</b> |               |                 | <b>12,212,064.92</b> |               |               |                  | <b>47,448.40</b>     |

Exhibit C

City of South Pasadena  
Investment Report

Summary of Invested Funds -- Last Day of the Month

| MONTH     | FY 2005-06 | FY 2006-07 | FY 2007-08 | FY 2008-09 | FY 2009-10 | FY 2010-11 | FY 2011-12 | FY 2012-13 | FY 2013-14 | FY 2014-15 |
|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| JULY      | 7,880,380  | 9,903,906  | 13,890,011 | 18,506,000 | 20,273,657 | 13,579,652 | 11,604,558 | 14,003,563 | 17,332,153 | 20,958,651 |
| AUGUST    | 7,068,673  | 8,050,382  | 12,821,952 | 17,256,000 | 20,608,628 | 12,099,372 | 11,595,476 | 13,043,563 | 17,330,985 | 12,658,088 |
| SEPTEMBER | 6,275,728  | 7,075,316  | 12,830,016 | 16,766,000 | 17,292,659 | 11,000,410 | 11,582,026 | 11,783,420 | 16,331,557 | 19,715,369 |
| OCTOBER   | 5,474,520  | 8,079,227  | 12,648,943 | 16,266,000 | 17,297,628 | 10,757,440 | 10,575,907 | 11,795,960 | 13,841,158 | 17,221,779 |
| NOVEMBER  | 4,901,808  | 8,179,951  | 12,813,000 | 15,646,000 | 16,621,046 | 10,499,526 | 8,992,178  | 11,800,260 | 13,836,635 | 17,221,849 |
| DECEMBER  | 7,802,755  | 9,959,808  | 15,063,000 | 18,756,000 | 18,487,198 | 10,634,416 | 10,185,282 | 11,805,140 | 16,837,192 | 20,603,990 |
| JANUARY   | 8,544,600  | 11,719,732 | 17,143,000 | 20,582,573 | 20,210,860 | 12,629,088 | 9,186,793  | 11,816,031 | 18,846,359 | 26,309,319 |
| FEBRUARY  | 8,020,111  | 11,800,280 | 17,684,000 | 20,284,404 | 19,519,072 | 12,619,768 | 9,184,331  | 13,818,580 | 18,845,663 | 26,260,788 |
| MARCH     | 8,457,766  | 12,480,215 | 16,654,000 | 19,715,013 | 18,448,613 | 12,610,790 | 9,126,552  | 13,319,038 | 13,145,894 |            |
| APRIL     | 10,326,041 | 15,460,860 | 18,784,000 | 22,169,776 | 19,317,280 | 12,605,200 | 11,130,863 | 17,327,604 | 13,153,853 |            |
| MAY       | 11,745,463 | 17,070,125 | 20,209,000 | 23,010,520 | 16,191,609 | 12,595,623 | 11,128,155 | 19,327,983 | 23,452,878 |            |
| JUNE      | 10,535,314 | 15,170,118 | 20,014,000 | 23,385,906 | 15,871,761 | 12,581,680 | 10,275,475 | 19,323,510 | 22,452,628 |            |

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**ATTACHMENT 2**  
Successor Agency to the Community  
Redevelopment Agency Investment Reports for  
February 2015

**Exhibit A**

**CITY OF SOUTH PASADENA  
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
INVESTMENT REPORT  
February 28, 2015**

**Investment Balances at Month End**

| INSTITUTION<br>NAME   | MATURITY<br>DATE | RATE<br>OF<br>INTEREST | PAR VALUE | PERCENT<br>OF<br>PORTFOLIO | COST                | CURRENT<br>MARKET<br>VALUE * |
|---|------------------|------------------------|-----------|----------------------------|---------------------|------------------------------|
| <b>LOCAL AGENCY INVESTMENT FUND:</b>                                      |                  |                        |           |                            |                     |                              |
| LAIF -- SA-CRA  | ON DEMAND        | 0.266%                 |           |                            | 911,274.36          |                              |
| SUBTOTAL  |                  |                        |           | 100.00%                    | <u>911,274.36</u>   |                              |
| <b>TOTAL INVESTMENTS</b>  |                  |                        |           | <u>100.00%</u>             | <u>\$911,274.36</u> |                              |
| <b>BANK ACCOUNTS:</b>   |                  |                        |           |                            |                     |                              |
| Bank of America SA-CRA Account Balance:                                   |                  |                        |           |                            | \$10,238.76         |                              |
| Bank of America SA-CRA Housing Loans (Collateralization) Account Balance: |                  |                        |           |                            | \$27,381.35         |                              |

**Required Disclosures:**

Average Maturity of the portfolio 1 DAY

Average total yield to maturity of the portfolio 0.266%

The Agency's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

There have been no variances to the Agency Investment Policy

\* Current Market Valuation required for investments with maturities of more than twelve months.

**Exhibit B**

**CITY OF SOUTH PASADENA  
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
INVESTMENT REPORT**

**Summary of Investment Activity for the Month  
February 28, 2015**

|   |              |
|---|--------------|
| SA-CRA LAIF Account<br>Beginning Balance: | \$911,274.36 |
| Add Deposits                              |              |
| Subtract Withdrawals                      |              |
| Ending LAIF Balance:                      | \$911,274.36 |

**Exhibit C**

**CITY OF SOUTH PASADENA  
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
INVESTMENT REPORT  
February 28, 2015**

**Funds and Investments  
Held by Contracted (Third) Parties**

|   | <u>Account/Investment<br/>Description</u>        | <u>Account/Investment<br/>Value *</u> | <u>Date of<br/>Valuation</u> |
|---|--|---------------------------------------|------------------------------|
| <b>2000 Downtown Revitalization Project #1<br/>Tax Allocation Bonds</b> |  |                                       |                              |
| Trustee: Union Bank of California                                       |  |                                       |                              |
| Debt Service Fund   | Blackrock Provident Institutional Treasury Funds | \$18.08                               | 2/28/2015                    |
| Interest Account  | Blackrock Provident Institutional Treasury Funds | 0.00                                  | 2/28/2015                    |
| Principal/Sinking Account   | Blackrock Provident Institutional Treasury Funds | 0.00                                  | 2/28/2015                    |
| Reserve Account   | Blackrock Provident Institutional Treasury Funds | <u>199,583.30</u>                     | 2/28/2015                    |
| Total Funds Managed by Union Bank of California                         |  | \$199,601.38                          |                              |

\* Asset valuations provided by Union Bank through monthly reports.

Exhibit D

CITY OF SOUTH PASADENA  
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
 INVESTMENT REPORT

Summary of Invested Funds -- Last Day of the Month

|     | MONTH     | FY 2005-06 | FY 2006-07 | FY 2007-08 | FY 2008-09 | FY 2009-10 | FY 2010-11 | FY 2011-12 | FY 2012-13 | FY 2013-14 | FY 2014-15 |
|-----|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| CIT | JULY      | 2,985,323  | 2,917,877  | 3,017,198  | 3,108,000  | 3,103,080  | 1,984,558  | 1,894,269  | 1,753,205  | 907,945    | 910,136    |
|     | AUGUST    | 2,985,323  | 2,917,877  | 3,017,198  | 3,108,000  | 3,103,080  | 1,984,558  | 1,894,269  | 1,753,205  | 907,945    | 910,136    |
|     | SEPTEMBER | 2,810,323  | 2,917,877  | 2,777,198  | 2,808,000  | 3,103,080  | 1,984,558  | 1,894,269  | 1,753,205  | 907,945    | 910,136    |
|     | OCTOBER   | 2,834,110  | 2,953,905  | 2,816,650  | 2,829,419  | 2,030,097  | 1,987,121  | 1,796,085  | 1,754,833  | 908,532    | 910,691    |
|     | NOVEMBER  | 2,834,110  | 3,034,905  | 2,831,650  | 2,829,419  | 2,030,097  | 1,987,121  | 1,796,085  | 1,754,833  | 908,532    | 910,691    |
|     | DECEMBER  | 2,834,110  | 3,177,905  | 2,991,650  | 2,959,419  | 2,205,097  | 1,987,121  | 1,796,085  | 1,754,833  | 908,532    | 911,274    |
|     | JANUARY   | 2,859,997  | 3,237,463  | 3,052,641  | 2,977,435  | 2,208,580  | 1,989,403  | 820        | 1,756,257  | 909,118    | 911,274    |
|     | FEBRUARY  | 3,157,997  | 3,237,463  | 3,052,641  | 2,977,435  | 2,208,580  | 2,139,403  | 820        | 1,756,257  | 909,118    | 911,274    |
|     | MARCH     | 3,167,997  | 3,334,463  | 3,052,641  | 2,977,435  | 2,208,580  | 1,939,403  | 2,000,820  | 906,257    | 909,118    |            |
|     | APRIL     | 2,984,072  | 2,802,720  | 3,084,227  | 3,141,429  | 2,211,614  | 1,941,969  | 2,001,427  | 907,394    | 909,635    |            |
|     | MAY       | 3,035,072  | 2,977,720  | 3,084,227  | 3,141,429  | 1,981,614  | 1,941,969  | 2,001,427  | 907,394    | 909,635    |            |
|     | JUNE      | 2,840,072  | 2,977,720  | 3,084,227  | 3,091,429  | 1,981,614  | 1,891,969  | 2,001,427  | 907,394    | 909,635    |            |

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**ATTACHMENT 3**  
Public Financing Authority Investment Reports for  
February 2015

Exhibit A

South Pasadena  
Public Financing Authority  
INVESTMENT REPORT  
February 28, 2015

Investment Balances at Month End

| INSTITUTION<br>NAME                        | MATURITY<br>DATE | YIELD TO<br>CALL OR<br>MATURITY | PERCENT<br>OF<br>PORTFOLIO | COST            | CURRENT<br>MARKET<br>VALUE * |
|--|------------------|---------------------------------|----------------------------|-----------------|------------------------------|
| WELLS FARGO - RELIANCE TRUST - TVI         |                  |                                 |                            |                 |                              |
| Cash Equivalents                           | See Exhibit B    | 0.113%                          | 63.11%                     | 15,140,273.42   | 15,140,273.42                |
| Certificates of Deposit / Govt. Securities | See Exhibit B    | 0.713%                          | 36.89%                     | 8,851,780.00    | 8,851,780.00                 |
| SUBTOTAL                                   |                  |                                 | 100.00%                    | 23,992,053.42   | 23,992,053.42                |
| TOTAL INVESTMENTS                          |                  |                                 | 100.00%                    | \$23,992,053.42 | \$23,992,053.42              |

OTHER ACCOUNTS:

|  |             |
|--|-------------|
| Wells Fargo 2009 Bonds Revenue Fund          | \$0.48      |
| Wells Fargo 2009 Bonds Interest Fund         | \$0.28      |
| Wells Fargo 2009 Bonds Principal Fund        | \$0.00      |
| Wells Fargo 2013 Bonds Revenue Fund          | \$18,617.38 |
| Wells Fargo 2013 Bonds Interest Fund         | \$0.00      |
| Wells Fargo 2013 Bonds Principal Fund        | \$0.00      |
| Wells Fargo 2013 Bonds Cost of Issuance Fund | \$0.00      |

Required Disclosures:

Average weighted maturity of the portfolio 153 DAYS

Average weighted total yield to maturity of the portfolio 0.334%

The PFA's investment liquidity is sufficient for it to meet its expenditure requirements for the next 180 days.

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

**Exhibit B**

**Funds and Investments  
Held by Contracted (Third) Parties  
February 28, 2015**

**2009 PFA Water Revenue Bonds**

**Wells Fargo - Reliance Trust - TVI Investments**

| Investment Type                             | Issuer                            | Settlement Date             | Par Value            | Coupon Rate   | Market Value         | Current YTM   | Maturity Date | Days to Maturity |       |
|---|-----------------------------------|-----------------------------|----------------------|---------------|----------------------|---------------|---------------|------------------|-------|
| <b>Reserve Fund</b>                         |                                   |                             |                      |               |                      |               |               |                  |       |
| 1   | Cash                              |                             | 0.00                 | 0.010%        | 0.00                 | 0.010%        |               | 1                |       |
| 2   | Federated Treasury Obligations    |                             | 4,533.92             | 0.010%        | 4,533.92             | 0.010%        |               | 1                |       |
| 3   | Government Advantage Money Market |                             | 214,556.59           | 0.010%        | 214,556.59           | 0.010%        |               | 1                |       |
| <b>Subtotal Cash &amp; Cash Equivalents</b> |                                   |                             | <b>219,090.51</b>    | <b>0.010%</b> | <b>219,090.51</b>    | <b>0.010%</b> |               |                  |       |
| 1   | CDARS - CD                        | Key Bank Natl. Assn. -OH    | 3/13/2013            | 225,000.00    | 0.450%               | 225,000.00    | 0.450%        | 3/13/2015        | 13    |
| 2   | CDARS - CD                        | Medallion Bank - UT         | 3/15/2013            | 248,000.00    | 0.550%               | 248,000.00    | 0.550%        | 3/15/2016        | 381   |
| 3   | CDARS - CD                        | Lake Forest Bank            | 6/27/2014            | 248,000.00    | 1.600%               | 248,000.00    | 1.600%        | 6/27/2016        | 485   |
| 4   | CDARS - CD                        | American State Bank -IA     | 3/28/2013            | 248,000.00    | 0.700%               | 248,000.00    | 0.700%        | 3/28/2017        | 759   |
| 5   | CDARS - CD                        | Oriental Bank               | 5/29/2014            | 248,000.00    | 1.000%               | 248,000.00    | 1.000%        | 5/30/2017        | 822   |
| 6   | CDARS - CD                        | Barclays Bank               | 7/2/2014             | 248,000.00    | 1.150%               | 248,000.00    | 1.150%        | 7/3/2017         | 856   |
| 7   | CDARS - CD                        | CIT Bank - UT               | 3/13/2013            | 248,000.00    | 1.100%               | 248,000.00    | 1.100%        | 3/13/2018        | 1,109 |
| 8   | CDARS - CD                        | First Bank - PR             | 3/15/2013            | 248,000.00    | 1.050%               | 248,000.00    | 1.050%        | 3/15/2018        | 1,111 |
| 9   | CD - Callable                     | JP Morgan Chase - OH        | 3/15/2013            | 248,000.00    | 0.750%               | 248,000.00    | 0.750%        | 3/15/2018        | 1,111 |
| 10  | CDARS - CD                        | Bank of Deerfield           | 6/11/2014            | 248,000.00    | 1.600%               | 248,000.00    | 1.600%        | 6/11/2018        | 1,199 |
| 11  | CDARS - CD                        | Discover Bank - DE          | 7/16/2014            | 247,000.00    | 1.550%               | 247,000.00    | 1.550%        | 7/16/2018        | 1,234 |
| 12  | CDARS - CD                        | Goldman Sachs Bank          | 7/16/2014            | 247,000.00    | 1.600%               | 247,000.00    | 1.600%        | 7/16/2018        | 1,234 |
| 13  | CDARS - CD                        | GE Capital Bank             | 7/18/2014            | 247,000.00    | 1.600%               | 247,000.00    | 1.600%        | 7/18/2018        | 1,236 |
| 14  | CDARS - CD                        | Bar Harbor Bank - ME        | 5/30/2014            | 170,000.00    | 1.600%               | 170,000.00    | 1.600%        | 3/29/2019        | 1,490 |
| <b>Subtotal CDs</b>                         |                                   |                             | <b>3,368,000.00</b>  | <b>1.159%</b> | <b>3,368,000.00</b>  | <b>1.159%</b> |               | <b>924</b>       |       |
| <b>Total Reserve Fund</b>                   |                                   |                             | <b>3,587,090.51</b>  | <b>1.089%</b> | <b>3,587,090.51</b>  | <b>1.089%</b> |               | <b>868</b>       |       |
| <b>Project Fund</b>                         |                                   |                             |                      |               |                      |               |               |                  |       |
| 1   | Cash                              |                             | 0.00                 | 0.010%        | 0.00                 | 0.010%        |               | 1                |       |
| 2   | Federated Treasury Obligations    |                             | 843,710.65           | 0.010%        | 843,710.65           | 0.010%        |               | 1                |       |
| 3   | Government Advantage Money Market |                             | 9,031,082.42         | 0.010%        | 9,031,082.42         | 0.010%        |               | 1                |       |
| 4   | USA Mutuals Partners Insured      |                             | 5,046,389.84         | 0.320%        | 5,046,389.84         | 0.320%        |               | 1                |       |
| <b>Subtotal Cash &amp; Cash Equivalents</b> |                                   |                             | <b>14,921,182.91</b> | <b>0.115%</b> | <b>14,921,182.91</b> | <b>0.115%</b> |               | <b>1</b>         |       |
| 1   | Govt. Securities                  | Fed. Home Loan Bank         | 12/30/2014           | 1,997,780.00  | 0.375%               | 1,997,780.00  | 0.375%        | 6/24/2016        | 482   |
| 2   | CDARS - CD                        | Compass Bank AL             | 11/13/2013           | 249,000.00    | 0.550%               | 249,000.00    | 0.550%        | 5/13/2015        | 74    |
| 3   | CDARS - CD                        | TCF Natl Bank Sioux Falls S | 11/13/2013           | 249,000.00    | 0.400%               | 249,000.00    | 0.400%        | 5/13/2015        | 74    |
| 4   | CDARS - CD                        | Sterling Savings Bank       | 12/18/2013           | 249,000.00    | 0.400%               | 249,000.00    | 0.400%        | 6/18/2015        | 110   |
| 5   | CDARS - CD                        | First State Bank            | 12/23/2013           | 249,000.00    | 0.400%               | 249,000.00    | 0.400%        | 6/23/2015        | 115   |
| 6   | CDARS - CD                        | Conestoga Bank              | 12/27/2013           | 249,000.00    | 0.350%               | 249,000.00    | 0.350%        | 6/26/2015        | 118   |
| 7   | CDARS - CD                        | Pacific City Bank           | 12/26/2013           | 249,000.00    | 0.350%               | 249,000.00    | 0.350%        | 6/26/2015        | 118   |
| 8   | CDARS - CD                        | Private Bank & Trust        | 10/4/2013            | 249,000.00    | 0.650%               | 249,000.00    | 0.650%        | 10/5/2015        | 219   |
| 9   | CDARS - CD                        | First United Bank           | 10/9/2013            | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/9/2015        | 223   |
| 10  | CDARS - CD                        | North American Banking Co.  | 10/9/2013            | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/9/2015        | 223   |
| 11  | CDARS - CD                        | Bridgewater Bank            | 10/10/2013           | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/9/2015        | 223   |
| 12  | CDARS - CD                        | Luana Savings Bank          | 10/11/2013           | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/9/2015        | 223   |
| 13  | CDARS - CD                        | Lyons National Bank         | 10/11/2013           | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/13/2015       | 227   |
| 14  | CDARS - CD                        | Pilot Bank                  | 10/17/2013           | 249,000.00    | 0.500%               | 249,000.00    | 0.500%        | 10/16/2015       | 230   |
| 15  | CDARS - CD                        | Enerbank                    | 10/17/2013           | 249,000.00    | 0.550%               | 249,000.00    | 0.550%        | 10/19/2015       | 233   |
| <b>Subtotal CDs &amp; Securities</b>        |                                   |                             | <b>5,483,780.00</b>  | <b>0.439%</b> | <b>5,483,780.00</b>  | <b>0.439%</b> |               | <b>99</b>        |       |
| <b>Total Project Fund</b>                   |                                   |                             | <b>20,404,962.91</b> | <b>0.202%</b> | <b>20,404,962.91</b> | <b>0.202%</b> |               | <b>27</b>        |       |
| <b>Grand Totals</b>                         |                                   |                             | <b>23,992,053.42</b> | <b>0.334%</b> | <b>23,992,053.42</b> | <b>0.334%</b> |               | <b>153</b>       |       |

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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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Teresa L. Highsmith, City Attorney   
SUBJECT: **Review of Legal Inadequacies of Proposed TeaPAC Initiative to Repeal Utility Users Tax (UUT) and Provide Direction Regarding Placing the Initiative on an Upcoming Ballot**

## Recommendation

It is recommended that the City Council provide direction on placing the UUT Repeal Initiative Measure (Measure) on the November 3, 2015 General Municipal Election ballot.

## Fiscal Impact

There will be an additional cost if a ballot measure is added to the November 3, 2015 General Municipal Election, estimated at \$2,000. This does not take into account the cost of post-election litigation to challenge the Measure as violating the California Constitution, should it be approved by the voters. Such a Measure would reduce annual City General Fund revenues by approximately \$3.7 million, which represents approximately 16% of the City's overall operating revenue. To offset the loss, the City would have to reduce services and programs significantly to maintain a structurally balanced budget.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

On January 7, 2015, the City Council received, filed, and accepted the Certificate of Sufficiency of Initiative Petition for a proposed UUT repeal initiative measure (Measure). The City Council also directed staff to prepare a report, within 30 days, on the impact of the Measure, pursuant to Elections Code Section 9212. On February 4, 2015 the City Council received a preliminary impact analysis of the Measure on the City's finances and its ability to provide public services which showed that the UUT accounts for 16% of the City's operating budget and analyzed the impact of its corresponding loss.

## History of the UUT

UUTs are taxes levied by local governments on the consumption of utility services, including electricity, gas, water, sewer, telecommunications, sanitation, and cable television. Unlike

property taxes, UUT revenues stay 100% in the city collecting the UUT and are used to provide services such as police, fire, paramedic and library services directly to the community. The need for the UUT arose in part from the post-Proposition 13 effects on local governments. The State of California was retaining the majority of property taxes generated by cities and not returning those property taxes for use in the local community which generated that revenue. As a result, cities were forced to enact other local taxes, such as a UUT, to make up for the shortfall and to maintain community services at existing levels. Currently, there are 154 cities and 4 counties in the State of California that have UUTs.

The City of South Pasadena currently collects 7.5% UUTs on the consumption of electricity, gas, water, telecommunications, cellular telephone and cable. The City has had a UUT in place since 1983, which has fluctuated between 5% to 8% over the years. The community last considered the extension of the UUT in 2011 and voted to set the rate at 7.5% and extend the UUT until June 30, 2022.

#### Repeal Initiative Measure

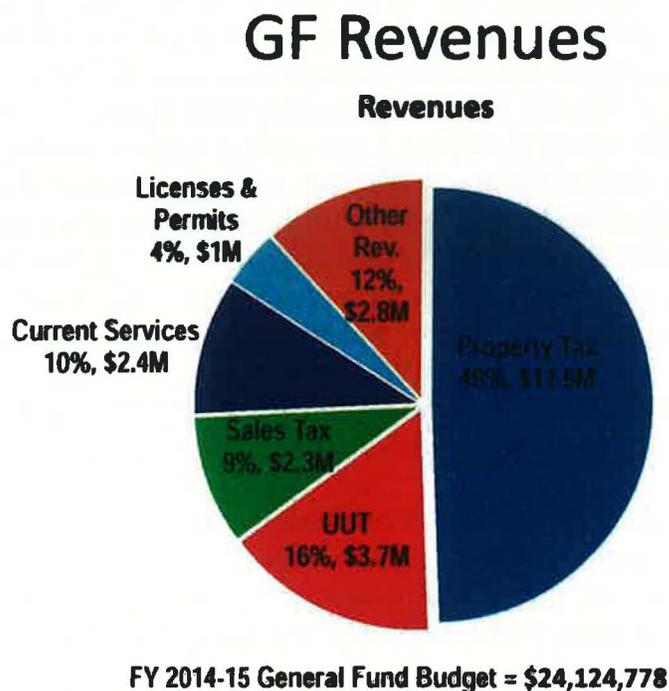
"TeaPAC," which according to its website is "part of the broader Tea Party movement," has drafted a UUT repeal initiative measure (Measure) and has been encouraging volunteers in several cities to collect signatures to petition its placement on a ballot. This is the second attempt by TeaPAC to gather sufficient signatures in South Pasadena for this purpose, the first attempt having failed to receive sufficient petition signatures. On November 12, 2014, Pamela Ann Jensen, proponent, submitted a petition on the revised TeaPAC initiative. The petition signatures—only 518 total—were delivered to the Los Angeles County Registrar-Recorder/County Clerk's Office (LACRRCC) for verification on November 24, 2014. This is a low threshold (only 5% of the number of City electorate voting in last gubernatorial election) and the LACRRCC has verified that the petition contains the required number of valid signatures, which again was deemed sufficient by the City Council on January 7, 2015.

In addition to asking for a straight "repeal" of the existing UUT, Section 3 of the TeaPAC Measure attempts to add a provision to the South Pasadena Municipal Code prohibiting the City (or its electorate) from ever enacting or collecting "any tax, fee, charge or assessment for the generation, sale, lease, purchase, supply provision, use, transmission or delivery of any utility goods or services, including gas, telephone, telecommunication services, cable, water, video services and electricity."

#### **Analysis**

The UUT is a local tax, passed by local residents, used for local services. The UUT is the second largest revenue source for the City, after property taxes, and generates millions of dollars in City revenues each year, paying for integral services that the City provides to its 26,011 residents on a daily basis. The UUT makes up \$3.7 million of South Pasadena's operating budget of \$24 million. Many residents choose to live in South Pasadena because it offers a high quality of life and outstanding city services. UUT Funds help our City to maintain police officer and firefighter staffing levels, street and road maintenance and pothole repair, and support for senior services

and programs such as meals-on wheels, all of which make South Pasadena a desirable place to live and for businesses to locate. The following pie chart illustrates the City's general fund revenues and the portion provided by the UUT—the second largest general fund revenue source:



The City takes seriously the fiscal responsibility its citizens have entrusted to it to manage these voter-approved funds and provide the quality of services our residents deserve and enjoy. The City is equally conscientious that any ballot measure it approves for placement on the General Election must be legally adequate.

The City Attorney has reviewed the proposed Measure and advises that it is legally flawed because it violates the California Constitution in two ways:

1. It attempts to preclude the City Council's legislative power to tax, adopt fees or impose assessments, regardless of the existing statutory procedures for doing so, in violation of Article XIII, Section 24; and
2. It precludes the ability of the City and its residents to set water rates using the majority protest procedure of Proposition 218, in violation of Article XIII D, Section 5.

In essence, the Measure does not trust the City or its residents to utilize the existing procedures set forth under the California Constitution (including Proposition 218). Section 3 of the Measure seeks to prohibit the City and its electorate from ever passing a new tax, fee charge or assessment for any utility goods or services, even if the City actually provides that service. As a result, the

Measure would prohibit the City from setting or collecting water rates for the water it transmits to its residents. Such a provision, if it were lawful, would have the impact of shutting down the operations of the City's Water Division.

The power of the initiative is not unlimited; not all subject matter is appropriate for an initiative. For example, the initiative power does not extend to "essential government functions," such as impairment of a city's power to tax and fiscally manage its resources. The power to tax is granted to a general law city under California Constitution Article XIII, Section 24; and in accordance with California Constitution Article II, Section 11(a), such power may not be delegated to a private person or body. A similar initiative was struck down as an unlawful attempt to interfere with or impair the essential governmental function of administration of the city's fiscal powers in the case of *City of Atascadero v. Daly* (1982) 135 Cal.App.3d 466. As stated by the court, "An initiative is not available as a device to curtail the taxing power." The court struck down the initiative, quoting from *Myers v. City of Pismo Beach* (1966) 241 Cal. App. 2d 237 at 244: "Such a proposed initiative ordinance, even if approved by a vote of the electors, cannot be used as a means of tying the hands of the city council and depriving it of the right and duty to exercise its discretionary power in a taxation matter such as is here involved."

This City's residents have consistently voted to implement local taxes, such as the UUT and charges for utility services, such as water, consistent with the procedures set forth in the California Constitution. Because the Measure seeks to deny that ability to the City and its electorate, it violates the California Constitution and is unlawful as drafted.

The decision to place an initiative on the ballot of an election called by the City Council is a legislative decision. The Council should use its legislative power for lawful purposes supporting the orderly and lawful conduct of the elections process. Staff is concerned that placing an unlawful initiative on the ballot perpetrates a fraud on the voting public, subjects the City's tax payers to unnecessary expense and encourages potential post-election litigation. Should the proponents of the Measure disagree, judicial review may be sought.

#### Options

Staff is seeking Council direction on how to proceed with the Measure. The following options will require Council action at a future meeting:

1. The Council can direct staff to prepare a Resolution submitting the Measure to the voters and calling an election to coincide with the General Municipal Election scheduled for November 3, 2015 by June 2015; or
2. The Council can refuse to adopt the Measure or submit it to the voters.

Staff does not recommend Option 1, given the Constitutional problems with the proposed initiative language, and the concern that placing an unlawful initiative on the ballot perpetrates a fraud on the voters, as its terms cannot be enacted and would be inconsistent with the proper operation of the election process. Option 2 preserves the right of the Measure proponents to seek timely judicial review.

Direction on Placing Initiative to Repeal Utility Users Tax on Upcoming Ballot  
April 22, 2015  
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**Legal Review**

The City Attorney has reviewed this item and prepared the legal analysis within the staff report.

**Public Notification of Agenda Item**

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

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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: April 22, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *MA*

FROM: Debby Figoni, Senior Management Analyst *DF*

SUBJECT: **Adoption of a Resolution Declaring a Stage 2: Serious Water Supply Shortage, as Detailed in Chapter 35 (Water) of the South Pasadena Municipal Code**

### **Recommendation**

It is recommended that the City Council adopt a resolution declaring a Stage 2: Serious Water Supply Shortage, as detailed in Chapter 35, Water, of the South Pasadena Municipal Code (SPMC).

### **Fiscal Impact**

There is no fiscal impact with the adoption of this resolution. Water efficiency fee funds will continue to be used to support programs and devices aimed at conserving water.

### **Commission Review and Recommendation**

This resolution was reviewed by the Natural Resources and Environmental Commission (NREC) at the March 24, 2015 meeting. The NREC supports and recommends the implementation of Stage 2: Serious Water Supply Shortage.

### **Background**

On May 7, 2014, the City Council adopted the Water Conservation and Supply Shortage Plans Ordinance No. 2268 which became effective on June 6, 2014. The Ordinance provides direction on "Water Conservation Provisions and Water Shortage Plans" for the City of South Pasadena (City) in case of drought or emergency.

On January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) declared a State of Emergency to exist in California due to severe drought conditions. The Governor's Proclamation No. 1-17-2014 (Proclamation) noted that the State was experiencing record dry conditions, with 2014 projected to become the driest year on record. This followed two other dry or below average years, leaving reservoir storage at alarmingly low levels. The Proclamation also called on all Californians to reduce water usage by 20%.

## Resolution Declaring Stage 2: Serious Water Supply Shortage - SPMC Chapter 35

April 22, 2015

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On July 15, 2014, the State Water Resources Control Board (SWRCB) adopted Resolution No. 2014-0038 imposing emergency regulations for statewide urban water conservation. The Resolution required water suppliers, such as the City of South Pasadena, to implement mandatory conservation measures by August 1, 2014. In response to the SWRCB, the City Council adopted a Stage 1: Moderate Water Supply Shortage on August 20, 2014 which called several changes including a 10% recommended water reduction.

Our small City of 26,000 employs a full-time water conservation expert to assist residents in reducing water consumption. In the past year, she has assisted the community in conserving water by teaching dozens of water wise landscaping workshops focusing on turf removal, use of water wise plants and efficient irrigation; conducting over fifty water audits at homes, businesses, schools and City facilities; and conducting over one hundred on-site, turf removal/water wise landscaping audits. Conservation education has been provided via PowerPoint presentations to schools, community groups and to City staff. In addition, the City has provided free low-flow showerheads and low-flow hose nozzles with auto shut-off, along with dozens of water conservation outreach flyers, articles, ads and newsletters to the community on an ongoing basis.

Since the Stage 1: Moderate Water Supply Shortage was adopted, South Pasadena has surpassed its imposed 10% conservation target and has achieved an 11% reduction due to the efforts of our caring community.

On April 1, 2015, Governor Brown proclaimed a State of Emergency Executive Order B-29-15, and directed state officials to take all necessary actions to prepare for these drought conditions due to California facing water shortfalls in the driest year in recorded state history, the hottest year on record, and record low snowpack.

### **Analysis**

Under the Governor's Executive Order, the SWRCB shall impose restrictions to water suppliers to achieve a statewide 25% reduction in potable urban water usage through February, 2016. To save more water now, the Executive Order will also focus on converting more lawns to drought tolerant landscapes, create and promote more rebate programs to replace old appliances with more water and energy efficient models, require campuses, golf courses and other large landscapes to make significant cuts in water use, prohibit new homes and developments from irrigating with potable water unless water-efficient drip irrigation systems are used, and ban watering of ornamental grass on public street medians.

The City is currently adhering to the majority of these restrictions, and staff will continue to work at City facilities, as well as with residents and businesses, to conserve more.

It is recommended that the City move from Stage 1, three days a week watering, to Stage 2, two days a week watering (see table below). Stage 2 also calls for a 20% voluntary water reduction.

| <b>Stage 1: Moderate Water Supply Shortage</b>  | <b>Stage 2: Serious Water Supply Shortage</b>  |
|---|--|
| Limits Watering Days: Overhead watering of lawn, landscape or other vegetated area is limited to three (3) designated days per week <ol style="list-style-type: none"> <li>1. Houses ending in an even number water Monday, Wednesday, and Friday</li> <li>2. Houses ending in an odd number water Tuesday, Thursday, and Saturday</li> </ol> | Limits Watering Days: Overhead watering of lawn, landscape or other vegetated area is limited to two (2) designated days per week <ol style="list-style-type: none"> <li>1. Houses ending in an even number water Monday and Thursday</li> <li>2. Houses ending in an odd number water Tuesday and Friday</li> </ol> |
| Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions shall be repaired within 72 hours of notification by the public works department (also part of SPMC Chapter 35.46)   | Obligation to Fix Leaks, Breaks or Malfunctions: All leaks, breaks or other malfunctions shall be repaired within 48 hours of notification by the public works department (also part of SPMC Chapter 35.46)  |
| Recommended 10% water reduction for all customers   | Recommended 20% water reduction for all customers *  |
|   | Limits on filling ornamental lakes or ponds (except to sustain aquatic life)   |

\* The 20% reduction shall be calculated on an annual consumption basis (total units used from May 1, 2015 through April 30, 2016 versus same time the prior year).

Staff will continue to work diligently to educate the public on the importance of conserving, provide tools to promoting conservation, and inform them of the various rebate programs in order to help reach the Governor's mandated overall 25% conservation target for all urban water users. Since regulations are currently being drafted by the SWRCB in order to implement the Governor's Executive Order, the City may need to work even harder to conserve water, once these state regulations have been adopted.

South Pasadena residents and businesses can report water waste by calling (626) 403-7311 or report online at [www.southpasadenaca.gov](http://www.southpasadenaca.gov). Fines for repeated offenders can be up to \$500 per violation for all customers with meters less than two inches and up to \$1,000 per violation for non-residential customers with meters two inches or larger.

In an effort to conserve water and to be in compliance with Executive Order B-29-15, staff recommends the City declare a Stage 2: Serious Water Supply Shortage. Stage 2 will be effective fifteen days (May 7, 2015) after the adoption of the resolution in order to give time to provide proper outreach to residents and businesses, and will stay in effect until further announcement by the City Council.

Once the SWRCB regulations have been adopted and implemented (expected to occur in May 2015), it may be necessary to revisit the City's existing regulations relating to water conservation for compliance with anticipated SWRCB requirements.

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: Resolution Declaring a Stage 2: Serious Water Supply Shortage

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
DECLARING A STAGE 2: SERIOUS WATER  
SUPPLY SHORTAGE AS DETAILED IN THE SOUTH PASADENA  
MUNICIPAL CODE (SPMC) CHAPTER 35**

**WHEREAS**, on January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) declared a State of Emergency to exist in California due to severe drought conditions. The Governor's Proclamation No. 1-17-2014 noted that the state is experiencing record dry conditions, with 2014 projected to become the driest year on record; and

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

**WHEREAS**, on July 15, 2014, the State Water Resources Control Board (SWRCB) adopted Resolution No. 2014-0038 imposing emergency regulations for statewide urban water conservation. The resolution required water suppliers, such as the City of South Pasadena, to implement mandatory conservation measures by August 1, 2014; and

**WHEREAS**, on August 20, 2014, the City Council adopted a Stage 1: Moderate Water Supply Shortage with a 10% recommended water reduction which was achieved; and

**WHEREAS**, on April 1, 2015, Governor Brown proclaimed a State of Emergency Executive Order B-29-15, and directed state officials to take all necessary actions to prepare for drought conditions due to four drought years and record low snowpack; and

**WHEREAS**, the SWRCB shall impose restrictions to achieve a statewide 25% reduction in potable water usage through February, 2016; and

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

**WHEREAS**, the Natural Resources and Environmental Commission has recommended the City Council declare a Stage 2: Serious Water Supply Shortage as detailed in the South Pasadena Municipal Code (SPMC) Chapter 35; and

**WHEREAS**, the City limits watering days to two designated days per week, enforces repairing broken or leaking pipes in 48 hours, and recommends a 20% water reduction over the next year.

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

**SECTION 1.** The City declares a State 2: Serious Water Supply Shortage thereby reducing water consumption in the City as follows:

1. Limiting Landscape Irrigation: Overhead irrigation of lawn, landscape or other vegetated area is limited to two designated days per week, as follows:
  - a. Monday and Thursday for addresses ending in an even number
  - b. Tuesday and Friday for addresses ending in an odd number
2. Obligation to Fix Leaks, Breaks, or Malfunctions: All leaks, breaks or other malfunctions shall be repaired within 48 hours of notification by the Public Works Department (also part of SPMC Chapter 35.46).
3. Requesting 20% water reduction for all customers. The 20% reduction shall be calculated on an annual consumption basis (total units used from May 1, 2015 through April 30, 2016 versus same time the prior year).

**SECTION 2.** The City Clerk of the City of South Pasadena shall certify the passage and adoption of this resolution and its approval by the City Council and shall be effective fifteen days (May 7, 2015) after the adoption of the resolution and stay in effect until further announcement by the City Council.

**PASSED, APPROVED, AND ADOPTED** this 22<sup>nd</sup> day of April, 2015.

---

Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Evelyn G. Zneimer, City Clerk  
(seal)

---

Teresa L. Highsmith, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California at a Special Meeting held on the 22<sup>nd</sup> day of April, 2015.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Evelyn G. Zneimer, City Clerk  
(seal)

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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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Paul Riddle, Deputy Fire Chief  
Mike Neff, Police Captain   
SUBJECT: **Authorize City to Withdraw from the Los Angeles Regional Interoperable Communications System Joint Powers Authority**

## Recommendation

It is recommended that the City Council authorize the City to withdraw its membership from the Los Angeles Regional Interoperable Communications System Joint Powers Authority (LA-RICS JPA) and direct the City Manager to issue a notice of withdrawal letter.

## Fiscal Impact

No financial impact with the withdrawal of membership.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

In 2009, LA-RICS JPA was formed to allow public safety agencies throughout Los Angeles County to communicate with one another on a unified Land Mobile Radio (LMR) system. On February 18, 2009, the City Council adopted Resolution No. 7027, authorizing the City's membership to the LA-RICS JPA at no cost.

Following the formation of LA-RICS, the JPA applied for and was awarded a \$153 million grant for a Broad Band Long Term Evolution (LTE) data system for police and fire personnel that would operate throughout Los Angeles County. Due to time requirements imposed by the LTE grant, LA-RICS' focus has changed considerably from LMR to LTE.

## Analysis

When the LA-RICS JPA was formed, there was no accurate estimation as to the construction or operational costs of the systems. Uncertainty still exists over costs due to vagueness in technical system designs, the geographic area the systems will cover, and the number of antennas and other system delivery devices which will be required, and where such equipment would be physically

located.

On March 7, 2014, a draft Funding Plan (Plan) was circulated to the membership soliciting feedback. South Pasadena and 20 other member cities submitted a joint comment letter to LA-RICS expressing their common concerns with the Plan. Subsequently, the Plan was modified to reflect an annual operational fee, and a 50% population/50% geography assessment formula, addressing different concerns than the joint comment letter expressed. Absent endorsement from the JPA's Finance Sub-Committee, the Plan was submitted to the JPA's Governance Board and ultimately adopted on May 28, 2014. The Plan motion also included a provision to revisit the Funding Plan in year three. The Governance Board took a separate motion to adopt a 180-day no-cost Opt-Out Period which has subsequently been extended to 545 days, expiring on November 24, 2015.

Below is a summary of South Pasadena's estimated membership fees for LA-RICS.

| Fiscal Year | JPA Operations with LTE and LMR Capital Costs | Total       |
|-------------|---|-------------|
| 2015/2016   | \$12,331                                      | \$12,331    |
| 2016/2017   | \$35,421                                      | \$47,752    |
| 2017/2018   | \$61,369                                      | \$109,121   |
| 2018/2019   | \$61,946                                      | \$171,067   |
| 2019/2020   | \$63,149                                      | \$234,216   |
| 2020/2021   | \$63,314                                      | \$297,530   |
| 2021/2022   | \$63,799                                      | \$361,329   |
| 2022/2023   | \$64,159                                      | \$425,488   |
| 2023/2024   | \$64,530                                      | \$490,018   |
| 2024/2025   | \$65,044                                      | \$555,062   |
| 2025/2026   | \$65,435                                      | \$620,497   |
| 2026/2027   | \$65,969                                      | \$686,466   |
| 2027/2028   | \$66,514                                      | \$752,980   |
| 2028/2029   | \$66,937                                      | \$819,917   |
| 2029/2030   | \$67,505                                      | \$887,422   |
| 2030/2031   | \$58,913                                      | \$946,335   |
| 2031/2032   | \$59,903                                      | \$1,006,238 |

It is worth noting that the cost figures put forth by LA-RICS assume \$180 million in grant

## Withdrawal of Membership from LA-RICS JPA

April 22, 2015

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funding becomes available to subsidize the system. More importantly, the current Funding Plan is premised on 82 cities and other agencies in Los Angeles County remaining as participants in the LA-RICS system. As members withdraw from the JPA, the costs borne by the remaining members will rise. Additionally, if certain strategic assets and locations are lost by members withdrawing, the system may need to be redesigned and costs adjusted accordingly. As of the date this report was completed, the following cities have formally withdrawn from the LA-RICS JPA: Alhambra, Arcadia, Azusa, Burbank, Calabasas, Gardena, Glendale, Long Beach, Palos Verdes Estates, Pomona, Rancho Palos Verdes, and Torrance.

Additionally, the adopted Funding Plan does not include upgrades required by each agency for radio and dispatch consoles required as a result of the transition to the LA-RICS system. South Pasadena has hand-held radio units, vehicle mounted radio equipment, and dispatch consoles that may need to be upgraded. If these upgrades are needed, it is estimated that costs for the dispatch equipment would be in excess of \$200,000, and costs for portable and mobile radio equipment to be \$8,000 to \$10,000 per unit. It is unclear if the entirety of these radio change-outs would need to be incurred by FY 2017/18 when the LMR system is projected to be operational. Lastly, LA-RICS asserts that members with terrain features or large structures that inhibit radio transmission may experience service interruptions, and that they (the member) may be responsible for the costs of building and maintaining facilities (radio towers, etc.) to fill those coverage gaps.

On April 3, 2015, the US Department of Commerce, Acquisition and Grants Office, made notification to the Executive Director of LA-RICS advising that the Broadband Technology Opportunities Program (BTOP) grant funds were being suspended. The letter cited the fact that LA-RICS was not in compliance with the terms and conditions of the awarded grant. The Grants Management Division gave LA-RICS a deadline of April 13, 2015 to submit an acceptable corrective action plan.

Based on the foregoing, at this time staff does not believe it is in the best financial, technical and operational interest of the City of South Pasadena to remain a member of LA-RICS, thus it is recommending withdrawal from the LA-RICS JPA. The withdrawal of membership from LA-RICS will not have an adverse impact on the City's public safety service delivery efforts. Presently, the City of South Pasadena public safety departments communicate with one another by use of a common radio communications system, and with other public safety agencies via the Interagency Communications Interoperability System (ICIS). ICIS provides reliable, secured, encrypted radio channels to over 15 agencies who share radio towers for county-wide radio broadcasting range. The City has been a member of ICIS for over seven years. The member costs associated with belonging to ICIS are included in the annual Verdugo Communications Center charges for the Fire Department. The Police Department currently contracts with the City of Pasadena for radio network services at a monthly service fee of \$1,000. The Police Department also contracts with ICIS for roaming capabilities at a cost of \$5 per radio.

Withdrawal of Membership from LA-RICS JPA  
April 22, 2015  
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**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment: Resolution No. 7027 and executed LA-RICS JPA Agreement

**RESOLUTION NO. 7027**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
APPROVING THE LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM (LA-RICS)  
JOINT POWERS AGREEMENT (JPA) THUS AUTHORIZING  
THE CITY'S MEMBERSHIP IN THE LA-RICS AUTHORITY  
AND AUTHORIZING THE MAYOR TO EXECUTE  
THE JPA AGREEMENT**

**WHEREAS**, the City of South Pasadena recognizes the need for a wide-area and interoperable communications system to better respond to regional crises and disaster-type events; and

**WHEREAS**, the City of South Pasadena, acting independently, has limited resources to construct such a communications network providing these capabilities; and

**WHEREAS**, a Joint Powers Agreement (JPA) intended to create an Authority to coordinate a county-wide radio communications system for law enforcement and fire communications has been drafted; and

**WHEREAS**, the City Council desires to become a member of the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority created thereto.

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

**SECTION 1.** Pursuant to the City's authority under the Joint Exercise of Powers Act in the California Government Code Section 6500 et. seq., the Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement is approved thereby authorizing the City's membership in the Los Angeles Regional Interoperable Communications System Authority.

**SECTION 2.** The Mayor is hereby authorized to affix his signature to the resolution signifying its adoption.

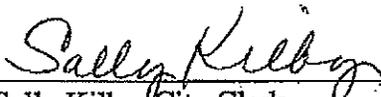
**SECTION 3.** The City Clerk shall certify to the adoption of this resolution.

**PASSED, APPROVED AND ADOPTED ON** this 18<sup>th</sup> day of February, 2009.

  
\_\_\_\_\_  
David Sifuentes, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sally Kilby, City Clerk

  
\_\_\_\_\_  
Richard L. Adams II, City Attorney

**I HEREBY CERTIFY** the foregoing resolution was duly adopted by the City Council of the City of South Pasadena at a regular meeting held on the 18th day of February, 2009, by the following vote:

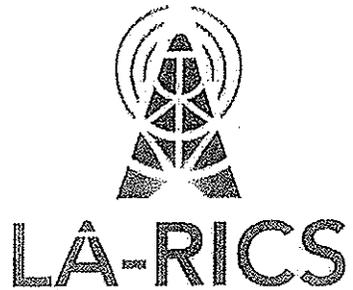
**AYES:** Cacciotti, Putnam, Schneider, Ten and Mayor Sifuentes

**NOES:** None

**ABSENT:** None

**ABSTAINED:** None

  
\_\_\_\_\_  
Sally Kilby, City Clerk



The Los Angeles  
Regional Interoperable  
Communications System  
Authority

Joint Powers Agreement

January 2009

**The Los Angeles Regional Interoperable Communications System Authority  
 Joint Powers Agreement  
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Exhibit A – Members

**Joint Powers Agreement to Establish  
The Los Angeles Regional  
Interoperable Communications System Authority**

THIS JOINT POWERS AGREEMENT (the "Agreement") is made as of the Effective Date by and between the public agencies set forth in Exhibit A.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

**RECITALS**

Whereas the Members require wide area and interoperable communications, and Members acting independently have limited resources to construct a communications network providing these capabilities; and,

Whereas the Members have determined that working in concert to share radio communications resources is in the public interest, as doing so would provide the most effective and economical radio communications network for all participating public agencies; and,

Whereas the Members agree that the collective goal is to evaluate, establish, and participate in a public safety radio network to meet or enhance current public safety radio communications needs of Members and to provide an architecture capable of expanding to meet future needs; and,

Whereas, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et. seq., (the "Act") to enter into this Agreement.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the Members as herein contained, the Members agree as follows:

**Article I - GENERAL PROVISIONS**

**1.01 Purpose.**

This Agreement is to create an agency to exercise the powers shared in common by its Members to engage in regional and cooperative planning and coordination of governmental services to establish a wide-area interoperable public safety communications network (hereinafter referred to as the "Los Angeles Regional Interoperable Communications System", "LA-RICS", or the "System"). As part of this

purpose, Members will seek to meet or enhance the current public safety communications needs with a System capable of expanding to meet future needs; develop funding mechanisms; and resolve technical and operational issues in the development and management of the System. Such purposes are to be accomplished and said common power exercised in the manner hereinafter set forth.

#### **1.02 Creation of Authority.**

Pursuant to the Act, the Members hereby create a public entity to be known as the "Los Angeles Regional Interoperable Communications System Authority" (hereinafter, the "Authority"). The Authority shall be a public entity separate and apart from the Members who shall administer this Agreement. The jurisdiction of the Authority shall be all territory within the geographic boundaries of the Members; however the Authority may undertake any action outside such geographic boundaries as is necessary and incidental to the accomplishment of its purpose.

#### **1.03 Membership in the Authority.**

Participation in the Authority is limited to public agencies, as defined by the Act, in the greater Los Angeles area that have approved and executed this Agreement, and contributed resources of any kind toward the construction and/or on-going operation of the System (including, but not limited to financial, personnel, frequency, equipment, radio site, real estate or other resources), as approved by the Board of Directors.

#### **1.04 Term.**

This Agreement shall become effective, and the Authority shall come into existence, when each of the following occurs (the "Effective Date"):

- (a) The Agreement is authorized and executed by the City of Los Angeles and the County of Los Angeles; and
- (b) Forty-five days has elapsed after the authorization and execution of the Agreement by both the City of Los Angeles and County of Los Angeles.

Prior to the Effective Date, public agencies may become Members of the Authority, without Board approval, by adoption and execution of this Agreement. After the Effective Date, membership is subject to approval by the Board as set forth in Section 7.02(a) of this document.

**Article II - Board of Directors.****2.01 Composition of the Board**

The Authority shall be administered by a Board of Directors (the "Board") consisting of a minimum of eight (8) Directors and not more than seventeen (17) Directors identified by the following appointing authorities:

1. The City of Los Angeles City Administrative Officer
2. The City of Los Angeles Fire Chief
3. The City of Los Angeles Police Chief
4. The City of Los Angeles Chief Legislative Analyst
5. The County of Los Angeles Chief Executive Officer
6. The County of Los Angeles Fire Chief
7. The Sheriff of Los Angeles County
8. The County of Los Angeles Department of Health Services Director
9. The Los Angeles Unified School District Police Chief
10. The City of Long Beach
11. The Los Angeles Area Fire Chiefs Association
12. The Los Angeles County Police Chiefs Association
13. The California Contract Cities Association
14. At Large
15. At Large
16. At Large
17. At Large

**2.02 Appointment of Directors**

- (a) Each of the officials listed in 1 through 9 above may appoint one Director and one Alternate Director to the Board when the agency such official represents becomes a Member.
- (b) The City of Long Beach may appoint one Director and one Alternate Director to the Board when the City of Long Beach becomes a Member.
- (c) Each of the Associations listed in 11 and 12 above may appoint one Director and one Alternate Director to the Board when at least one member of their respective Association becomes a Member of the Authority.
- (d) The California Contract Cities Association may appoint one Director and one Alternate Director to the Board when at least one member of the Association becomes a Member of the Authority. In order to participate in the selection process, Association members must also be Members of the Authority.

(e) At Large Directors and Alternate Directors shall be selected by a majority vote of Member cities, other than the Cities of Los Angeles and Long Beach, as follows:

- (1) One At Large Director (and one Alternate Director) must represent a Member city that operates both independent police and fire departments;
- (2) Two At Large Directors (and two Alternates) must represent Member cities that operate an independent police department and/or an independent fire department; and
- (3) One At Large Director (and one Alternate Director) must represent a Member city not otherwise represented on the Board.

(f) Within fifteen (15) days after the Effective Date, eligible Member cities shall endeavor to meet and provide for the selection of the At Large Directors and Alternate Directors, and all other entities shall endeavor to appoint their Directors and Alternates. The logistics for filling the At Large Director and Alternate Director vacancies shall be provided for in the bylaws.

(g) At the time of appointment and for the duration of service, Directors and Alternate Directors shall be employees or officers of Members. All Directors and Alternate Directors shall be non-elected officials, with the sole exception of the Los Angeles County Sheriff.

(h) The term of office of each Director and Alternate Director shall be two years, or until a successor has been appointed. Directors and Alternate Directors may serve an unlimited number of terms.

(i) No Member can hold more than one seat on the Board concurrently, except that the County of Los Angeles and the City of Los Angeles can hold the Board seats designated by the eight individuals listed in items 1 through 8 in Section 2.01.

(j) An Alternate Director may act in their Director's absence and shall exercise all rights and privileges of a Director.

(k) Each Director and each Alternate Director shall serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time without notice.

(l) Notice of any removal or appointment of a Director or Alternate Director shall be provided in writing to the Chair of the Board.

### 2.03 Purpose of Board.

The general purpose of the Board is to:

- (a) Provide structure for administrative and fiscal oversight;
- (b) Identify and pursue funding sources;
- (c) Set policy;
- (d) Maximize the utilization of available resources; and
- (e) Oversee all Committee activities.

#### **2.04 Specific Responsibilities of the Board.**

The specific responsibilities of the Board shall be as follows:

- (a) Identify participating entities needs and requirements;
- (b) Develop and implement a funding plan (the "Funding Plan") for the construction and on-going operation of a shared voice and data system;
- (c) Formulate and adopt the budget prior to the commencement of the fiscal year;
- (d) Hire necessary and sufficient staff and adopt personnel rules and regulations;
- (e) Adopt rules for procuring supplies, equipment and services;
- (f) Adopt rules for the disposal of surplus property;
- (g) Establish committees as necessary to ensure that the interests and concerns of each user agency are represented and to ensure operational, technical and financial issues are thoroughly researched and analyzed;
- (h) Provide for System implementation and monitoring;
- (i) Determine the most appropriate and cost effective maintenance plan for the System;
- (j) Provide for System maintenance;
- (k) Adopt and revise System operating policies and procedures, as well as technical and maintenance requirements;
- (l) Review and adopt recommendations regarding the establishment of System priorities and task groups;
- (m) Address concerns of all System user agencies;
- (n) Oversee the establishment of long-range plans;

- (o) Conduct and oversee System audits at intervals not to exceed three years;
- (p) Arrange for an annual independent fiscal audit;
- (q) Adopt such bylaws, rules and regulations as are necessary for the purposes hereof; provided that nothing in the bylaws, rules and regulations shall be inconsistent with this Agreement; and
- (r) Discharge other duties as appropriate or required by statute.

#### **2.05 Startup Responsibilities**

The Authority shall have the duty to do the following within the specified timeframe or, if no time is specified, within a reasonable time:

- (a) To establish within three (3) months of the Effective Date of this Agreement the Advisory Committees designated in Section 3.07;
- (b) To use its best efforts to develop and adopt within nine (9) months of the Effective Date of this Agreement:
  - (1) A plan specifying a means or formula for determining the timing and sequencing of construction of the System consistent with the functional specifications; and
  - (2) A Funding Plan specifying a means or formula for funding the construction, operation and maintenance of the System; such Funding Plan shall include an allocation of costs among the Members, subscribers, and other funding sources;
- (c) To establish System participation pricing including start-up costs, and ongoing Subscriber/Member unit pricing to cover System operations, technical upgrades, and System replacement reserves;
- (d) To encourage other governmental and quasi-governmental agencies, including but not limited to, the State and Federal government, and special districts, to participate in LA-RICS;
- (e) To establish policies and procedures for the voluntary transfer and/or sharing of assets from Members;
- (f) To retain legal counsel; and
- (g) To evaluate the need for, acquire and maintain necessary insurance.

## 2.06 Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings provided, however, that at least one regular meeting shall be held quarterly. The date, hour and location of regular meetings shall be fixed by resolution of the Board and a copy of the resolution shall be transmitted to each of the Members.

(b) Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the bylaws.

(c) Call, Notice and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with California Government Code section 54950). As soon as practicable, but no later than the time of posting, the Secretary shall provide notice and the agenda to each Member, Director and Alternate Director.

(d) First Meeting. The first meeting of the Board shall be no sooner than fifteen (15) days after the Effective Date.

## 2.07 Minutes.

The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as practicable after each meeting, cause a copy of the minutes to be made available to each Director, the Members and other parties upon request.

## 2.08 Voting.

All voting power of the Authority shall reside in the Board. Each Director shall have one vote. An Alternate Director may participate and vote in the proceedings of the Board only in the absence of that Alternate's Director. No absentee ballot or proxy shall be permitted.

## 2.09 Quorum; Required Votes; Approvals.

A majority of the appointed Directors shall constitute a quorum of the Board for the transaction of business except that less than a quorum or the Secretary may adjourn meetings of the Board from time-to-time. The affirmative votes of a majority of the appointed Directors shall be required to take any action by the Board, except, two-thirds vote (or such greater vote as required by state law) of the appointed Directors shall be required to take any action on the following:

- (a) Establish start-up contributions from Members;
- (b) Adopt a Funding Plan;

- (c) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, levy and collect, or cause to be collected, communication impact fees on new residential, commercial, and industrial development, as authorized by local, state, and federal law;
- (d) Change the designation of Treasurer or Auditor of the Authority;
- (e) Issue bonds or other forms of debt;
- (f) Adopt or amend the bylaws; and
- (g) Subject to prior approval by the passage of an authorizing ordinance or other legally sufficient action by the affected jurisdiction, exercise the power of eminent domain.

### **Article III - OFFICERS, EMPLOYEES AND ADVISORY COMMITTEES**

#### **3.01 Chairperson, Vice-Chairperson and Secretary.**

For each fiscal year, the Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary, who need not be a Director. In the event that the Chairperson, the Vice-Chairperson or Secretary so elected resigns from such office or his/her represented Member ceases to be a Member of the Authority, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs or as soon as practicable thereafter. Succeeding officers shall perform the duties normal to said offices. The Chairperson shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed by the Board. In the absence of the Chairperson, the Vice-Chairperson shall sign contracts and perform all of the Chairperson's duties.

#### **3.02 Treasurer.**

The Treasurer and Tax Collector of the County of Los Angeles shall be the Treasurer of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Treasurer of the Authority.

The Treasurer shall be the depository, shall have custody of the accounts, funds and money of the Authority from whatever source, and shall have the duties and obligations set forth in the Act. For grants awarded to Members or third parties for use with the System, the Treasurer will work with the Member or third party to put in place appropriate fiscal controls to meet the grant requirements.

**3.03 Auditor.**

The Auditor-Controller of the County of Los Angeles shall be the Auditor of the Authority. To the extent permitted by the Act, the Board may change, by resolution, the Auditor of the Authority.

The Auditor shall perform the functions of auditor for the Authority and shall make or cause an independent annual audit of the accounts and records of the Authority by a certified public accountant, in compliance with the requirements of the Act and generally accepted auditing standards.

**3.04 Bonding of Persons Having Access to Property.**

Pursuant to the Act, the Board shall designate the public officer or officers or person or persons who have charge of, handle, or have access to any property of the Authority and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the Board.

**3.05 Other Employees.**

The Board shall have the power by resolution to appoint and employ such other officers, employees, consultants and independent contractors as may be necessary to carry-out the purpose of this Agreement.

**3.06 Privileges and Immunities from Liability.**

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of the Authority to the same degree and extent while engaged in the performance of any of the functions and other duties of such officers, agents or employees under this Agreement. None of the officers, agents or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by the Members or by reason of their employment by the Board, to be subject to any of the requirements of the Members.

**3.07 Advisory Committees.**

The Board shall establish the following Advisory committees:

- (a) Operations Committee – The Operations Committee's primary purpose is to review and recommend to the Board operating policies and procedures that will ensure the System resources are used efficiently to meet the needs of all Members.
- (b) Technical Committee – The Technical Committee's primary purpose is to review and recommend to the Board policies and procedures related to System performance, maintenance and other technical issues.

(c) Finance Committee – The Finance Committee's primary purpose is to review and recommend to the Board:

- (1) .The Funding Plan;
- (2) A fiscal year budget; and
- (3) Financial policies and procedures to ensure equitable contributions by Members.

(d) Legislative Committee – The Legislative Committee's primary purpose is to review and recommend to the Board a plan for securing funding from state and federal governments and to advise the Board on regulatory and legislative matters.

### **3.08 Membership of Advisory Committees.**

Each Director shall appoint one voting member to each Advisory Committee.

### **3.09 Meetings of Advisory Committees.**

All meetings of each Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of each Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Committee shall provide notice and the agenda to each Member, Director and Alternate Director.

### **3.10 Officers of Advisory Committees.**

Unless otherwise determined by the Board, each Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary.

## **Article IV - POWERS**

### **4.01 General Powers.**

The Authority shall have the powers common to the Members and which are necessary or convenient to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04. As provided in the Act, the Authority shall be a public entity separate from the Members.

### **4.02 Power to Issue Bonds.**

The Authority shall have all of the powers provided in Articles 2 and 4 of Chapter 5, Division 7, Title 1 of the California Government Code, including the power to issue bonds thereunder.

#### 4.03 Specific Powers.

The Authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) To make and enter into contracts, including but not limited to, agreements for the purpose of acquiring real and/or personal property, equipment, employment contracts and professional services agreements;
- (b) To make and enter into contracts with subscribers who desire to utilize the System for their primary radio communications and affiliates who desire to utilize the System only for mutual or automatic aid;
- (c) To acquire, construct, maintain, or operate telecommunications systems or service and to provide the equipment necessary to deliver public services therefrom;
- (d) To acquire, construct, manage, maintain or operate any building, works or improvements;
- (e) To acquire, hold, lease, or dispose of property;
- (f) To employ or engage contractors, agents, or employees;
- (g) To sue and be sued in its own name;
- (h) To apply for, receive and utilize grants and loans from federal, state or local governments or from any other available source in order to pursue the purposes of the Authority;
- (i) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation to the individual respective Members;
- (j) To invest any money in the treasury, pursuant to the Act, which is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code; and
- (k) To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

**4.04 Limitation on Exercise of Powers.**

All common powers exercised by the Board shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Los Angeles, as may be amended from time to time.

**4.05 Obligations of Authority.**

The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the Members. In addition, pursuant to the Act, no Director shall be personally liable on the bonds or subject to any personal liability or accountability by reason of the issuance of bonds.

**4.06 Additional Powers to be Exercised.**

In addition to those powers common to each of the Members, the Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

**Article V - CONTRIBUTIONS; ACCOUNTS AND REPORTS; FUNDS****5.01 Adoption of Funding Plan.**

It is a critical goal of the Authority to develop a Funding Plan that identifies funding sources and mechanisms, including a development schedule and phasing plan, which will permit the maximum feasible participation by Members. The Funding Plan shall be descriptive as to the contributions required from Members.

Prior to committing resources for the construction of the System, a proposed Funding Plan as designated in Section 2.05(b)(2) shall be developed.

In order for the Funding Plan to be considered by the Members prior to its adoption, the Board shall distribute the proposed Funding Plan to Members pursuant to Section 7.01. The proposed Funding Plan shall be accompanied by a description of the System, and reports and studies to allow Members to determine the System capability, cost, financing and the effects on individual Members. The Board shall also designate a period, which shall be not less than 60 days, during which Members may provide comments to the Board regarding the proposed Funding Plan.

After the comment period has expired, the Board may:

- (a) Adopt the Funding plan as proposed;
- (b) Revise the Funding Plan to address some or all of the Member comments; or
- (c) Reconsider the Funding Plan at a later date.

Notice shall be given to Members pursuant to Section 7.01 within five days of adoption of the Funding Plan. The notice shall include a copy of the adopted Funding Plan. The Board shall also designate a period, which shall be not less than 35 days after the Funding Plan is adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any Member that withdraws from the Authority within this time period.

After the Funding Plan has been adopted, and until contracts are awarded to design and/or construct the System, if the Funding Plan is revised in a manner which will substantially increase the financial obligations of the Members, then any Member so affected will have a further right to withdraw within a period designated by the Board, which shall be not less than 45 days after the adoption of the Revised Funding Plan. There will be no costs for any Member that withdraws from the Authority within this time period, except for obligations incurred prior to the adoption of the Revised Funding Plan.

#### **5.02 Contributions.**

The Members may, in the appropriate circumstance, or when required hereunder:

- (a) Make contributions from their treasuries for the purposes set forth herein;
- (b) Make payments of public funds to defray the cost of such purposes;
- (c) Make advances of public funds for such purposes, such advances to be repaid as provided by written agreement; or
- (d) Use its personnel, equipment or property in lieu of other contributions or advances.

No Member shall be required to adopt any tax, assessment, fee or charge under any circumstances.

#### **5.03 Accounts and Reports.**

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any trust agreement entered into with respect to the proceeds of any bonds issued by the Authority. The books and records of the Authority in the hands of the Treasurer shall be open to inspection at all reasonable times by duly appointed representatives of the Members. The Treasurer, within 180 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Members.

#### **5.04 Funds.**

The Treasurer shall receive, have custody of and/or disburse Authority funds in accordance with the laws applicable to public agencies and generally accepted



accounting practices, and shall make the disbursements required by this Agreement in order to carry out any of the purposes of this Agreement.

**5.05 Sharing of Frequencies.**

Members holding Federal Communication Commission (FCC) licenses to frequencies ("Licensee(s)") shall authorize the Authority to share the use of such frequencies and/or radio stations. Such use shall be in accordance with the Code of Federal Regulations, (47 CFR 90.179).

Any authorization for the use of such license shall be made pursuant to a written agreement between the Member and Authority. Revoking such authorization requires Member to provide twelve (12) months advance written notice to the Authority unless otherwise identified in written agreement. Licenses shall remain primary to the Member holding the license. Only the Member is allowed to make any modifications to its license(s) on behalf of the Authority, and the Authority shall pay all associated fees.

**5.06 Violations.**

Payment of fines and penalties imposed for operational or equipment violations shall be the responsibility of the entity committing the violation. If the entity responsible for a violation is not the FCC Licensee, then the responsible entity shall pay forthwith any fines imposed upon the Licensee, as specified in the bylaws.

**5.07 System Components.**

The System is comprised of components that include physical plant, infrastructure, frequencies, user equipment, and dispatch center equipment ( the "System Components") as described in this Section 5.07. Members shall retain ownership of System Components that they contribute to construct or operate the System, unless otherwise agreed to in writing. The Authority shall retain ownership of System Components purchased by the Authority, unless otherwise agreed to in writing.

(a) **Physical Plant:** The Physical Plant includes the following: real estate, shelters, environmental controls, antenna support structures, power systems, security systems, and other site structures. The maintenance of the Physical Plant shall be in accordance with the requirements specified by the Authority and is the responsibility of the contributing Member, unless otherwise agreed to in writing.

(b) **Infrastructure:** Infrastructure includes the following: antenna systems, base station repeaters, diagnostic and alarm systems, microwave systems, backhaul systems, control equipment and all other related electronic equipment and software. The Authority is responsible for the operation and maintenance of Infrastructure.

(c) **Frequencies:** Frequencies are radio channels that have been licensed by the FCC in accordance with the Code of Federal Regulations. Licensees shall authorize

the Authority to share the use of such frequencies and/or radio stations subject to a separate frequency sharing agreement.

(d) **User Equipment:** User Equipment includes the following: mobile radios, portable radios, mobile data computers, radio data modems, control stations, and other related equipment. All User Equipment shall meet or exceed the minimum acceptable standards established by the Authority. In the event that any User Equipment is determined to be affecting the proper operation of the overall System as identified by the Authority, such User Equipment shall be immediately removed from service and shall not be returned to service until any deficiencies are resolved to the satisfaction of the Authority. The Authority shall maintain a list of User Equipment approved for operation on the System. Any changes to the User Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

(e) **Dispatch Center Equipment:** Dispatch Center Equipment includes the following: dispatch consoles, logging recorders, system interfaces, and other ancillary equipment. The Authority shall maintain a list of Dispatch Center Equipment approved for operation on the System. Any changes to the Dispatch Center Equipment list shall be approved by the Authority. Such approval shall not be unreasonably withheld.

#### **5.08 Adverse Impacts on System.**

No Member, subscriber or affiliate shall take any action that adversely impacts the System. If the System is impacted by actions of a Member, subscriber or affiliate, the offending party shall take immediate action to return the System to its full operating state. The Authority, or its designee as set forth in the bylaws, shall make the sole determination of whether Member, subscriber or affiliate equipment or operations adversely impact the System.

### **Article VI - WITHDRAWAL AND TERMINATION**

#### **6.01 Withdrawal by Members.**

After the periods referred to in Section 5.01, Members may withdraw from the Authority by giving notice as follows:

(a) Members who do not provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson ninety (90) days advanced written notice of its intent to withdraw from the Authority;

(b) Members who provide Infrastructure, Frequencies or Physical Plant to System shall provide to the Chairperson twelve (12) months advanced written notice of its intent to withdraw from the Authority.

#### **6.02 Financial Liabilities of Withdrawing Members.**

Except as otherwise provided in Section 5.01:

(a) A withdrawing Member shall remain liable for all financial liabilities incurred during its membership in the Authority; however, the Member shall not be liable for any new financial liabilities incurred after submitting written notice to withdraw.

(b) The withdrawing Member must continue to pay its share of operating costs during the ninety day or twelve month period, as applicable, after submitting its written notice of the intent to withdraw.

(c) The Authority and the withdrawing Member may negotiate a buy-out agreement for early termination of membership to retire any ongoing financial obligations the Member shares with the Authority.

(d) If a withdrawing Member holds a seat on the Board, that Member's participation on the Board shall immediately cease when the written notice to withdraw is submitted.

#### **6.03 Retention of Assets by Withdrawing Members.**

Each Member shall hold its licenses and retain sole ownership of its licenses, including those authorized for use by the Member to the Authority. The licenses and any System Components provided by a Member to the Authority shall remain the sole asset of that Member unless otherwise negotiated. If requested by the Authority, the withdrawing Member shall consider options for the Authority's continued use of Member assets. Acceptance of any option is at the sole discretion of the withdrawing Member. In addition, the use by the Authority of the withdrawing Member's System Components shall be terminated upon the effective date of withdrawal (twelve months from initial notice), and such System Components shall remain the sole asset of the withdrawing Member, unless otherwise agreed. Such withdrawing Member shall have no interest or claim in any remaining assets of the Authority, the Board, or of any of the remaining Members.

#### **6.04 Termination of Authority and Disposition of Authority Assets.**

Upon termination of this Agreement and dissolution of the Authority by all Members, and after payment of all obligations of the Authority, the Board:

(a) May sell or liquidate Authority property; and

- (b) Shall distribute assets, including real or personal property, in proportion to the contributions made by Members.

Any System Components provided by a Member to the Authority shall remain the asset of that Member and shall not be subject to distribution under this section.

## Article VII - MISCELLANEOUS PROVISIONS

### 7.01 Notices.

Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The parties may give notice by:

- (a) Personal delivery;
- (b) E-mail;
- (c) U.S. Mail, first class postage prepaid;
- (d) "Certified" U.S. mail, postage prepaid, return receipt requested;
- (e) Facsimile; or
- (f) Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

- (a) The date of personal delivery;
- (b) The third business day following deposit in the U.S. mail, when sent by "first class" mail;
- (c) The date on which the party or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by "certified" mail; or
- (d) The date of transmission, when sent by e-mail or facsimile.

**7.02 Amendment; Addition of Members.**

(a) In addition to the original signatories to this Agreement, other public agencies may join the Authority as a Member, subject to the provisions of Section 1.03. The addition of any Member shall become effective upon:

- (1) The execution on behalf of such entity of a counterpart of this Agreement and the delivery of such executed counterpart to the Board; and
- (2) The adoption of a resolution of the Board admitting that agency to the Authority.

(b) This Agreement may only be amended by two-thirds of the Members, which must include the affirmative votes of the City of Los Angeles and the County of Los Angeles, evidenced by the execution of a written amendment to this Agreement. However, this Agreement shall not be amended, modified or otherwise revised, changed or rescinded, if such action would:

- (1) Materially and adversely affect either the rating of bonds issued by the Authority, or bondholders holding such bonds; or
- (2) Limit or reduce the obligations of the Members to make, in the aggregate, payments which are for the benefit of the owners of the bonds.

**7.03 Fiscal Year.**

The Authority's 12-month fiscal year shall be specified in the Authority's bylaws.

**7.04 Consents and Approvals.**

Any consents or approvals required under this Agreement shall not be unreasonably withheld.

**7.05 Amendments to Act.**

The provisions of the Act, as it may be amended from time to time, which are required to be included in this Agreement, are hereby incorporated into this Agreement by reference.

**7.06 Enforcement of Authority.**

The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

**7.07 Severability.**

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement were, to any extent, adjudged invalid, unenforceable, void, or voidable for

any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**7.08 Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of each Member.

**7.09 Assignment.**

No Member shall assign any rights or obligations under this Agreement without the prior written consent of the Board.

**7.10 Governing Law.**

This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

**7.11 Headings.**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

**7.12 Counterparts.**

This Agreement may be executed in counterparts.

**7.13 No Third Party Beneficiaries.**

This Agreement and the obligations hereunder are not intended to benefit any party other than the Authority and its Members, except as expressly provided otherwise herein. No entity that is not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

**7.14 Filing of Notice of Agreement.**

Within 30 days after the Effective Date, or amendment thereto, the Secretary shall cause to be filed with the Secretary of State the notice of Agreement required by the Act.

**7.15 Conflict of Interest Code.**

The Board shall adopt a conflict of interest code as required by law.

**7.16 Indemnification.**

The Authority shall defend, indemnify and hold harmless each Member (and each Member's officers, agents, and employees) from any and all liability, including but not limited to claims, losses, suits, injuries, damages, costs and expenses (including



attorney's fees), arising from or as a result of any acts, errors or omissions of the Authority or its officers, agents or employees.

**7.17 Dispute Resolution/Legal Proceedings.**

Disputes regarding the interpretation or application of any provision of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Members and/or the Authority.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:



City of South Pasadena Authorization  
For Membership in the Los Angeles Regional Interoperability  
Communications System Authority (LA-RICS)

IN WITNESS WHEREOF, the City of South Pasadena, by order of its City Council, has caused this Joint Powers Agreement to be executed on its behalf by the Mayor, and attested by the City Clerk, as of the date so attested below.

[Signature]  
MAYOR

2/18/09  
DATE

ATTEST:

[Signature]  
CITY CLERK

2-18-09  
DATE

# 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: April 22, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Arthur Miller, Police Chief *AM*  
Brian Solinsky, Acting Captain  
SUBJECT: **Authorize a Letter in Opposition to Senate Bill 608, The Right to Rest Act**

## **Recommendation**

It is recommended that the City Council authorize submitting a letter opposing Senate Bill 608 (SB 608), The Right to Rest Act.

## **Fiscal Impact**

No fiscal impact is anticipated from sending a letter in opposition to SB 608. However, we would anticipate a significant fiscal impact to all areas of local government should SB 608 be enacted. This measure grants rights to homeless persons to occupy public property, including parked vehicles, and authorizes fines of \$1,000 and attorney's fees for "harassment" conducted by law enforcement, public or private security personnel, or a business improvement district (BID) agent that "a reasonable person would consider alarming, threatening, tormenting, or terrorizing." Cities may incur significant costs if such actions are brought by homeless persons alleging violations of these new rights.

## **Commission Review and Recommendation**

This matter was not reviewed by a commission.

## **Background**

SB 608 was introduced by Senator Carol Liu in February 2015. The intent of the bill is to provide relief and support to members of the homeless community by establishing new rights in the homeless to occupy public spaces for shelter from the elements, eat/share/give/accept food, religious practices, and shield homeless persons from legal repercussions for loitering, trespassing, and violations of vehicle law. Similar bills are currently being introduced in Oregon and Colorado. The legislation was written by a University of California, Berkeley resource group known as the "Right to Rest Act." According to the research group, 58 cities were used in a study with an average of nine laws enacted per city to address homelessness. Senator Liu was quoted as saying, "the bill will end a trend of cities passing laws that criminalize the basic civil rights of homeless people."

The League of California Cities recently took a position to oppose SB 608 and encourages other cities throughout the state to do the same.

South Pasadena has experienced numerous issues with homeless sleeping in doorways to local businesses, loitering in front of government facilities, camping in parks and on nature trails, breaking into private residences, vandalism, and unsanitary conditions. As the homeless population increases, the reported issues and violence will likely rise.

In a proactive approach and recognizing the needs of our homeless community, the Police Department has identified the population by name and personal photographs. The Police Department has provided vital public health services and transportation to the homeless community, yet all attempts were declined.

### **Analysis**

Though the measure is well-intended, SB 608 may create significant health and fiscal concerns for California cities. The bill exempts the homeless population, as expansively defined in the bill, from being guilty of a misdemeanor if they lodge in any building, structure, vehicle, or place without permission of the owner or persons entitled to the possession and control of it.

SB 608 would provide new rights to the homeless population, with virtually no regulating authority. If enacted, SB 608 would provide homeless persons the right to use public space without discrimination based on their housing status. It would describe basic human and civil rights that may be exercised without being subject to criminal or civil sanctions or harassment, including the right to:

- Use and move freely in public spaces without time limitations based on housing status
- Rest in public spaces and to protect oneself from the elements in a nonobstructive manner
- Eat, share, accept or give food in any public space in which having food is not prohibited
- Perform religious observances in public spaces without discrimination based on housing status
- Occupy a motor vehicle or recreational vehicle legally parked or parked with the permission of the owner

As proposed under SB 608, the homeless would be accorded expansive rights that no other citizens have. It is anticipated the homeless population in South Pasadena would dramatically increase upon the enactment of SB 608. The increase in the homeless population would be significant throughout the entire community, including residential areas, public facilities, vehicles on streets, and commercial districts. The increase will affect the quality of life for residents of South Pasadena and have a direct impact on public sanitation conditions and cause significant public safety concerns.

SB 608 does not address the root causes of homelessness or help alleviate homelessness. SB 608 provides little to no legal recourse for cities. It provides no funding, programs, housing, or efforts to improve services and places undue burden on cities with already strained resources.

Letter of Opposition to SB 608

April 22, 2015

Page 3 of 3

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachments:

1. Letter of opposition to SB 608
2. SB 608 Bill Text
3. League of California Cities letter of opposition to SB 608

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**ATTACHMENT 1**  
Letter of Opposition to SB 608



## CITY OF SOUTH PASADENA

1414 MISSION STREET, SOUTH PASADENA, CA 91030

TEL: 626.403.7210 • FAX: 626.403.7211

[WWW.SOUTHPASADENACA.GOV](http://WWW.SOUTHPASADENACA.GOV)

April 22, 2015

The Honorable Senator Carol Liu  
California State Senate  
State Capitol, Room 5097  
Sacramento, CA 95814  
FAX: (916) 651-4925

RE: **SB 608 (Liu) The Right to Rest Act  
Notice of Opposition**

Dear Senator Liu:

On behalf of the City of South Pasadena, I write to inform you of our opposition to your SB 608. While the measure is well-intended, we do not believe it would make a positive contribution to combating homelessness in our state and within our communities.

SB 608 would enact The Right to Rest Act, which would provide homeless persons the right to use public space without discrimination based on their housing status. It would describe basic human and civil rights that may be exercised without being subject to criminal or civil sanctions or harassment, including the right to:

- Use and to move freely in public spaces...without time limitations that discriminate based on housing status;
- Rest in public spaces\* and to protect oneself from the elements in a nonobstructive manner;
- Eat, share, accept or give food in any public space in which having food is not prohibited;
- Perform religious observances in public spaces without discrimination based on housing status; and
- Occupy a motor vehicle or a recreational vehicle legally parked or parked with the permission of the property owner.

The bill defines public spaces as "any property that is owned, in whole or in part, by any state or local government entity of any property upon which there is an easement for public use and that is held open to the public including, but not limited to, plazas, courtyards, parking lots, sidewalks, public transportation facilities and services, public buildings, shopping centers, and parks."

SB 608 would exempt conduct that is protected by the bill, as described above, from the definition of the crime of disorderly conduct. Finally it would authorize a person whose rights have been violated pursuant to these provisions to enforce those rights in a civil action in which

the court may award the prevailing party injunctive and declaratory relief, restitution, damages, statutory damages of \$1,000 per violation, and attorney's fees and costs.

SB 608 contains no solutions for homelessness. It contains no new programs, no funding for housing, and no effort to improve services. It creates a special set of exemptions and privileges for one group of people and undermines the equal applicability of laws.

South Pasadena has experienced numerous issues with homeless sleeping in doorways to local businesses, loitering in front of government facilities, camping in parks and on nature trails, breaking into private residences, vandalism, and unsanitary conditions. As the homeless population increases, the reported issues and violence will likely rise.

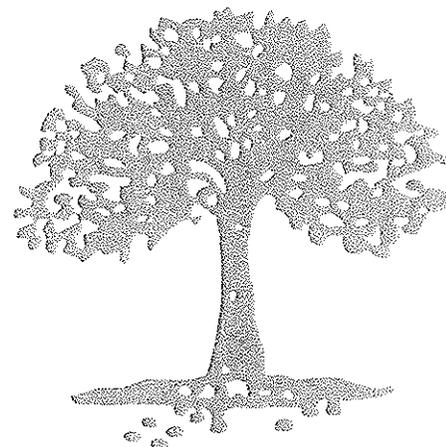
We believe that real solutions lie in providing resources for affordable housing and for treating underlying problems, not creating a special set of exemptions, privileges and rights for the homeless to occupy public and private property without complying with laws that apply to all others in society. Such an approach would create social disorder and undermine the ability of all others to access clean and non-threatening public spaces, while jeopardizing property rights and the economic viability of local businesses.

While we oppose the approach of SB 608 we share your desire to address the root causes of homelessness. To do so we must work together to provide more resources for affordable housing such as those proposed by AB 35 (Chiu and Atkins) which increases affordable housing tax credits by \$300 million and AB 1335 (Atkins) which would provide a permanent source of funding for affordable housing. These bills represent more constructive approaches to solving this chronic problem.

Sincerely,

Robert S. Joe  
Mayor

Cc: Assembly Member Holden, 41<sup>st</sup> District  
Senator Jim Beall, Chair, Senate Committee on Transportation and Housing,  
Fax: 916-651-4915  
Senator Hannah-Beth Jackson, Chair, Senate Judiciary Committee, Fax: 916-651-4919  
Jennifer Quan, League of California Cities, [jquan@cacities.org](mailto:jquan@cacities.org)



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**ATTACHMENT 2**  
**SB 608 Bill Text**

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**Introduced by Senator Liu**February 27, 2015

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An act to add Part 2.2 (commencing with Section 53.8) to Division 1 of, the Civil Code, and to amend Section 647 of the Penal Code, relating to homelessness.

## LEGISLATIVE COUNSEL'S DIGEST

SB 608, as introduced, Liu. Homelessness.

Existing law, the Unruh Civil Rights Act, provides that all persons within the state are free and equal, regardless of their sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, or sexual orientation, and are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

This bill would enact the Right to Rest Act, which would afford persons experiencing homelessness the right to use public space without discrimination based on their housing status. Because the bill would require local agencies to perform additional duties, it would impose a state-mandated local program. The bill would describe basic human and civil rights that may be exercised without being subject to criminal or civil sanctions or harassment, including the right to use and to move freely in public spaces, the right to rest in public spaces and to protect oneself from the elements, the right to eat in any public space in which having food is not prohibited, the right to perform religious observances in public spaces, and the right to occupy a motor vehicle or a recreational vehicle legally parked or parked with the permission of the property owner, as specified.

The bill would authorize a person whose rights have been violated pursuant to these provisions to enforce those rights in a civil action in

which the court may award the prevailing party injunctive and declaratory relief, restitution, damages, statutory damages of \$1,000 per violation, and fees and costs.

Existing law provides that any person who lodges in any building, structure, vehicle, or place without the permission of the owner or person entitled to the possession or in control of it, is guilty of disorderly conduct.

The bill would also exempt conduct that is protected by the bill from this definition of the crime of disorderly conduct.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: yes.

*The people of the State of California do enact as follows:*

- 1 SECTION 1. This act shall be known and may be cited as “The
- 2 Right to Rest Act.”
- 3 SEC. 2. The Legislature finds and declares all of the following:
- 4 (a) According to the Housing and Urban Development’s report
- 5 to Congress, 136,826 people were estimated to be homeless in
- 6 California in 2013, a rate that is unprecedented following a deep
- 7 and prolonged economic recession, a severe shortage of safe and
- 8 affordable housing, a failed veteran and civilian mental health
- 9 system, and a diminished social safety net.
- 10 (b) According to the United States Department of Education,
- 11 259,656 school children were known to have experienced
- 12 homelessness in the 2012–13 school year.
- 13 (c) Homelessness is an independent risk factor for a number of
- 14 illnesses, making people more susceptible to increased health
- 15 problems due to high stress, sleep deprivation, unsanitary
- 16 surroundings, lack of access to hygiene facilities, and a myriad of
- 17 other situational stressors experienced by people without stable
- 18 housing. Subsequently, people who are chronically homeless are

1 more medically frail and three to four times more likely to die  
2 prematurely than their housed counterparts.

3 (d) Throughout California, local governments have enacted  
4 ordinances that make it illegal to rest or seek nourishment in public  
5 spaces.

6 (e) These local ordinances do not reduce the incidence of  
7 homelessness or crime. Instead, they result in increased  
8 incarceration rates and financial indebtedness of people who simply  
9 have no means of support and prolong homelessness by making  
10 it more difficult for people to secure housing, employment, and  
11 medical care.

12 (f) While these ordinances apply to all residents, they  
13 disproportionately impact people without homes, who have no  
14 private place to rest or seek nourishment, and are often selectively  
15 applied by law enforcement to people based upon their appearance  
16 or an assumption of homelessness.

17 (g) In practice, these ordinances deprive persons experiencing  
18 homelessness and those who may be perceived as homeless of a  
19 safe and legal place to rest and seek nourishment, which adversely  
20 impacts their health and well-being.

21 (h) Sleep deprivation impairs cognitive processes and puts one  
22 at risk for obesity, heart disease, heart attack, heart failure, irregular  
23 heartbeat, high blood pressure, stroke, diabetes, and depression.  
24 People who are homeless suffer from sleep deprivation and, absent  
25 a place to rest, they suffer it more frequently.

26 (i) Lacking the resources necessary to obtain adequate legal  
27 representation, homeless persons are often denied relief or damages  
28 through the courts.

29 (j) Both the federal government, through its Interagency Council  
30 on Homelessness, and the United Nations, have recognized that  
31 discrimination and criminalization violate a homeless person's  
32 human rights and have called upon state and local governments to  
33 cease enactment and enforcement of those laws.

34 (k) Homelessness and the increasing criminalization of  
35 homelessness and discrimination against those experiencing  
36 homelessness are widespread throughout California and are matters  
37 of statewide concern.

38 (l) Section 1 of Article I of the California Constitution provides  
39 that "[a]ll people are by nature free and independent and have  
40 inalienable rights. Among these are enjoying and defending life

1 and liberty, acquiring, possessing, and protecting property, and  
2 pursuing and obtaining safety, happiness, and privacy,” without  
3 qualification as to whether or not a person is, or appears to be,  
4 homeless.

5 (m) Subdivision (a) of Section 7 of Article I of the California  
6 Constitution provides that “[a] person may not be deprived of life,  
7 liberty, or property without due process of law or denied equal  
8 protection of the laws... .”

9 (n) Concordant with this fundamental belief, a person should  
10 not be subject to discrimination based on his or her income, housing  
11 status, or ability or desire to appear housed. Therefore, it is the  
12 intent of the Legislature in enacting this legislation to protect the  
13 rights of all Californians, regardless of their housing status and  
14 ameliorate the adverse effects caused by the criminalization of  
15 homelessness on our communities and our citizens.

16 (o) Decriminalization of rest allows municipal governments to  
17 redirect resources from local enforcement activities to activities  
18 that address the root causes of homelessness and poverty.

19 SEC. 3. Part 2.2 (commencing with Section 53.8) is added to  
20 Division 1 of the Civil Code, to read:

21

22 PART 2.2. HOMELESS PERSONS

23

24 53.8. For purposes of this part, the following definitions shall  
25 apply:

26 (a) “BID” means a business improvement district, as established  
27 pursuant to Chapter 2 (commencing with Section 36520) of Part  
28 6 of Division 18 of, or Chapter 2 (commencing with Section 36620)  
29 of Part 7 of Division 18 of, the Streets and Highways Code, or any  
30 public-private partnership established under any municipal or  
31 county law authorized pursuant to Chapter 1 (commencing with  
32 Section 36500) of Part 6 of Division 18 of, or Chapter 2  
33 (commencing with Section 36620) of Part 7 of Division 18 of, the  
34 Streets and Highways Code, whether or not the phrase “business  
35 improvement district” is part of the public-private partnership’s  
36 name.

37 (b) “BID agent” means any person hired by a business  
38 improvement district.

39 (c) “Discrimination based on housing status” includes any  
40 distinction, exclusion, or restriction based on the status of having

1 or not having a fixed or regular residence or that disproportionately  
2 impacts person of a particular housing status. Measures taken to  
3 ensure equal enjoyment or exercise of the human right to rest shall  
4 not be deemed discriminatory.

5 (d) “Harassment” means a knowing or willful course of conduct  
6 by law enforcement, public or private security personnel, or a BID  
7 agent directed at a specific person that a reasonable person would  
8 consider as seriously alarming, threatening, tormenting, or  
9 terrorizing.

10 (e) (1) “Homeless persons,” “homeless people,” or “persons  
11 experiencing homelessness” means those individuals or members  
12 of families who lack a fixed, regular, and adequate nighttime  
13 residence including all of the following:

14 (A) Individuals and members of families who are sharing the  
15 housing of other persons due to a loss of housing, economic  
16 hardship, or a similar reason; are living in motels, hotels, trailer  
17 parks, or camping grounds due to the lack of alternative adequate  
18 accommodations; are living in emergency or transitional shelters;  
19 are abandoned in a hospital; or are awaiting foster care placement.

20 (B) Individuals and members of families who have a primary  
21 nighttime residence that is a public or private place not designed  
22 for or ordinarily used as a regular sleeping accommodation for  
23 human beings, including a car, park, abandoned building, bus or  
24 train station, airport, or camping ground.

25 (C) Individuals and members of families who are living in cars,  
26 parks, public spaces, abandoned buildings, substandard housing,  
27 bus or train stations, or similar settings.

28 (D) Individuals and members of families who, in the preceding  
29 36 months, have moved between jurisdictions in order to obtain  
30 temporary or seasonal employment in agriculture or fishing work,  
31 or have migrated 20 miles or more to a temporary residence to  
32 engage in a fishing activity.

33 (2) This definition includes unaccompanied youth and homeless  
34 families with children and youth who have experienced a long-term  
35 period without living independently in permanent housing, have  
36 experienced persistent instability as measured by frequent moves  
37 over that period, and can be expected to continue in that status for  
38 an extended period of time because of chronic disabilities, chronic  
39 physical health or mental health conditions, substance addiction,  
40 histories of domestic violence or childhood abuse, the presence of

1 a child or youth with a disability, or multiple barriers to  
2 employment.

3 (f) “Motor vehicle” means a motor vehicle as defined in Section  
4 415 of the Vehicle Code.

5 (g) “Public space” means any property that is owned, in whole  
6 or in part, by any state or local government entity or any property  
7 upon which there is an easement for public use and that is held  
8 open to the public, including, but not limited to, plazas, courtyards,  
9 parking lots, sidewalks, public transportation facilities and services,  
10 public buildings, shopping centers, and parks.

11 (h) “Recreational vehicle” means a recreational vehicle as  
12 defined in Section 18010 of the Health and Safety Code.

13 (i) “Rest” means the state of not moving, holding certain  
14 postures that include, but are not limited to, sitting, standing,  
15 leaning, kneeling, squatting, sleeping, or lying.

16 53.81. (a) Persons experiencing homelessness shall be  
17 permitted to use public space in the same manner as any other  
18 person, without discrimination based on their housing status. In  
19 addition, the existence of homelessness requires that civil and  
20 human rights that are amply protected in the home and in other  
21 private places be extended to the public areas in which homeless  
22 persons live to ensure the equal rights of all Californians, whether  
23 homeless or housed.

24 (b) Every person in the state shall have the following basic  
25 human and civil rights, that may be exercised without being subject  
26 to criminal or civil sanctions or harassment by law enforcement,  
27 public or private security personnel, or BID agents:

28 (1) The right to use and to move freely in public spaces, without  
29 discrimination and without time limitations that discriminate based  
30 upon housing status.

31 (2) The right to rest in public spaces and to protect oneself from  
32 the elements, in a nonobstructive manner.

33 (3) The right to eat, share, accept, or give food in any public  
34 space in which having food is not otherwise generally prohibited.

35 (4) The right to pray, meditate, worship, or practice religion in  
36 public spaces, without discrimination based upon housing status.

37 (5) The right to occupy a motor vehicle or a recreational vehicle,  
38 provided that the vehicle is legally parked on public property or  
39 parked on private property with permission of the property owner.

1 53.82. (a) Any person whose rights have been violated pursuant  
2 to this part may enforce those rights in a civil action.

3 (b) The court may award appropriate injunctive and declaratory  
4 relief, restitution for loss of property or personal effects and  
5 belongings, actual damages, compensatory damages, exemplary  
6 damages, statutory damages of one thousand dollars (\$1,000) per  
7 violation, and reasonable attorney's fees and costs to a prevailing  
8 party.

9 SEC. 4. Section 647 of the Penal Code is amended to read:

10 647. Except as provided in subdivision (I), every person who  
11 commits any of the following acts is guilty of disorderly conduct,  
12 a misdemeanor:

13 (a) Who solicits anyone to engage in or who engages in lewd  
14 or dissolute conduct in any public place or in any place open to  
15 the public or exposed to public view.

16 (b) Who solicits or who agrees to engage in or who engages in  
17 any act of prostitution. A person agrees to engage in an act of  
18 prostitution when, with specific intent to so engage, he or she  
19 manifests an acceptance of an offer or solicitation to so engage,  
20 regardless of whether the offer or solicitation was made by a person  
21 who also possessed the specific intent to engage in prostitution.  
22 No agreement to engage in an act of prostitution shall constitute  
23 a violation of this subdivision unless some act, in addition to the  
24 agreement, is done within this state in furtherance of the  
25 commission of an act of prostitution by the person agreeing to  
26 engage in that act. As used in this subdivision, "prostitution"  
27 includes any lewd act between persons for money or other  
28 consideration.

29 (c) Who accosts other persons in any public place or in any  
30 place open to the public for the purpose of begging or soliciting  
31 alms.

32 (d) Who loiters in or about any toilet open to the public for the  
33 purpose of engaging in or soliciting any lewd or lascivious or any  
34 unlawful act.

35 (e) Who lodges in any building, structure, vehicle, or place;  
36 ~~whether public or private~~, without the permission of the owner or  
37 person entitled to the possession or in control of it. *This subdivision*  
38 *does not apply to conduct that is protected pursuant to Section*  
39 *53.81 of the Civil Code.*

1 (f) Who is found in any public place under the influence of  
2 intoxicating liquor, any drug, controlled substance, toluene, or any  
3 combination of any intoxicating liquor, drug, controlled substance,  
4 or toluene, in a condition that he or she is unable to exercise care  
5 for his or her own safety or the safety of others, or by reason of  
6 his or her being under the influence of intoxicating liquor, any  
7 drug, controlled substance, toluene, or any combination of any  
8 intoxicating liquor, drug, or toluene, interferes with or obstructs  
9 or prevents the free use of any street, sidewalk, or other public  
10 way.

11 (g) When a person has violated subdivision (f), a peace officer,  
12 if he or she is reasonably able to do so, shall place the person, or  
13 cause him or her to be placed, in civil protective custody. The  
14 person shall be taken to a facility, designated pursuant to Section  
15 5170 of the Welfare and Institutions Code, for the 72-hour  
16 treatment and evaluation of inebriates. A peace officer may place  
17 a person in civil protective custody with that kind and degree of  
18 force which would be lawful were he or she effecting an arrest for  
19 a misdemeanor without a warrant. A person who has been placed  
20 in civil protective custody shall not thereafter be subject to any  
21 criminal prosecution or juvenile court proceeding based on the  
22 facts giving rise to this placement. This subdivision shall not apply  
23 to the following persons:

24 (1) Any person who is under the influence of any drug, or under  
25 the combined influence of intoxicating liquor and any drug.

26 (2) Any person who a peace officer has probable cause to believe  
27 has committed any felony, or who has committed any misdemeanor  
28 in addition to subdivision (f).

29 (3) Any person who a peace officer in good faith believes will  
30 attempt escape or will be unreasonably difficult for medical  
31 personnel to control.

32 (h) Who loiters, prowls, or wanders upon the private property  
33 of another, at any time, without visible or lawful business with the  
34 owner or occupant. As used in this subdivision, "loiter" means to  
35 delay or linger without a lawful purpose for being on the property  
36 and for the purpose of committing a crime as opportunity may be  
37 discovered.

38 (i) Who, while loitering, prowling, or wandering upon the private  
39 property of another, at any time, peeks in the door or window of

1 any inhabited building or structure, without visible or lawful  
2 business with the owner or occupant.

3 (j) (1) Any person who looks through a hole or opening, into,  
4 or otherwise views, by means of any instrumentality, including,  
5 but not limited to, a periscope, telescope, binoculars, camera,  
6 motion picture camera, camcorder, or mobile phone, the interior  
7 of a bedroom, bathroom, changing room, fitting room, dressing  
8 room, or tanning booth, or the interior of any other area in which  
9 the occupant has a reasonable expectation of privacy, with the  
10 intent to invade the privacy of a person or persons inside. This  
11 subdivision shall not apply to those areas of a private business  
12 used to count currency or other negotiable instruments.

13 (2) Any person who uses a concealed camcorder, motion picture  
14 camera, or photographic camera of any type, to secretly videotape,  
15 film, photograph, or record by electronic means, another,  
16 identifiable person under or through the clothing being worn by  
17 that other person, for the purpose of viewing the body of, or the  
18 undergarments worn by, that other person, without the consent or  
19 knowledge of that other person, with the intent to arouse, appeal  
20 to, or gratify the lust, passions, or sexual desires of that person and  
21 invade the privacy of that other person, under circumstances in  
22 which the other person has a reasonable expectation of privacy.

23 (3) (A) Any person who uses a concealed camcorder, motion  
24 picture camera, or photographic camera of any type, to secretly  
25 videotape, film, photograph, or record by electronic means, another,  
26 identifiable person who may be in a state of full or partial undress,  
27 for the purpose of viewing the body of, or the undergarments worn  
28 by, that other person, without the consent or knowledge of that  
29 other person, in the interior of a bedroom, bathroom, changing  
30 room, fitting room, dressing room, or tanning booth, or the interior  
31 of any other area in which that other person has a reasonable  
32 expectation of privacy, with the intent to invade the privacy of that  
33 other person.

34 (B) Neither of the following is a defense to the crime specified  
35 in this paragraph:

36 (i) The defendant was a cohabitant, landlord, tenant, cotenant,  
37 employer, employee, or business partner or associate of the victim,  
38 or an agent of any of these.

39 (ii) The victim was not in a state of full or partial undress.

1 (4) (A) Any person who intentionally distributes the image of  
2 the intimate body part or parts of another identifiable person, or  
3 an image of the person depicted engaged in an act of sexual  
4 intercourse, sodomy, oral copulation, sexual penetration, or an  
5 image of masturbation by the person depicted or in which the  
6 person depicted participates, under circumstances in which the  
7 persons agree or understand that the image shall remain private,  
8 the person distributing the image knows or should know that  
9 distribution of the image will cause serious emotional distress, and  
10 the person depicted suffers that distress.

11 (B) A person intentionally distributes an image described in  
12 subparagraph (A) when he or she personally distributes the image,  
13 or arranges, specifically requests, or intentionally causes another  
14 person to distribute that image.

15 (C) As used in this paragraph, “intimate body part” means any  
16 portion of the genitals, the anus and in the case of a female, also  
17 includes any portion of the breasts below the top of the areola, that  
18 is either uncovered or clearly visible through clothing.

19 (D) It shall not be a violation of this paragraph to distribute an  
20 image described in subparagraph (A) if any of the following  
21 applies:

22 (i) The distribution is made in the course of reporting an  
23 unlawful activity.

24 (ii) The distribution is made in compliance with a subpoena or  
25 other court order for use in a legal proceeding.

26 (iii) The distribution is made in the course of a lawful public  
27 proceeding.

28 (5) This subdivision shall not preclude punishment under any  
29 section of law providing for greater punishment.

30 (k) In any accusatory pleading charging a violation of  
31 subdivision (b), if the defendant has been once previously convicted  
32 of a violation of that subdivision, the previous conviction shall be  
33 charged in the accusatory pleading. If the previous conviction is  
34 found to be true by the jury, upon a jury trial, or by the court, upon  
35 a court trial, or is admitted by the defendant, the defendant shall  
36 be imprisoned in a county jail for a period of not less than 45 days  
37 and shall not be eligible for release upon completion of sentence,  
38 on probation, on parole, on work furlough or work release, or on  
39 any other basis until he or she has served a period of not less than  
40 45 days in a county jail. In all cases in which probation is granted,

1 the court shall require as a condition thereof that the person be  
2 confined in a county jail for at least 45 days. In no event does the  
3 court have the power to absolve a person who violates this  
4 subdivision from the obligation of spending at least 45 days in  
5 confinement in a county jail.

6 In any accusatory pleading charging a violation of subdivision  
7 (b), if the defendant has been previously convicted two or more  
8 times of a violation of that subdivision, each of these previous  
9 convictions shall be charged in the accusatory pleading. If two or  
10 more of these previous convictions are found to be true by the jury,  
11 upon a jury trial, or by the court, upon a court trial, or are admitted  
12 by the defendant, the defendant shall be imprisoned in a county  
13 jail for a period of not less than 90 days and shall not be eligible  
14 for release upon completion of sentence, on probation, on parole,  
15 on work furlough or work release, or on any other basis until he  
16 or she has served a period of not less than 90 days in a county jail.  
17 In all cases in which probation is granted, the court shall require  
18 as a condition thereof that the person be confined in a county jail  
19 for at least 90 days. In no event does the court have the power to  
20 absolve a person who violates this subdivision from the obligation  
21 of spending at least 90 days in confinement in a county jail.

22 In addition to any punishment prescribed by this section, a court  
23 may suspend, for not more than 30 days, the privilege of the person  
24 to operate a motor vehicle pursuant to Section 13201.5 of the  
25 Vehicle Code for any violation of subdivision (b) that was  
26 committed within 1,000 feet of a private residence and with the  
27 use of a vehicle. In lieu of the suspension, the court may order a  
28 person's privilege to operate a motor vehicle restricted, for not  
29 more than six months, to necessary travel to and from the person's  
30 place of employment or education. If driving a motor vehicle is  
31 necessary to perform the duties of the person's employment, the  
32 court may also allow the person to drive in that person's scope of  
33 employment.

34 (1) A second or subsequent violation of subdivision (j) is  
35 punishable by imprisonment in a county jail not exceeding one  
36 year, or by a fine not exceeding two thousand dollars (\$2,000), or  
37 by both that fine and imprisonment.

38 (2) If the victim of a violation of subdivision (j) was a minor at  
39 the time of the offense, the violation is punishable by imprisonment  
40 in a county jail not exceeding one year, or by a fine not exceeding

1 two thousand dollars (\$2,000), or by both that fine and  
2 imprisonment.

3 (m) (1) If a crime is committed in violation of subdivision (b)  
4 and the person who was solicited was a minor at the time of the  
5 offense, and if the defendant knew or should have known that the  
6 person who was solicited was a minor at the time of the offense,  
7 the violation is punishable by imprisonment in a county jail for  
8 not less than two days and not more than one year, or by a fine not  
9 exceeding ten thousand dollars (\$10,000), or by both that fine and  
10 imprisonment.

11 (2) The court may, in unusual cases, when the interests of justice  
12 are best served, reduce or eliminate the mandatory two days of  
13 imprisonment in a county jail required by this subdivision. If the  
14 court reduces or eliminates the mandatory two days' imprisonment,  
15 the court shall specify the reason on the record.

16 SEC. 5. If the Commission on State Mandates determines that  
17 this act contains costs mandated by the state, reimbursement to  
18 local agencies and school districts for those costs shall be made  
19 pursuant to Part 7 (commencing with Section 17500) of Division  
20 4 of Title 2 of the Government Code.

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**ATTACHMENT 3**

League of California Cities Letter of Opposition to SB 608



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
www.cacities.org

March 31, 2015

The Honorable Senator Carol Liu  
California State Senate  
State Capitol, Room 5097  
Sacramento, CA 95814

RE: **SB 608 (Liu) The Right to Rest Act  
Notice of Opposition**

Dear Senator Liu:

The League of California Cities regrets to inform you of our opposition to your SB 608. While the measure is well-intended, we do not believe it would make a positive contribution to combatting homelessness in our state and within our communities.

The challenge of combatting homelessness has been grappled with for decades by an array of federal, state and local agencies, religious groups, and non-profit organizations. By all accounts the solutions lie in getting the affected people housed and treating underlying causes, not by creating a special set of exemptions, privileges and rights for the homeless to occupy public and private property without complying with laws that apply to all others in society. Such an approach would create social disorder and undermine the ability of all others to access clean and non-threatening public spaces, while jeopardizing property rights and the economic viability of local businesses.

Homelessness is a pervasive problem because both the federal and state government have dropped the ball. They have either withdrawn resources previously dedicated for housing and for treating chronic conditions such as mental health and alcohol and drug addictions, or mismanaged available funding through disorganized bureaucracies. This leaves cities and counties with the difficult challenge of maintaining civil order, public safety and sanitary conditions, responding to the impacts on private property and the economic viability of local businesses.

SB 608 contains no solutions for homelessness. It contains no new programs, no funding for housing, and no effort to improve services. It creates a special set of exemptions and privileges for one group of people and undermines the equal applicability of laws. Should it be enacted it will expand social disorder and deteriorate California's public lands and spaces, quality of life and economy.

Among its provisions it:

- Exempts a homeless person, as expansively defined in the bill, from being guilty of a misdemeanor if they lodge in any building, structure, vehicle or place without permission of the owner or person entitled to the possession and control of it. It also repeals

language in existing law that clarifies this anti-trespassing law applies to both public and private property. (Page 7, Lines 35-39.) This is a major change. Respecting laws and property rights are the foundation of our social order.

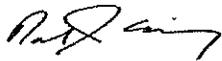
- Authorizes fines of \$1000 and attorney's fees for "harassment" conducted by law enforcement, public or private security personnel, or a business improvement district (BID) agent that "a reasonable person would consider alarming, threatening, tormenting or terrorizing." This provision does not apply equally. Besides having a chilling effect on those who are charged with enforcing laws and protecting private property, this definition does not apply should the same conduct by a homeless person have such effects on other members of the public. Cities may incur significant costs if such actions are brought by homeless persons alleging violation of these new rights. (Page 5, lines 5-9).
- Establishes a right to move freely in public spaces without time limitations based upon housing status. (Page 6, lines, 28-30.) Such a change would give anyone meeting the definitions in SB 608 an exemption from time, place and manner" laws and regulations that apply to all others. Also, the bill allows the right to rest in public spaces and protect oneself from the elements. (Page 6, lines 31-32). Collectively, these provisions appear to allow a homeless person to live in any public space for as long as they wish.
- Defines "public space" to include property owned, in whole or in part, by any state or local public entity or any property on which there is an easement for public use and that is held open to the public, including but not limited to plazas, courtyards, parking lots, sidewalks, public transportation facilities and services, public buildings, shopping centers and parks. (Page 6, lines 5-10). This definition, combined with other provisions appear to allow a homeless person to assert that they can live in a public building, on a beach, on a sidewalk in front of a business, in a shopping mall, or on a bus for as long as they wish.
- Provides that "civil and human rights that are amply protected in the home and in other private places be extended to the public areas in which homeless persons live." (Page 6, line 19-23). Such a provision could have expansive interpretations, including the right to protect one's "home" under the Second Amendment with a firearm (*D.C v. Heller, 554 US 570*), and raise questions about the ability to enforce other laws which regulate behavior in public as opposed to the home.
- Defines "homeless persons" on page 5 in the broadest manner, including many types of people who are actually housed: individuals sharing housing of other persons; people living in motels, hotels and trailer parks (line 15); individuals who have moved within the preceding 36 months to obtain temporary or seasonal employment...to a temporary residence." (lines 28-32)
- Declares that the "decriminalization of rest allows municipal government to redirect resources from local enforcement activities to activities that address the root causes of homelessness and poverty." (Page 4, lines 16-18). This statement reveals a fundamental misunderstanding of the role and function of cities in California. In California, cities provide "municipal services" such as police, fire, water, refuse collection, public works, parks and recreation, and libraries. Since the state eliminated redevelopment agencies in 2011, cities also no longer have resources to dedicate to affordable housing. Social service programs are funded and operated by federal, state and county government, not cities.

While we regrettably oppose this approach, we share your interest in addressing the root causes of homelessness. The League believes that addressing homelessness requires working together to provide more affordable housing and resources to do so. League policy in this area states: *"The state should make funding and other resources available to help assure that local governments have the capacity to address the needs of the homeless in their communities."*

That is why we are supporting AB 35 (Chiu and Atkins) which increases affordable housing tax credits by \$300 million and AB 1335 (Atkins) which would provide a permanent source of funding for affordable housing. Other pending legislation we are reviewing focuses on ways to advance "housing first" approaches. We also encourage the Legislature to seriously examine how the billions in state funding for mental health are being deployed. We believe such efforts represent a much more constructive approach to solutions to this chronic problem.

If you have any questions or if I can be of any assistance, please call me at (916) 658-8222.

Sincerely,



Daniel Carrigg  
Legislative Director

Cc: Chair and Members, Senate Committee on Transportation and Housing  
Chair and Members, Senate Judiciary Committee  
Alison Dinmore, Consultant, Senate Committee on Transportation and Housing  
Doug Yoakam, Housing Consultant, Senate Republican Caucus ..  
Assembly Member David Chiu  
Assembly Speaker Toni Atkins