



**CITY COUNCIL CLOSED SESSION
REGULAR MEETING AGENDA**

**South Pasadena City Council
City Manager's Conference Room, Second Floor,
1414 Mission Street, South Pasadena, CA 91030
Wednesday, May 6, 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.*

Closed Session Agenda	Description
1. Roll Call	Mayor Joe, Councilmembers Cacciotti, Khubesrian, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session item only
3. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

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.

04/30/2015
Date

Desiree Jimenez
Desiree Jimenez, Deputy City Clerk

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

**Amedee O. “Dick” Richards, Jr., Council Chambers,
1424 Mission Street, South Pasadena, CA 91030
Wednesday, May 6, 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* (Councilmember Cacciotti)

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 Proclamation declaring May 17-23, 2015, as “Public Works Week” in the City of South Pasadena
3. Presentation of a Proclamation declaring May 2015, as “National Bike Month” in the City of South Pasadena
4. Presentation of a Proclamation declaring May 2015, as “National Preservation Month” in the City of South Pasadena
5. Councilmembers’ Comments
6. City Manager Communications
7. Reordering of and additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

Consent Calendar

8. Approval of the minutes of the Special City Council Meeting of April 22, 2015
9. Adoption of resolution authorizing signatories on the risk management custodial bank account for General Liability Claims Administration
10. Second reading and adoption of an ordinance amending the South Pasadena Zoning Code regarding procedures for calling up projects for review and who may appeal code enforcement decisions
11. Discretionary fund requests from Councilmember Khubesian in the amount of \$2,000 for the purpose of acquiring a Leo Politi sculpture, \$1,000 for the purpose of Host City events for the Special Olympics Summer 2015, and \$700 for the purpose of the Community Garden
12. Approval of an agreement with Time Warner Cable for Point-to-Point Ethernet Services

City Council/Redevelopment Successor Agency/ Public Financing Authority

13. Approval of prepaid warrants in the amount of \$823,248.65, General City warrants in the amount of \$1,211,399.79, and payroll in the amount of \$444,836.46

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

Public Hearing

14. Public hearing regarding amending South Pasadena Municipal Code Chapter 23.14, stormwater and urban runoff pollution control to expand the applicability of the existing pollutant source reduction requirements by imposing rainwater Low Impact Development (LID) strategies

Action/Discussion

15. Resolution finding TeaPac Initiative to Repeal the Utility Users Tax (UUT) to be constitutionally defective and declining to place it on the November 3, 2015 General Municipal Election ballot
16. Direction regarding Library Special Tax Renewal Option

Reports

17. Receive & file Fiscal Year 2015-16 Strategic Planning Update Summary
18. Fiscal Year 2014-15 Strategic Plan Quarterly Update

Adjournment

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

Wednesday, May 13, 2015	Special City Council Meeting/ 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.
Wednesday, June 3, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.

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

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

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

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

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

Accommodations



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04/30/2015

Date

Desiree Jimenez
 Desiree Jimenez, Deputy City Clerk

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CITY OF SOUTH PASADENA
PROCLAMATION



Declaring the week of May 17 - 23, 2015,
as "Public Works Week"
in the City of South Pasadena

WHEREAS, the many services provided by Public Works to our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as water treatment and distribution, sewers, streets and highways, public buildings, solid waste, recycling, parks and landscaping, maintenance and operations; and

WHEREAS, the health, safety, economic vitality and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these services, as well as their planning, design, and construction of public facilities and utilities, is vitally dependent upon the efforts and skills of Public Works representatives; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff the Public Works Department is materially influenced by the public's attitude and understanding of the importance of the work they perform.

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 17 - 23, 2015, as "Public Works Week" in the City of South Pasadena, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing quality Public Works services and to recognize the contributions which Public Works representatives make every day to our health, safety, comfort, and quality of life, not only this week but throughout the year.

Robert S. Joe, Mayor

May 6, 2015

Date

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CITY OF SOUTH PASADENA
PROCLAMATION



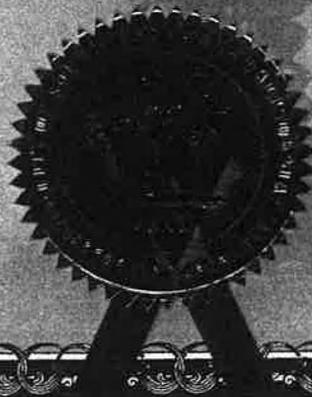
Declaring May 2015,
as "National Bike Month"
in the City of South Pasadena

- WHEREAS, the City of South Pasadena recognizes that bicycling is an essential component of a multi-modal transportation system; and
- WHEREAS, bicycling has been an economical, healthy, environmentally sound, and effective means of personal transportation, recreation, and fitness; and
- WHEREAS, over 53 percent of trips in urban areas are three-miles or shorter and well within the normal range of bicycling trips; and
- WHEREAS, bicycling reduces car use, vehicle miles traveled, greenhouse gas emissions, improves air quality, promotes physical activity, and contributes to safer communities; and
- WHEREAS, creating a bicycle-friendly community has been shown to improve health, well-being, and quality of life, stimulate economic growth, improve traffic safety, support student learning outcomes, and reduce pollution, congestion, and wear and tear on our streets and roads; and
- WHEREAS, National Bike to Work Week is May 11, 2015 through May 15, 2015.

NOW, THEREFORE, I, Robert S. Joe, Mayor, on behalf of the City Council of the City of South Pasadena, do hereby declare May 2015, as "National Bike Month" in the City of South Pasadena, and encourage the South Pasadena community to consider bicycling.

Robert S. Joe, Mayor

May 6, 2015
Date



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CITY OF SOUTH PASADENA
PROCLAMATION



Declaring the month of May 2015,
as "Preservation Month"
in the City of South Pasadena

WHEREAS, the month of May is National Preservation Month; and

WHEREAS, the Historic Preservation Element of the South Pasadena General Plan includes goals, policies and implementation strategies to ensure continued appreciation and protection of the City's rich legacy of substantially intact historic buildings, residential neighborhoods and commercial districts; and

WHEREAS, these resources are worth protecting and are key to the economic future of the City; and

WHEREAS, it is this legacy and the tradition-minded, small-town atmosphere that has preserved and perpetuated a quality of life that has kept so many long-time residents in the community and continues to attract new residents to our community; and

WHEREAS, South Pasadena's adoption of a strong Historic Preservation Element to the General Plan, strong Cultural Heritage Ordinance, and participation in the Mills Act State Historic Preservation Property Tax Incentive Program has earned South Pasadena recognition and benefits from the State Office of Historic Preservation as a Certified Local Government; and

WHEREAS, this stellar record in preserving the City's historic legacy has merited the coveted "A" ratings conferred by the Los Angeles Conservancy in their evaluations of preservation programs in 89 Los Angeles County municipalities.

NOW, THEREFORE, I, Robert S. Joe, Mayor on behalf of the City Council of the City of South Pasadena, does hereby proclaim the month of May 2015, as "Preservation Month" in the City of South Pasadena.

Robert S. Joe, Mayor

May 6, 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 22ND 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 7:36 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 Treasurer Pia; City Manager/Agency/Authority Executive Director Gonzalez; City Attorney/Agency/Authority Counsel Highsmith; Interim Chief Deputy City Clerk/Interim Chief Deputy Agency/Interim Chief Deputy Authority Secretary Kilby; Police Captain Neff; Acting Police Captain Solinsky; 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 Director Pautsch; Executive Assistant Demirjian; Principal Management Analyst Lin; and Senior Management Analyst Figoni.

INVOCATION

Mayor Joe offered the invocation.

PLEDGE OF ALLEGIANCE

Mayor Joe led the Pledge of Allegiance.

1. CLOSED SESSION ANNOUNCEMENTS

Mayor Joe called to order the Closed Session of the Special Meeting of the City Council of April 22, 2015, at 6:35 p.m. The following items as listed on the agenda were discussed:

3. Initiation of Litigation pursuant to Government Code Section 54956.9 (d)(4),
Conference with Legal Counsel – Initiation of Litigation, Number of cases: 2.

City Attorney Highsmith reported that the City Council met with legal counsel in Closed Session to discuss two matters of potential initiation of litigation. Direction was provided; however, no reportable action was taken.

2. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO DAVID MARGRAVE, FORMER SOUTH PASADENA COUNCILMEMBER, FOR A LONGSTANDING COMMITMENT TO THE SOUTH PASADENA COMMUNITY

Mayor Joe made remarks about the significant contributions made by David Margrave, Former South Pasadena Councilmember, and presented him with a Certificate of Appreciation for his longstanding commitment to the South Pasadena community. Mr. Margrave made remarks.

Ted Shaw, South Pasadena Resident, made additional remarks attesting to David Margrave's character and commitment to the City of South Pasadena (City).

3. PRESENTATION OF A PROCLAMATION DECLARING APRIL 22, 2015, AS "EARTH DAY" IN THE CITY OF SOUTH PASADENA

Mayor Joe presented a Proclamation to Kim Hughes, Chair, Natural Resources and Environmental Commission (NREC), and Kay Findley, Commissioner, NREC, declaring April 22, 2015, as "Earth Day" in the City.

4. PRESENTATION OF A PROCLAMATION DECLARING MAY 3-9, 2015, AS "BE KIND TO ANIMALS WEEK" IN THE CITY OF SOUTH PASADENA

Mayor Joe presented a Proclamation to Erin Fleming, Chair, Animal Commission, declaring May 3-9, 2015, as "Be Kind to Animals Week" in the City.

5. PRESENTATION OF A PROCLAMATION DECLARING APRIL 2015, AS "DMV/DONATE LIFE CALIFORNIA MONTH" IN THE CITY OF SOUTH PASADENA

Mayor Joe presented a Proclamation to Christine Valenzuela, One-Legacy Ambassador, declaring April 2015, as "DMV/Donate Life California Month" in the City.

6. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Councilmember Khubesrian displayed PowerPoint slides and made comments on the following: 1) Local remembrances of the 100th Anniversary of the Armenian Genocide; Shoghig Yepremian, Board Chair, and four representatives of the Armenian National Committee of America, Pasadena Chapter, accepted the City's Proclamation declaring April 24, 2015, as "Remembrance of the Armenian Genocide Day." Board Chair Yepremian made remarks, while distributing brochures and commemorative pins to the City Council; 2) The "historic vote" taken by the Pasadena City Council on April 13, 2015, to oppose the State Route 710 (SR-710) tunnel alternative and to support multimodal transit; and 3) A recent public outreach meeting held by the City at Arroyo Vista Elementary School regarding parking and traffic issues. Councilmember Khubesrian requested the following items be added to a future agenda to: 1) Allocate \$2,000 of her Fiscal Year (FY) 2014-15 discretionary funds toward purchasing the Leo Politi sculpture, seconded by Councilmembers Schneider and Cacciotti; 2) Allocate \$1,000 for banners and other costs associated with the City being a Host Town for the upcoming Special Olympics World Games, seconded by Councilmember Cacciotti; and 3) Allocate \$700 for the South Pasadena Community Garden, seconded by Councilmember Cacciotti.

Councilmember Schneider reported on the Public Works Commission's discussion on how to improve the quality of City streets. He said the City's overall street quality is less than 60 (where 100 is a perfect street). Little progress is being made, he said, even with more than \$2 million per year being allocated for street repair. Being considered are bonds and special assessment districts, proposals that may be coming to the City Council in the future.

Councilmember Cacciotti announced the Special Meeting Study Session (budget meeting), to be held April 29, 2015, and a meeting being held at the same time of the U.S. Corps of Engineers on the restoration of the Arroyo Seco Watershed where it meets the confluence of the Los Angeles River. He raised the issue of possible overwatering at the Arroyo Seco Golf Course; he has reported this four times over the past year. He said potable water should not be used to water the Golf Course. He reported on the recent parking/traffic meeting at Arroyo Vista Elementary School. He proposed that the Public Works street project on El Centro Street adjacent to Arroyo Vista Elementary School be modified to make El Centro Street a "cycle way" with a protected bike lane. He made a motion to explore this possibility, seconded by Councilmember Schneider. He reported on MoveLA's recent "Re-Imagining LA County" Conference.

Mayor Pro Tem Mahmud reported on the MoveLA Conference and on the first of four meetings held by Metro/Caltrans on the SR-710 North Study Draft Environmental Impact Report/Environmental Impact Statement. She said she provided public comment in strong opposition to the proposed tunnel. She announced additional meetings on the issue and encouraged the public to attend and to make comments. She displayed PowerPoint slides and made comments on the following: 1) South Pasadena Beautiful Garden Tour; 2) The

Eclectic Music Festival and Art Walk to be held May 2, 2015; and 3) South Pasadena High School's play, "The Boyfriend." She said that on April 25, 2015, the South Pasadena Community Garden will allocate garden plots on Magnolia Street. In addition, on May 2, 2015, a dedication ceremony will be held for the Community Garden, 1028 Magnolia Street. On the same day, a mulch and compost giveaway will be held in the South Pasadena Unified School District Parking Lot. She emphasized the necessity for mulch in augmenting water-conservation efforts.

Mayor Joe displayed PowerPoint slides and made comments on the following: 1) Library Volunteer Recognition Day; 2) The Senior Center Volunteer Recognition event; and 3) A City Tour/Mock City Council meeting for the Student Body Council of Marengo Elementary School, which he conducted. He announced that the City is serving as a Host Town for the Special Olympics World Games this summer, described the City's participation, and distributed Host Town pins to the City Council.

7. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez displayed PowerPoint slides and made comments on the following: 1) An upcoming budget session; 2) Parking and Traffic Workshops; and 3) A South Pasadena SR-710 Community Workshop to be held on May 13, 2015. He introduced Community Services Director Pautsch, who announced an upcoming Youth Summit on April 26, 2015, for teens between 12-18 years of age, hosted by Day One, Healthy South Pasadena, The Place, The Teen Center, and Moms for Community.

8. REORDERING OF AND ADDITIONS TO THE AGENDA

None.

CONSENT CALENDAR

MOTION: M/S Cacciotti/Khubesrian to approve Consent Calendar Item Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, and including Prepaid Warrants #187822- 187885 in the amount of \$735,073.68, General City Warrants #187886-188017 in the amount of \$1,453,394.76, and Payroll 04-10-15 in the amount of \$461,778.15, totaling \$2,650,246.59; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$157,176.07 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

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

Mayor Joe opened the Public Comments section.

Lance Spellerberg, South Pasadena Resident, requested that the City Council recognize six young men, collectively, the Destination Imagination Team, "Fellas Over There with the Hella Good Hair," who have taken first place in their division in the regional and state Destination Imagination tournaments. They are representing South Pasadena at the Global Competition in Knoxville, Tennessee. He said fundraising efforts are underway; he asked the City Council for suggestions for financial resources, and he requested that the item be added to a future City Council meeting agenda. A flyer was displayed on the ELMO overhead projector. Councilmember Cacciotti asked how contributions could be

made; the adults accompanying the youth provided information.

Claudia Morales, accompanied by Nancy Verdin, both of whom are Prevention Programs Coordinators, Day One, said Day One will be hosting the South Pasadena Youth Summit this Sunday, April 26, 2015, from 9:00 a.m. to 12:00 p.m., at the Library Community Room. Ms. Morales acknowledged efforts of the Youth Commission in planning the event. A flyer was displayed on the ELMO overhead projector.

Alex Kung, South Pasadena Resident, thanked the City Council for organizing the recent forum on traffic conditions at Monterey Hills Elementary School (School). He invited the City Councilmembers to visit the School at 8:00 a.m. on Friday mornings, when traffic is the worst. He made suggestions to relieve the traffic congestion.

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

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

City Attorney Highsmith presented the review of legal inadequacies of a proposed Initiative to repeal the Utility Users Tax (UUT). She said staff is asking the City Council to provide direction on the matter of a resolution to bring back to the City Council for action at the next City Council meeting. The resolution would either place a Measure on the ballot for the November 2015 General Municipal Election or refuse to place the Measure on the ballot due to its unconstitutional provisions. There were no questions.

Mayor Joe opened the Public Comments section.

The following South Pasadena Residents spoke in opposition to placing a Measure on the South Pasadena ballot to ask residents to rescind the existing UUT: Ted Shaw, Kim Hughes, Elisabeth Emirhanian, and Carrie Adrian. The Residents gave personal examples of quality-of-life and lifestyle benefits they have experienced in the City as a result of what UUT funds can provide.

Marcy Guzman, South Pasadena Resident, thanked Mayor Joe for taking the time and effort to respond to the request to provide the legal basis on which the City Council denied the Initiative to repeal the UUT.

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

Discussion followed. Mayor Pro Tem Mahmud said it would be inappropriate for the City Council to place a Measure on the ballot that cannot be defended legally. Councilmember

Khubesrian agreed and said the City Attorney's staff report adequately answered the questions as to why the Measure is not being put on the ballot, in spite of the fact that the City holds highly citizens' Initiative rights.

Mayor Joe stated, "Given that the City Attorney's report that the Initiative is unconstitutional because it takes away the power of future City Councils to create funding sources for services, such as water, and it even takes away our voters' rights under Proposition 218 to approve a new tax or charge, including for water, if there is no objection, I will ask our City Manager to bring back a Resolution at the next City Council meeting, consistent with the staff recommendation of Option 2." [Option 2, as listed in the staff report, stated that Council can refuse to adopt the UUT Repeal Initiative Measure or submit it to the voters at the November 3, 2015, General Municipal Election]. No objections from the City Council were voiced.

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

Senior Management Analyst Figoni presented the staff report as part of a PowerPoint presentation and responded to City Councilmembers' questions. Councilmember Cacciotti asked how the proposed restrictions would apply to City parks. He requested a tour of the Arroyo Seco Golf Course next week in order to assess possible overwatering. Public Works Director Toor responded to questions about staffs' and contractors' responsibilities for conservation-minded watering. He responded to questions posed by Mayor Pro Tem Mahmud about watering of medians and trees. City Attorney Highsmith responded to questions about Draft Regulations released by the State Water Resources Control Board (SWRCB). She said the base time period for comparisons is June 2013 and that 28% savings must be achieved by the City, in spite of the fact that an 11% savings has already been achieved. Discussion continued on water use per day, per person, and related topics.

Mayor Joe opened the Public Comments section.

Kay Findley, South Pasadena Resident, and Commissioner, NREC, stated that in spite of the fact that Stage 2 is declared, enforcement is lacking. She recommended that water usage be provided in gallons so as to be better understood. She said data is needed on how much water is being used per capita by geographic area.

Kim Hughes, South Pasadena Resident, and Chair, NREC, said enforcement is a key factor in determining how successful the water restrictions will be; she asked whether law-enforcement staff could be enlisted in this effort. NREC will be evaluating financial incentives, she said, and this is not the time for new plantings.

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

Discussion continued. Councilmember Khubesrian said the issue of watering mature trees must be addressed. Public Works Director Toor responded to questions about how trees are monitored for signs of deterioration. Councilmember Schneider provided additional information about proper watering. In response to Councilmember Cacciotti's question on whether watering regulations apply to the South Pasadena Unified School District (SPUSD), Public Works Director Toor said that staff is in contact with the SPUSD. He said this can be discussed at the Joint Ad Hoc City Council/School Board Committee. City Attorney Highsmith said that the SPUSD is subject to City ordinances. Councilmember Cacciotti recommended providing graphically visual displays to demonstrate water-saving measures. He suggested sponsoring a contest for elementary school students to see who can come up with the best water-conservation ideas. Mayor Pro Tem Mahmud asked the following: 1) For the NREC to review verbiage in the existing ordinance, to determine whether wording refers to "minimum" levels of water consumption; 2) If there might now be the need for further changes to the existing ordinance; 3) The possibility of monthly water billing; and 4) Staff to make a presentation after the Draft Regulations from the SWRCB are finalized.

MOTION: M/S Mahmud/Cacciotti to adopt a resolution declaring a Stage 2: Serious Water Supply Shortage as detailed in the South Pasadena Municipal Code (SPMC) Chapter 35. By roll call vote, the motion passed unanimously. Absent: None.

Without objection, Mayor Joe directed staff to investigate how to implement enforcement of the restrictions delineated in the resolution declaring State 2: Water Supply Shortage. Mayor Pro Tem Mahmud said the Draft Regulations will require enforcement.

Mayor Joe requested a Joint School District and Public Works Department effort to report out how the SPUSD is doing in its water-conservation program. He requested that this be brought back to at least the Joint Ad Hoc City Council/School Board Committee, seconded by Mayor Pro Tem Mahmud.

21. AUTHORIZE CITY TO WITHDRAW FROM THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY

Deputy Fire Chief Riddle presented the staff report and said that staff is recommending withdrawal from the Los Angeles Regional Interoperable Communications System Joint Powers Authority. He said that there will be no impact on the South Pasadena community if the City withdraws as there are existing reliable communication systems for Police and Fire. He responded to Councilmembers' questions.

Mayor Joe opened the Public Comments section.

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

MOTION: M/S Schneider/Cacciotti to authorize the City to withdraw its membership from the Los Angeles Regional Interoperable Communications System Joint Powers

Authority (LA-RICS JPA). By roll call vote, the motion passed unanimously. Absent: None.

22. AUTHORIZE A LETTER IN OPPOSITION TO SENATE BILL 608, THE RIGHT TO REST ACT

Acting Police Captain Solinsky presented the staff report and said that staff is recommending that the City Council authorize a letter in opposition to Senate Bill 608 (SB 608), The Right to Rest Act. He and City Manager Gonzalez responded to Councilmembers' questions. Councilmember Schneider said he saw no need for SB 608 and recommended opposing it.

Mayor Joe opened the Public Comments section.

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

Mayor Pro Tem Mahmud said the League of California Cities (LCC) and representatives of the homeless oppose SB 608. She suggested waiting to see what happens to the Bill. SB 608 may be amended, and the City Council can determine its position at that time. Councilmember Khubesrian recommended communicating the City's concerns to the Bill's sponsor, Carol Liu, State Senator. City Manager Gonzalez confirmed that the City will pursue communications with Senator Liu and the LCC on SB 608.

MOTION: M/S Mahmud/Khubesrian to delay any action on staff's recommendation at this time to submit a letter opposing Senate Bill 608 (SB 608), The Right to Rest Act, and to direct staff to initiate contact with the Office of State Senator Carol Liu to express the City Council's concern about the bill as it is presently worded and to monitor the bill as it develops in the future. 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 10:36 p.m.

Evelyn G. Zneimer
City Clerk

Robert S. Joe
Mayor

Minutes approved by the South Pasadena City Council on May 6, 2015.

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City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David Batt, Finance Director 
SUBJECT: **Adoption of Resolution Authorizing Signatories on the Risk Management Custodial Bank Account for General Liability Claims Administration**

Recommendation

It is recommended that the City Council adopt the accompanying resolution providing signatory authorization for the City Treasurer, Finance Director, Assistant Finance Director, and designated representatives from the City of South Pasadena's (City's) General Liability (GL) Third Party Administrator, Carl Warren and Company, for payment of funds for GL claims.

Fiscal Impact

There is no fiscal impact with this action. Actual claims costs have been projected by an actuarial analysis and are factored into the City's FY 2014-15 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

As an implementation measure of the City's new GL program, which includes a \$100,000 self-insured retention per occurrence, the City established a custodial bank account with Citizens Business Bank to enable the City's Third Party Administrator, Carl Warren and Company, to pay claims as deemed appropriate on behalf of the City under the Council-approved Claims Settlement Authority.

Analysis

From time to time, as staff changes, the signatories on the City's custodial account need to be updated. With the adoption of the attached resolution, the following City representatives remain authorized signatories:

- Gary Pia, City Treasurer
- David Batt, Finance Director
- Pearl Lieu, Assistant Finance Director

The following City-approved representatives from the City's Third Party Administrator, Carl Warren and Company, will be added as authorized signatories:

Risk Management Custodial Bank Account Signatories for General Liability Claims
Administration

May 6, 2015

Page 2 of 2

- Tom Boylan, President/Chief Executive Officer
- Allison Duncan, Vice President/Chief Financial Officer
- Steven Vissman, Assistant Vice-President/Chief Technology Officer
- Dwight Kunz, Assistant Vice-President/Service and Retention Leader

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 Authorizing Signatories on the City of South Pasadena Risk
Management Custodial Bank Account

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA (CITY), CALIFORNIA, AUTHORIZING SIGNATORIES ON THE CITY RISK MANAGEMENT CUSTODIAL BANK ACCOUNT FOR GENERAL LIABILITY CLAIMS ADMINISTRATION

WHEREAS, the City of South Pasadena (City) has established a general liability risk management program that includes a self-insured retention, and

WHEREAS, a custodial bank account is required to enable the City's contract Third Party Administrator, Carl Warren and Company, to pay claims under the City's Settlement Authority to claimants as appropriate, and

WHEREAS, the City has selected Citizens Business Bank (CBB) to house its risk management custodial bank account, and

WHEREAS, CBB requires a resolution from the City naming authorized signatories on the account.

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

SECTION 1. To authorize Gary Pia, City Treasurer; David Batt, Finance Director; Pearl Lieu, Assistant Finance Director; and the following Carl Warren and Company employees: Tom Boylan, President/Chief Executive Officer; Allison Duncan, Vice President/Chief Financial Officer; Steven Vissman, Assistant Vice-President/Chief Technology Officer; and Dwight Kunz, Assistant Vice-President/Service and Retention Leader, as signatories on the City's risk management custodial bank account established at CBB.

SECTION 2. This resolution supersedes and cancels all prior resolutions authorizing signatories on the City's risk management custodial account.

SECTION 3. This resolution shall become effective immediately upon its adoption.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 6th day of May, 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 regular meeting held on the 6th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David G. Watkins, Director of Planning & Building 
SUBJECT: **Second Reading and Adoption of an Ordinance Amending the South Pasadena Zoning Code Regarding Procedures for Calling Up Projects for Review and Who May Appeal Code Enforcement Decisions**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt the proposed ordinance that would amend the procedures for calling up projects for review and clarify who may appeal code enforcement decisions (Attachment 1).

Fiscal Impact

There is no fiscal impact related to the adoption of the proposed ordinance.

Commission Review and Recommendation

This matter was reviewed by the Planning Commission. The Commission recommended that the City Council adopt the proposed Zoning Code Amendments.

Background

On March 18, 2015, the City Council conducted a first reading and introduced the ordinance. An analysis of the ordinance can be found in a staff report dated March 18, 2015 (Attachment 2). If adopted, the ordinance will become effective in 30 days (June 5, 2015).

Legal Review

The City Attorney has reviewed this item and the ordinance.

Public Notification of Agenda Item

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

Second Reading – Ordinance Amending Call Ups & Appeals
May 6, 2015
Page 2 of 2

1. City Council Ordinance – Call Ups & Appeals
2. City Council Agenda Report – March 18, 2015

ATTACHMENT 1
City Council Ordinance
Call Ups & Appeals

ORDINANCE NO. _____

**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**

WHEREAS, on September 18, 2002, the City Council adopted Ordinance No. 2108, which extensively revised Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC); and

WHEREAS, on April 23, 2014, the City Council adopted Resolution No. 7345, which declared its intent to consider an amendment to the Zoning Code related to revising the procedures to requesting a review of a decision by a Review Authority, finding that the modifications may serve a benefit to the public interest, health, safety, convenience, and general welfare of the City of South Pasadena by allowing decision makers the ability to confirm or overturn a decision to ensure its consistency with the General Plan and Zoning Code; and

WHEREAS, on February 23, 2015, the Planning Commission determined that the proposed Zoning Code Amendment would not have a significant impact on the environment and so is exempt from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3)—General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment; and

WHEREAS, on February 23, 2015, the Planning Commission, pursuant to Zoning Code Section 36.620.050(A), adopted Resolution 15-06, which made a written recommendation to the City Council to approve the amendment of the Zoning Code that would allow two members of a review body to request in writing a review of a decision which may be appealed to that body; and

WHEREAS, on April 8, 2015, the City Council held a properly noticed public hearing introducing this ordinance for first reading.

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

SECTION 1. The City Council hereby finds that the proposed Zoning Code amendment would not have a significant impact on the environment and so is exempt

from the California Environmental Quality Act (CEQA) review under Section 15061(b)(3)—General Rule, which provides that CEQA applies only to projects that have the potential for causing a significant effect on the environment.

SECTION 2. Pursuant to SPMC Section 36.620.070 (Findings and Decision), the City Council hereby finds that the proposed amendment to SPMC Section 36.610.020 may serve a benefit to the public interest, health, safety, convenience, and general welfare of the City, by allowing sufficient time for members of the City Council, Planning Commission or Design Review Board (DRB) to request that their respective body review a decision that may be appealed to that body.

SECTION 3. Subsection A of SPMC Section 36.610.020 (Council, Commission, or DRB Member Review) of Chapter 36 (Zoning) of Article 6 (Zoning Code Administration) is hereby amended to read as follows:

A. Request for review. Within the appeal period identified in Subsection A of Section 36.610.050 A (Timing and form of appeal), a member of the Council, Commission, or DRB may request their respective body to review a decision which may be appealed to that body. A request for review may be initiated by any two members of the review body authorized to review a decision and shall be filed in writing to the Office of the City Clerk. The request shall not state that an error has been made or otherwise suggest that the two members seeking review have predetermined the matter to be heard by their review body.

SECTION 4. SPMC Section 36.610.030 (Who May Appeal) is hereby amended to read as follows:

An appeal may be filed by any person(s) affected by a decision rendered by the Director, DRB, CHC, or Commission; however, only a person who is subject to the enforcement action or proposed enforcement action may appeal a determination by the Director regarding whether a code violation exists on that person's property.

SECTION 5. SPMC Section 36.610.040A. (Appeal Subjects and Jurisdiction) is hereby amended to read as follows:

A. Code administration and interpretation. The following determinations and actions of the Director and DRB may be appealed to the Commission and then to the Council:

1. Determinations on the meaning or applicability of the provisions of this Zoning Code that are believed to be in error, and cannot be resolved with staff; and
2. An enforcement action in compliance with Division 36.640 (Enforcement) and Section 36.610.030.

SECTION 6. This ordinance shall take effect thirty (30) days after its final passage, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

Robert S. Joe, Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

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

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
City Council Agenda Report
March 18, 2015

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: April 8, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SA*

FROM: David G. Watkins, Director of Planning & Building *DGW*

SUBJECT: **First Reading and Introduction of an Ordinance Amending the South Pasadena Municipal Code Regarding Calling Up Decisions for Review and Appealing Code Enforcement Decisions**

Recommendation

It is recommended that the City Council read by title only for first reading, waive further reading, and introduce an ordinance (Attachment 1) that amends South Pasadena Municipal Code (SPMC) Section 36.610.020 (Calls for Review), SPMC Section 36.610.030 (Who May File and Appeal), and SPMC Section 36.610.040 (Appeal Subjects and Jurisdiction).

Fiscal Impact

There is no fiscal impact associated with this Zoning Code Amendment.

Commission Review and Recommendation

On February 23, 2015, the Planning Commission recommended approval of this Zoning Code Amendment by a 4-0 vote (Attachment 2).

Background

On April 23, 2014, the City Council adopted Resolution No. 7345 (Attachment 3) to initiate an amendment to the Zoning Code to allow two members of a review authority to submit in writing to the Office of the City Clerk a request to review a decision that could be appealed to that review authority.

On June 23, 2014, the Planning Commission held a public hearing to consider an ordinance that would allow two members of the City Council or Planning Commission to request a review of a decision by submitting such a request to the Office of the City Clerk within the designated 15-day appeal period. The Planning Commission directed staff to return with additional options for this procedure, with an emphasis on greater transparency.

On September 27, 2014, the Planning Commission reviewed several options provided by staff and directed staff to prepare an ordinance patterned after the City of La Cañada Flintridge, which

required a majority vote of the City Council to call a decision for review. In the meantime, an issue arose with respect to who may appeal code enforcement decisions by the Director of Planning and Building, pursuant to Zoning Code Section 36.610.040 which necessitated an expedited amendment process. On October 27, 2014, Planning Commission adopted Resolution 14-27 initiating this additional code (Attachment 4).

At a public hearing on October 27, 2014, this ordinance (Attachment 1) received the Planning Commission's endorsement; however, subsequent analysis of this ordinance by the City Attorney concluded that the call for review portion of the ordinance did not comply with the Ralph M. Brown Act.

On March 18, 2015, the City Council held a public hearing and directed staff to re-notice the hearing so that a revised ordinance could be considered.

Analysis

Calls for Review (Zoning Code Section 36.610.020)

Decisions by the Planning Commission, Cultural Heritage Commission, and Design Review Board (DRB) become final 15 days after the meeting in which the decision was made. Applicants must wait until this appeal period expires before moving forward with the next steps in their project, whether it is submitting plans for building plan check, or opening a business. Once an appeal is filed, the decision is stayed pending the appeal hearing and decision.

Zoning Code Section 36.610.020 allows the City Council to review a decision of the Planning Commission or the Cultural Heritage Commission. The Planning Commission may request to review a decision by the DRB, and the DRB may request to review a staff decision. In order to do so, consideration of a motion to review would need to be placed on a regular City Council meeting agenda and pass with two votes; at the next meeting, the review authority would then vote on whether to schedule a public hearing to review the decision. The same 15-day appeal period applies to this provision. However, given the frequency of City Council or Planning Commission meetings, this procedure is not feasible within the 15 days.

The proposed ordinance revises the existing procedure in the Zoning Code by allowing two members of a review authority (DRB, Planning Commission, or City Council) to submit in writing to the Office of the City Clerk within the existing 15-day appeal period a request to review a decision that may be appealed to that decision body. Upon receiving this request, staff will proceed to schedule the *de novo* public hearing to review the decision. This Zoning Code Amendment corrects a structural deficiency whereby the review authorities are allowed to call up decisions for review, but the procedure to follow would effectively negate their ability to do so.

Who May File and Appeal (Zoning Code Section 36.610.030)

Zoning Code Section 36.610.030 allows all code enforcement decisions by the Director of Planning and Building to be appealed by any individual.

A literal interpretation of Zoning Code Section 36.610.030 would suggest that all individuals may appeal a code enforcement determination by the Director of Planning and Building. However, this would be contrary to the prudent legal practice that is adhered to in many cities, which limits the appeal of a code enforcement decision to the person who is subject of the code enforcement action or potential code enforcement action. Staff believes that a determination that no code enforcement violation exists should be final, and any other person who believes they are harmed by whatever conditions caused the complaint can file civil action against the subject property owner. Staff is recommending language to clarify this intent.

Appeal Subjects and Jurisdiction (Zoning Code Section 36.610.040)

Zoning Code Section 36.610.040 identifies what items can be appealed. The recommended amendment adds a reference to Zoning Code Section 36.610.030 to reinforce that only persons who are subject to a code enforcement or potential code enforcement action may appeal those decisions.

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 notice in the *South Pasadena Review*.

Attachments:

1. Draft Ordinance
2. Planning Commission Resolution 15-06
3. City Council Resolution No. 7345
4. Planning Commission Resolution 14-27

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: May 6, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

FROM: David Batt, Finance Director *DB*

SUBJECT: **Discretionary Fund Requests from Councilmember Khubesrian in the Amount of \$2,000 for the Purpose of Acquiring a Leo Politi Sculpture, \$1,000 for the Purpose of Host City Events for the Special Olympics Summer 2015, and \$700 for the Purpose of the Community Garden**

Recommendation

It is recommended that the City Council approve the requests by Councilmember Khubesrian designating \$2,000 for the purpose of acquiring a Leo Politi sculpture for the Library, \$1,000 for the purpose of hosting events for the Special Olympics during the summer of 2015, and \$700 for the purpose of 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.

Discretionary Fund Requests for a Leo Politi Sculpture, the Special Olympics, and the Community Garden

May 6, 2015

Page 2 of 3

Analysis

The Library has an opportunity to acquire a sculpture by the noted artist, Leo Politi (if the City purchases this work, the Politi family will also donate a painting as well). The cost of the sculpture is \$10,000, and the Politi family is giving a 10% discount for a total cost of \$9,000. At this time, there is also a commitment of \$3,000 towards the purchase from local residents, and a commitment of \$3,000 from Councilmember Schneider’s discretionary fund account.

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.

The South Pasadena Community Garden is scheduled to open on May 2, 2015. The proposed 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 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>	<i>2,000</i>	<i>5,000</i>	<i>350</i>	<i>0</i>	<i>1,300</i>
	Available at 6/30/14	\$5,000	\$5,000	\$6,350	\$2,000	\$6,700

Discretionary Fund Requests for a Leo Politi Sculpture, the Special Olympics, and the Community Garden
 May 6, 2015
 Page 3 of 3

City Councilmembers Discretionary Funds 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
4/22/2015	Host Town for the Special Olympics		1000			
4/22/2015	Community Garden				1000	
	<i>YTD Appropriations</i>	<u>2,522</u>	<u>1,250</u>	<u>650</u>	<u>1,000</u>	<u>3,000</u>
	Available at 5/6/15	\$6,478	\$7,750	\$9,700	\$5,000	\$7,700

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 Mahood, 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: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Lucy Demirjian, Executive Assistant to the City Manager *LD*
Christopher Castruita, Management Aide *CC*
SUBJECT: **Approval of an Agreement with Time Warner Cable for Point-to-Point Ethernet Services**

Recommendation

It is recommended that the City Council authorize the City Manager to execute an agreement with Time Warner Cable Enterprises LLC (TWC) for Point-to-Point Ethernet Services.

Fiscal Impact

Annual cost for the service is \$41,040, a total of \$205,200 for the five year term of the agreement. Sufficient funds are programmed in the Information Services budget for Fiscal Year (FY) 2015-16.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Beginning in February 1997, the City leased a portion of the City-owned property located at 650 Stoney Drive to TWC. As part of the Franchise Agreement to use City facilities, TWC provided i-Net WAN connections to key City sites through unused Ethernet fiber, known as "dark fiber", to connect the email and file servers located at the City Hall with the local computer networks located at the following sites:

- South Pasadena City Hall, 1414 Mission Street
- South Pasadena Public Library, 1100 Oxley Street
- South Pasadena Senior Center, 1102 Oxley Street
- South Pasadena Public Works Yard, 825 Mission Street
- South Pasadena Recreation Building, 815 Mission Street

TWC notified the City in advance of the expiration of the Franchise Agreement, due to expire on December 31, 2014, of its intent to vacate the leased site and began discussions with the City to

provide i-Net services at a monthly cost. In order to maintain services during the interim period, TWC agreed to allow the City to continue to use their “dark fiber” temporarily while the City evaluated options to connect the computer network between these sites.

Shortly after hiring Acorn Technology Corporation as the contract Information Technology firm, City staff began investigating potential options to link the computer network between City sites.

Analysis

Seven firms were contacted and a total of five firms responded to the request for quote. Staff worked with Acorn to explore the feasibility and potential costs of both wired solutions, similar to the City’s current set-up, and wireless solutions, where a set of radio transmitters connect the computer networks at each worksite.

A Wired connection provides a more secure connection between sites than a wireless connection, with less chance for downtime. Wireless connections have a higher rate of failure and signal loss, particularly in instances of inclement weather. The Public Works Yard, one of the sites requiring connection, is of particular concern in this respect given that it would act as a center of emergency response during times of inclement weather.

Additionally, a wireless solution would require the purchase of equipment that the City would need to maintain and be responsible for any potential future replacements due to failure or technology obsolescence. The wired solution allows for the ability to scale the network’s capacity, the bandwidth, as needed by the City without the need for the City to replace equipment, whereas a wireless solution would require a complete replacement of equipment to support an increase in that capacity.

The proposed agreement with TWC for wired point-to-point Ethernet services would provide the City with a wired connection between the five business sites for a fixed monthly cost for a period of five years beginning July 1, 2015. While in most instances one can find cost-savings by locking in a fixed price over a longer term, the economics of the ethernet market work inversely. Due to the fact that telecommunications companies are currently investing significant money to install fiber optic cables throughout the Los Angeles area, it is expected that costs for services will see a steady decrease in each successive year. As such, staff believes that the five year term offers the best value.

Additionally, TWC would offer the most seamless process for integrating services, given that their infrastructure is already used to connect the sites, and less retrofitting is expected than what would be required to contract with a firm offering similar services. TWC has also shown good faith in maintaining services to the City during the interim period.

Approval of Agreement with Time Warner Cable for Ethernet Services
May 6, 2015
Page 3 of 3

Legal Review

The City Attorney will review the agreement from TWC prior to the scheduled Council meeting.

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. Point-to-Point Ethernet Service Agreement
2. Time Warner Cable Business Class Terms and Conditions

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ATTACHMENT 1
Point-to-Point Ethernet
Service Agreement

Account Executive: Luc Paquin
 Phone: +1 5626770426 ext:
 Cell Phone: +1 5624095605
 Fax: +1 7049736278
 Email: luc.paquin@twcable.com

Order # 5448542

Business Name	City of South Pasadena	Customer Type:
Federal Tax ID	Tax Exempt Status	Tax Exempt Certificate #
Billing Address		
Attention To:	Account Number	
1414 Mission St South Pasadena CA 91030		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Lucy Kbjian	(626) 403-7210	lkbjian@southpasadenaca.gov
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Sergio Gonzalez	(626) 403-7212	sgonzalez@southpasadenaca.gov
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Mickey McGuire	(951) 784-3500	mmcguire@acorntechcorp.com

Internet and Video Order Information For 1100 Oxley St South Pasadena CA 91030
Service Type
Ethernet (Fiber)

Internet and Video Order Information For 1414 Mission St South Pasadena CA 91030
Service Type
Ethernet (Fiber)

Internet and Video Order Information For 825 Mission St South Pasadena CA 91030	
Service Type	
Ethernet (Fiber)	

New and Revised Services and Monthly Charges At 1100 Oxley St , South Pasadena CA 91030				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Interstate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
*Total			\$1,140.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 1414 Mission St , South Pasadena CA 91030				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Interstate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
*Total			\$1,140.00	
*Prices do not include taxes and fees.				

New and Revised Services and Monthly Charges At 825 Mission St , South Pasadena CA 91030				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
EPL Interstate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
*Total			\$1,140.00	
*Prices do not include taxes and fees.				

Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWC**" or "**Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 17777 Center Court Drive

City: Cerritos

State: CA - California

Zip Code: 90703

Contact: Luc Paquin

Telephone: +1 5626770426

Facsimile: +1 7049736278

Customer Information

Customer Name (Exact Legal Name):
City of South Pasadena

Federal ID No:

Billing Address:

1414 Mission St

Suite:

City:

South Pasadena

State:

CA

Zip Code:

91030

Billing Contact Name:

Lucy Kbjian

Phone:

(626) 403-7210

E-mail:

lkbjian@southpasadenaca.gov

Authorized Contact Name:

Sergio Gonzalez

Phone:

(626) 403-7212

E-mail:

sgonzalez@southpasadenaca.gov

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	Authorized Signature for Customer
By:	By:
Name (printed):	Name (printed):
Title:	Title:
Date:	Date: 4/9



SERVICE-LEVEL AGREEMENT ETHERNET SERVICES

This document outlines the Service-Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC’s own network (“On-Net”) and not to any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the “Affected Service”).

I. SLA Targets for On-Net Services

SERVICE AVAILABILITY	MEAN TIME TO RESTORE (“MTTR”)	LATENCY / FRAME DELAY (ROUNDTRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN – 25ms WAN Exceptions – 45ms National – 125ms	< 2ms within Metro Market < 4ms within WAN	< 0.1%

II. Priority Classification

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer’s A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC’s trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

PRIORITY	CRITERIA
Priority 1	A. Service Disruption resulting in a total loss of Service; or B. Service Degradation to the point that Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	A. A service problem that does not impact the Service; or B. A single non-circuit specific quality of Service inquiry.

ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

PERCENTAGE BY DAYS PER MONTH	TOTAL MINUTES / MONTH	DOWNTIME MINUTES
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\text{MTTR} = \frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

METRO AREA MARKET – 10MS LATENCY		WAN – 25MS LATENCY	WAN EXCEPTIONS – 45MS LATENCY	NATIONAL – 125MS LATENCY
Roundtrip where both sites A and Z are <i>within</i> the same Metro Area Market		Roundtrip <i>between</i> any 2 Metro Area Markets within the same WAN	Roundtrip <i>between</i> any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Roundtrip <i>between</i> any two WANs
<ul style="list-style-type: none"> • Austin, TX • Beaumont, TX • Corpus Christi, TX 	<ul style="list-style-type: none"> • Laredo, TX • San Antonio, TX • Dallas, TX 	Texas WAN	<ul style="list-style-type: none"> • El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS • Kansas City, MO • Lincoln, NE 	
<ul style="list-style-type: none"> • North Los Angeles, CA • South Los Angeles, CA • San Diego, CA 	<ul style="list-style-type: none"> • Desert Cities, CA • Palm Springs, CA • Yuma, AZ 	PacWest WAN	<ul style="list-style-type: none"> • Coeur d’Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT • Honolulu, HI 	
<ul style="list-style-type: none"> • Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH 	<ul style="list-style-type: none"> • Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI 	Mid-West WAN	<ul style="list-style-type: none"> • Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN 	
<ul style="list-style-type: none"> • New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania) • Hudson Valley, NY 	<ul style="list-style-type: none"> • Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY 	Northeast/ NYC WAN	<ul style="list-style-type: none"> • Portland, ME 	
<ul style="list-style-type: none"> • Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC 	<ul style="list-style-type: none"> • Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC 	Carolinas WAN	<ul style="list-style-type: none"> • Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN 	

ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received (\%)}$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$
--

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 midnight – 3 a.m. Local Time.

ETHERNET SERVICES SERVICE-LEVEL AGREEMENT (CONT.)

IX. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an offset against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

SERVICE AVAILABILITY	MEAN TIME TO RESTORE ("MTTR")		LATENCY / FRAME DELAY (ROUNDRIP)	JITTER / FRAME DELAY VARIATION	PACKET LOSS / FRAME LOSS
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

ATTACHMENT 2
TWC Business Class
Terms and Conditions

TIME WARNER CABLE BUSINESS CLASS

Terms and Conditions

1.0 AGREEMENT

These Time Warner Cable Business Class Terms and Conditions (“Terms and Conditions”), and any Time Warner Cable Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, (“Service Agreement”) and constitute the “Master Agreement” by and between Customer and TWC (collectively, the “Parties” or each individually a “Party”) for the services specified on Service Orders (“Services”). The attachments to these Terms and Conditions (“Attachments”) further describe TWC’s services and are hereby incorporated into, and made a part of, these Terms and Conditions by this reference. The Attachments set forth additional terms and conditions for the applicable Service. "TWC" means the Time Warner Cable Enterprises LLC-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS

2.1 Subject to the terms and conditions of the Master Agreement, TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at TWC’s discretion, utilize one or more of its affiliates or third parties to deliver the Services (“Third Party Services”). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC’s reasonable control.

2.2 Customer shall request Services by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC’s acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a “Service Order” hereunder and shall be deemed incorporated into, and made a part of, the Master Agreement by this reference. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC’s acceptance of such proposed service and/or work order in writing; or (b) TWC’s commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION

3.1 Customer shall obtain and maintain, or ensure that each Customer employee or branch office which uses the Service (each, an “End User”), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer’s and any Customer End User’s facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer’s or an End User’s facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services. In addition, Customer shall provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and

operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power or access as described in these Terms and Conditions, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer.

3.2 Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (a) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (b) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Customer shall perform interconnection of the Services and TWC Equipment with Customer's or an End User's equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.

4.0 SUPPORT & MAINTENANCE

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, "TWC Equipment"), on TWC's side of the demarcation points used by TWC to provide the Service. Equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer shall provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer shall not resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances, and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. Customer is responsible for ensuring that any Customer equipment used in connection with the Services is protected from fraudulent or unauthorized access. Customer is responsible for all access to and use of the Service (whether or not such use is fraudulent or authorized) and for the payment of all charges incurred on Customer's Service account, including any charges resulting from fraudulent or unauthorized access to any Customer equipment until such time as Customer informs TWC of such fraudulent or unauthorized access. In addition, as between the Parties, Customer is responsible for: (a) all content that is viewed, stored or transmitted via the Service; and (b) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer shall conform its equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM

The Master Agreement shall commence on the earlier to occur of (a) the date of the last signature on the Service Agreement (the "Effective Date") or (b) TWC's commencement of delivery of the Service(s) set forth in a Service Order, and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "Term"). The term for the applicable Service shall be set forth in the Service Order ("Initial Order Term") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("Renewal Order Term", collectively with Initial Order Term, "Order Term"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT

For each Service, Customer shall pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Service Order in accordance with the following payment terms: Service Charges shall be billed to Customer on a monthly basis commencing upon Service installation, and are payable within thirty (30) days after the date appearing on the invoice. Customer must bring any billing error to TWC's attention within thirty (30) days after the date appearing on the applicable invoice or Customer waives its right to a refund or credit associated with such billing error. TWC shall not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the Initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a late fee for any amounts which are not paid when due. The late fee shall be the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates, and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer, and Customer shall pay, the amount of any state or local fees, charges or taxes arising as a result of the Master Agreement that are imposed on TWC or TWC's Services, or measured on TWC's receipts, and any other costs or expenses that TWC is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall provide TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer shall reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification and/or treatment of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable Enterprises, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY

9.1 All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Nothing herein is intended to convey any right or ownership interest to Customer or any other person or entity in or to such TWC Materials. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for under the Master Agreement. Customer may use the TWC Materials solely for Customer's use of the Service during any applicable Order Term and the same may not be transferred by Customer to any other person, corporation or entity. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer in the Master Agreement are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the

TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Customer shall maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted in the Master Agreement, the TWC Materials and any other information and materials provided by TWC in connection with the Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of the Master Agreement.

9.3 If software is provided to Customer under the Master Agreement, TWC grants Customer a limited, nonexclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of these Terms and Conditions. TWC shall notify Customer of any material adverse change to these Terms and Conditions or Service descriptions by posting such modified Terms and Conditions or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. ;In any event, if TWC modifies the Services or these Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Service Order relating to the affected Service.

11.0 TERMINATION

11.1 Either Party may terminate a Service Order: (a) upon thirty (30) days written notice to the other Party of the other Party's material breach of the Master Agreement or the applicable Service Order, provided that such material breach is not cured within such thirty (30) day period; (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange (each a "Bankruptcy Event"); or (c) immediately, in the event that, after entering into such Service Order, TWC conducts a site survey and learns that the construction costs shall require a material increase in the Service Charges. In the event that Customer fails to comply with any applicable laws or regulations or the terms of the Master Agreement, upon thirty (30) days written notice TWC may suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. In the event of a suspension of Service, TWC may require the payment of reconnect or other charges before restarting the suspended Service.

11.2 Upon the termination or expiration of the Master Agreement (including all Service Orders): (a) TWC's obligations under the Master Agreement shall cease; (b) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees, if any; (c) Customer shall promptly cease all use of any software provided by TWC under the Master Agreement, and shall return such software to TWC; and (d) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall reimburse TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11.

11.3 In addition, notwithstanding anything to the contrary in the Master Agreement, in the event this Master Agreement or any Service Order hereunder terminates for any reason other than TWC's material breach or a Bankruptcy Event impacting TWC (as permitted in Sections 11.1(a) or (b)) or as permitted in Section 11.1(c) above, Customer shall, at TWC's discretion: (a) promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term; or (b) reimburse TWC for all volume, term or other discounts and credits provided in anticipation of full performance of Customer's obligations and any unpaid portion of the installation fee set forth in the applicable Service Order(s).

11.4 The provisions of sections 7 - 9, 11 - 15, 17.1, 18, 19, 21 - 23, 25 and 26 and the Attachments shall survive the termination or expiration of the Master Agreement.

12.0 INDEMNIFICATION

Customer shall defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, losses, liabilities, damages, costs and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 of these Terms and Conditions; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; or (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D.

13.0 DISCLAIMER OF WARRANTY

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE, AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS

GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC SHALL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THE MASTER AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THE MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER UNDER THE MASTER AGREEMENT. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent

applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Policy, and, if applicable, in TWC's tariff, which are incorporated into, and made a part of, the Master Agreement by this reference. The Subscriber Privacy Policy is available at www.twc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with TWC's Subscriber Privacy Policy or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE

Notwithstanding anything to the contrary in the Master Agreement, a Party shall have no liability to the other due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary in the Master Agreement, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS

17.1 In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer under the Master Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.2 The Master Agreement, including the Attachments and the Service Order(s), are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided under the Master Agreement, then such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT

The Master Agreement, including without limitation all Attachments, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE

Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS

As between the Parties, TWC shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated in the Master Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Master Agreement. Unless specified otherwise in the Master Agreement, each Party shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified in the Master Agreement.

21.0 ARBITRATION

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE

SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 GOVERNING LAW; JURISDICTION; CLAIMS

The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of New York (except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded). Any legal action brought under or in connection with the subject matter of the Master Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Master Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Master Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Master Agreement must be initiated not later than one (1) year after the claim arose.

23.0 SEVERABILITY; WAIVER

In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth in the Master Agreement and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default under the Master Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. To be legally binding on TWC, any waiver must be in writing.

24.0 ASSIGNMENT

Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC in the Master Agreement may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors.

25.0 PUBLICITY

Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent.

26.0 NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF THE PARTIES

There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors.

27.0 TWC.COM

Customer agrees that its use of the Time Warner Cable site shall comply with the Site Terms of Use and Site Privacy Policy available at <http://www.timewarnercable.com/en/business-home/legal/privacy-policy.html>

28.0 NOTICES

Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Enterprises LLC, 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254.

29.0 COUNTERPARTS

The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A
Business Class Cable TV Service
("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide basic and standard cable services. Music Choice® shall be considered a part of the Cable TV Service. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

- In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC shall provide such TWC Equipment and Customer shall pay for such TWC Equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.
- Customer shall take all necessary precautions to ensure that the Cable TV Service is received only by authorized parties, and that no part of the Cable TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Without limiting the generality of the foregoing, Customer understands and agrees that the Cable TV Service is provided solely for use by Customer at the Customer's premises. Customer may not resell the Cable TV Service, or any portion thereof, redistribute the Cable TV Service, or any portion thereof, whether or not Customer receives compensation for such redistribution, or otherwise connect or provide access to the Cable TV Service, or any portion thereof, to any other person or entity.
- Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
- Customer shall permit TWC to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service.
- In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of TWC.

- Customer acknowledges that certain uses by Customer of music contained in programming on TWC video services may constitute “public performances” of such music and may subject Customer to additional licensing requests from ASCAP, BMI and/or SESAC (“PROs”). TWC is not responsible for any fees due to PROs on account of public performances by Customer of music contained in TWC video service. Music Choice® service is licensed to Customer for commercial use, but may not be used in any dance hall, discotheque, skating rink, arena or other similar establishment or any establishment where an entry fee is charged.
- The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in the Master Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B
Business Class Phone Service and Business Class PRI Service
(collectively, “Voice Services”)

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Customer shall also have the option of selecting to receive Business Class Phone Service as part of a TWC “Teleworker” bundle to provide telephone service to up to two (2) phone lines per End User of Customer, at the End User residential location of the End Users set forth on a Service Order. If Customer selects to receive Business Class Phone Service as part of a TWC “Teleworker” bundle, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the Business Class Phone Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface (“PRI”) connection to Customer’s private branch exchange (“PBX”) or other equipment facilities and services (“Customer-provided equipment” or “CPE”), and a variety of features, as described more fully in the applicable Service Order.

As a Business Class PRI Service customer**, Customer will receive:

Alternate Routing: automatically reroutes all incoming calls to a pre-determined phone number in the event of a PRI service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Business Class PRI Service customer**, Customer may select to receive the following Business Class PRI Service option:

Trunk Overflow: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Customer’s use of the Voice Services is subject to the following additional terms and conditions:

Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the Integrated Access Device (“IAD”) used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User’s facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances. Customer shall specifically advise every end user of the Voice Service that the Business Class voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, the Voice Service and E911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by TWC) and instruct all end users of the

Voice Services to place them on our near the equipment used in conjunction with the Voice Service. The location and address associated with the Voice Service will be the address identified on the Service Order (the "Master Address").

Customer is not permitted to move TWC Equipment from the Master Address in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Master Address identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Master Address identified on the Service Order and not the new address.

In some geographic areas, the Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Master Address, Customer shall obtain from the incumbent LEC, a competitive LEC, or Time Warner Cable a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, Customer further agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to 911 calls made by end users of the Voice Service from locations other than the Master Address.

Customer will be notified by TWC as to whether the Voice Services to which Customer subscribes include the capability to support Enhanced 911 service from multiple locations or from a location other than the Master Address. Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; the use of third-party enterprise 911 solutions or Customer's attempt to access the Voice Service from a remote location.

Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to the Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy-two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose Calling Details and CPNI when required by applicable law. TWC may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using Calling Details or CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentation of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan.

Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail (including CPNI) that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at www.twc.com/business.

If a Business Class PRI Service customer elects to receive the Trunk Overflow or Alternative Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the TWC customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.

*** For those customers that purchased the Business Class PRI Service prior to April 1, 2013, Trunk Overflow and Alternative Routing may be available on an individual case basis, as determined by TWC. Please contact your TWC sales representative for further information.*

Attachment C

Branch Office Connectivity Service, Broadband High Speed Data, Wideband Internet and Dedicated Internet Access (collectively, "Data Services")

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer shall also have the option of selecting to receive the HSD Service as part of a TWC "Teleworker" bundle to provide internet connectivity at the residential location of the limited number of End Users of Customer set forth on a Service Order. If Customer selects to receive the HSD Service as part of a TWC "Teleworker" package, Customer represents and warrants that Customer has obtained all legally-required consents and other permissions from End Users receiving the HSD Service to enable TWC to report usage, billing and other identifying information regarding each such End User directly to both Customer and to the applicable End User.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

- TWC's provision of any Data Service is subject to availability.
- TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.
- TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth

(as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Data Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to: (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement or any bandwidth utilization limitations.

- Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D
Business Class Data Transport Services: Ethernet Solutions
("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

- TWC's provision of Ethernet Services is subject to availability.
- TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.
- Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
- TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of the Ethernet Service exceeds Customer's rights under the Master Agreement, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- Each tier or level of Ethernet Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.
- Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer shall be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E**

**Access to Business Class Cloud Services – Hosted Exchange and SharePoint
 (“Cloud Services”)**

Cloud Services: The Cloud Services include messaging (Hosted Exchange) and collaboration (SharePoint 2010) services offered via the Microsoft suite. Customer can elect to receive the Hosted Exchange service only or both the Hosted Exchange and SharePoint 2010 services. Customer cannot receive the SharePoint 2010 service only. Customer’s access to and use of the Cloud Services shall be managed through the TWC Cloud Services portal (the “Cloud Services Portal”).

1. Prerequisite. In order to receive the Cloud Services, Customer must (a) be an existing customer of a Data Service (as defined in Attachment C) or (b) purchase the Cloud Services in conjunction with Customer’s purchase of a Data Service. If a Customer’s Data Services are cancelled or terminated for any reason, Customer’s Cloud Services shall terminate immediately without notice from or liability to TWC.
2. Term. The Cloud Services are available for purchase on a fixed term basis of 1 year or greater and on a month-to-month basis. Customer’s selected Order Term will be designated on the applicable Service Order.
3. SharePoint 2010 Generally. SharePoint 2010 is a platform that allows customers to share information and collaborate efficiently through team workspaces, document storage and content management. SharePoint 2010 enables users to locate information quickly and efficiently and work with others more productively.
4. Hosted Exchange Generally. Subject to the minimum commitment in Section 6 below, the Hosted Exchange service can include one or more of the following types of mailboxes, as well as BlackBerry Access, only as designated on a Service Order or as added by Customer through the Cloud Services Portal: Premium Mailboxes, Standard Mailboxes, Basic Mailboxes and/or Resource Mailboxes.

Feature/Functionality	Premium Mailboxes	Standard Mailboxes	Basic Mailboxes	Resource Mailboxes*
Mailbox Storage	25GB	25GB	2GB	2GB
Calendar Free/Busy Service	Included	Included	Only via OWA	Included
Global Address Book Access	Included	Included	Only via OWA	Listed as a resource
Outlook Web Access (OWA), POP/IMAP	Included	Included	Included	Included
Disclaimer Text	Included	Included	Not Included	Not Included
Shared Calendar and Contacts	Included	Included	Not Included	Not Included
Outlook Desktop Client	Included	Not Included	Not Included	Not Included
Mobility via ActiveSync	Included	Included	Not Included	Not Included
Mobility for BlackBerry	Optional	Optional	Not Included	Not Included

*A Resource Mailbox is a mailbox that represents conference rooms and company equipment. Resource mailboxes can be included as resources in meeting requests, providing a way to manage the scheduling of resources for an organization.

5. Additional Services. The Hosted Exchange service includes Advanced Anti-Virus/Anti-Spam. For an additional charge, Customers also can elect to receive Archiving and/or Encryption services as part of their Hosted Exchange service. Archiving and/or Encryption fees will not begin to accrue per each mailbox until the applicable mailbox becomes active.

6. Minimum Commitments and Volume Discounts for Hosted Exchange. Notwithstanding anything to the contrary, Customer is subject to the following minimum commitments with respect to the Hosted Exchange services:

a. Customer agrees to purchase a minimum of 3 Premium Mailboxes, or 3 Standard Mailboxes or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a month-to-month basis, during the Order Term, Customer is required to purchase and pay for a minimum of 3 Premium Mailboxes, 3 Standard Mailboxes, or a combination of 3 Premium Mailboxes and Standard Mailboxes. If Customer's Order Term is on a fixed term of 1 year or greater, during the Order Term, Customer is required to pay for the minimum charges set forth in Customer's initial Service Order regardless of whether Customer uses any or all such mailboxes.

b. Volume discounts are available for Cloud Services purchased on a fixed term basis of 1 year or greater. The initial volume discount tier for Customer's Cloud Services is determined by the total number of mailboxes sold to Customer at the time of the initial Service Order for the Hosted Exchange service. Any mailboxes added by Customer via the Cloud Services Portal will be provided at the same volume discount tier as those mailboxes set forth in the initial Service Order. Volume discounts are not available for Cloud Services purchased on a month-to-month basis.

c. The minimum commitments in this Attachment E shall apply throughout the Order Term for the Hosted Exchange service, regardless of whether Customer actually uses and/or decommissions such mailboxes.

7. Customer Administrator. At the time of placement of the initial Service Order for the Cloud Services, Customer is required to designate a "Customer Administrator" and provide TWC with an email address for the Customer Administrator. The email address provided must use a domain name that is different than the Customer domain(s) used for the Hosted Exchange service. This email address will be used by TWC for purposes of communicating with Customer, including delivery of initial welcome credentials and account information. The Customer Administrator will be provided a user name, password and URL for access to and use of the Cloud Services Portal. The Customer Administrator will have the authority to make changes to Customer's Cloud Services account including cancellation of and/or adding or deleting mailboxes to the Cloud Services to the extent permitted by the Terms and Conditions or this Attachment E. The Customer Administrator may also appoint a secondary administrator with the authority to make such changes.

8. Information. Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during the provisioning of the Cloud Services (e.g. Customer Administrator name and email contact and payment information) is true, accurate and up-to-date. Customer shall keep TWC informed of any changes in any such information.

9. Service Activation. In order for an End User to use the Cloud Services, the Customer Administrator must first activate and assign a mailbox to the applicable End User, including setting the End User profile and configuring appropriate services for each End User account. Upon service activation, End Users will have the option of migrating their existing email accounts to Customer's Cloud Services domain(s). Customer Administrator and End Users may migrate their existing email accounts by using the documentation and, if applicable, the migration tool (Migration Wizard) provided by TWC. Customer's and its End User's use of the migration tool is conditioned upon Customer's representation that Customer has the right to provide TWC and its third party

providers with (a) access to the applicable email mailboxes and the content thereof, and (b) the right to capture and transfer all materials included as part of such email mailboxes.

10. Customer Care Support.

a. Service Activation Support. TWC offers phone, email and remote support to assist with Customer's service activation efforts as part of the Cloud Services. The TWC care team is available to assist Customer Administrator and End Users as follows:

- Setting up customer accounts.
- Configuring Cloud Services on behalf of Customer.
- Logging on to the End User's PC and installing Outlook client on the End User's behalf.
- Receiving Customer and End User credentials and configuring the automatic email migration tool to migrate emails from their previous email domain to the TWCBC email domain.
- Setting up Customer Outlook profiles, permitted user lists and blocked user lists.
- Helping Customer perform updates and changes on the Cloud Services Portal on behalf of Customer.
- Helping with general questions on transitioning email services into Cloud Services.

b. Service Purchase Support. Upon the request and permission of Customer or Customer Administrator, TWC representatives may log on to the Cloud Services Portal and order additional Cloud Services on behalf of Customer.

c. General Support. Customers shall contact TWC to request general support for the Cloud Services and agree not to contact TWC's third party providers for such support. When providing remote assistance, with permission from Customer, Customer's Administrators or End Users, TWC representatives may install, configure and test software related to Customer's Cloud Services. Customer must use the TWC provided remote desktop management software in order to receive remote assistance with service activations and other TWC support services.

- OBO (On-Behalf-Of) --- Customer acknowledges that in order for TWC to perform certain support and/or care functions (including the service activation support described above), authorized TWC staff members may utilize a proxy feature called On-Behalf-Of (OBO). OBO enables the TWC staff member to log into Customer's Cloud Services Portal control panel in order to perform functionality that Customer has access to, all without the need of requesting Customer to provide a username or password. Any access or transactions conducted via this OBO feature are automatically logged for security purposes. Customer hereby consents to TWC's use of OBO to perform support and care functions in connection with Customer's Cloud Services.

11. Access and Audit Rights. As a Cloud Services provider, TWC is required to access, test and audit Cloud Services system information for limited purposes. Customer acknowledges and agrees that the Cloud Services

(and Customer data contained therein) may be accessed by or on behalf of TWC (remotely or otherwise) for administrative tasks, to monitor Customer's use of the Cloud Services to ensure compliance with license and usage limitations, to respond to technical problems and/or queries related to the Cloud Services, and to test and ensure the proper working of the Cloud Services. In addition, Customer acknowledges and agrees that TWC may disclose Customer's location and usage information to TWC's third party Cloud Service providers, solely as required by such providers. If Customer or an End User requests TWC or its third party service providers to debug or repair an account or to access individual emails, Customer hereby grants permission for, and represents and warrants that it has all necessary consents and authority to allow TWC (and its necessary third party service providers) to perform such work, access such emails and modify the data stored therein to the extent reasonably necessary to resolve the problem. Customer understands that in some cases, this may involve TWC or its third party service providers viewing, in human-understandable form, the contents of the data and may result in damage to such contents.

12. Additional Terms of Use. In addition, Customer and its End Users:

- a. shall not use the Cloud Services in violation of any applicable law or in a manner that knowingly facilitates or furthers the violation of any applicable law;
- b. shall not use the Cloud Services to (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, including unsolicited bulk messages or unsolicited commercial messages; (ii) upload, download, export, import, send, store or otherwise make available, any material (including any message or series of messages) that are infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous, including material harmful to children, obscene or indecent, that constitutes hate speech, is otherwise offensive or objectionable or that violates any third party's privacy rights; (iii) upload, download, export or import, send, store or otherwise make available, material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity, function or performance of the Cloud Services, TWC's or a third party service provider's networks or computer systems, or data contained therein; (v) gain or attempt to gain unpermitted access by any means to any TWC or third party service provider's computer system, network or database; or (vi) cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
- c. shall use the Cloud Services solely for processing their own data, and shall not use or require any third party to use any data obtained via the Cloud Services for any unlawful purpose;
- d. shall use commercially reasonable efforts to prevent unauthorized access to the Cloud Services and shall notify TWC promptly of any such unauthorized access;
- e. shall not (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Cloud Services available to any third party as a part of a service bureau arrangement or otherwise; or (ii) use the Cloud Services other than as provided herein or in a way that is intended to harm TWC, its third party service providers and its and their affiliates, partners, vendors or customers;

- f. shall not attempt to use or access the email migration services provided by TWC using any software or service other than the migration tool provided by TWC;
- g. shall not attempt to use or access the Cloud Services account of another person without authorization from the account holder;
- h. shall not use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Cloud Services;
- i. shall not knowingly damage, disable, overburden or impair the Cloud Services or otherwise knowingly interfere with anyone's use and enjoyment of the Cloud Services;
- j. shall not (i) make copies of the Cloud Services or (ii) attempt to reverse-engineer, or otherwise discover or recreate any part of the Cloud Services (including any code, technology or methodology used in connection with the Cloud Services);
- k. shall not use the Cloud Services (i) to migrate any data or materials that TWC or its third party providers otherwise state as being prohibited, from the Cloud Services; or (ii) other than for their intended purposes;
- l. shall not use the Cloud Services for any mission or life-critical purposes, including the migration of any data which, if lost or corrupted, could endanger the health or safety of any person or otherwise in any application or situation where the failure of the Cloud Services could lead to death, serious personal injury of a person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to, the operation of nuclear or chemical facilities, navigation or communication systems for aircraft or other modes of human mass transportation, life support systems, implantable medical equipment, motor vehicles or weapons systems environments. TWC and its third party providers disclaim any express or implied warranty of fitness for such high risk activities;
- m. shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Cloud Services; and
- n. shall only run one instance of Microsoft Outlook on a single device for each Premium Mailbox ordered pursuant to the Cloud Services.

13. Taxation. For purposes of applying state and local sales and use tax to the sales of Cloud Services provided hereunder, TWC assumes that Customer will use the Cloud Services at the location of the Customer Administrator, and as such, will apply the state and local sales attributable to such location. If Customer has or will have End Users in areas outside of the location of the Customer Administrator, it is the responsibility of Customer to inform TWC by accurately listing the locations of its End Users in Customer's global address book.

14. Termination/Suspension/Cancellation of Cloud Services.

- a. Customer understands and agrees that Customer's access to the Cloud Services may be terminated or suspended if, at any time, continued provision of the Cloud Services would compromise the security of

the Cloud Services due to misuse of the Cloud Services, hacking attempts, denial of the service attacks, mail bombs or other malicious activities either directed at or originating from Customer's domains or systems.

- b. Customer understands and agrees that Customer's access to the Cloud Services may be interrupted at any time to perform emergency maintenance or repair services on the Cloud Services.
- c. In the event of any failure by Customer to comply with the terms and conditions of this Attachment E, TWC or its third party service provider will have the right in its sole discretion, to immediately suspend access to the Cloud Services or terminate the Cloud Services, in TWC's sole discretion.
- d. Upon termination or cancellation of the Cloud Services for any reason whatsoever, TWC and/or its third party providers may reverse any configurations made to their systems and/or any DNS/name servers under their control that were implemented in order to provide the Cloud Services. It shall be Customer's responsibility to ensure that the requisite changes are made to any DNS/name servers not under TWC's or its third party providers' control and to inform Customer's ISP of the need to reroute inbound email.
- e. Upon cancellation or termination of Cloud Services (including any archiving services), Customer acknowledges and agrees that Customer and any Customer Administrator will no longer have access to the Cloud Services Portal and End Users will no longer have the ability to send and receive emails. Customer shall be responsible for downloading and extracting all Customer data prior to any cancellation or termination request by Customer. Each cancellation request shall include the account to be terminated and shall be effective upon receipt.

15. Purchasing Additional Cloud Services. Once Customer has executed an initial Service Order with TWC for the Cloud Services, Customer may purchase additional Cloud Services through the Cloud Services Portal.

** For those customers that purchased Cloud Services prior to September 10, 2012, those Cloud Services are governed by the terms and conditions (including the Attachment) that were in effect at the date of purchase. Upon request, TWC will provide Customer a copy of such terms and conditions.

Attachment F

Intentionally Omitted

Attachment G
HD Video for Hospitality Service

Multi-Channel Video Service: TWC shall provide the customized cable television programming (“Multi-Channel Video Service”) to Customer’s location(s) identified in an Order (“Property”), which programming shall be subject to change at TWC’s discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime/TMC, Cinemax, or STARZ (collectively, “Premium Services”).

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the “broadcast basic” level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer’s premises is at customer’s discretion.

TWC owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems (“Systems”), except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer’s use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, or which is a commercial establishment or other non-residential building (such as a bar, restaurant or fraternal organization), nor shall Customer authorize or approve of any copying, taping or duplicating thereof.
3. Customer shall permit TWC reasonable access to Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer shall not order, or attempt to order, UFC, Boxing or other video programming which is authorized for distribution to TWC residential subscribers only.
5. Customer, at its sole expense, shall furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing.

6. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.
7. Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.
8. The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
9. Notwithstanding anything to the contrary in the Master Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
10. In the event that Customer closes for renovation a Property which is receiving the Multi-Channel Video Service, TWC will allow Customer to put the Multi-Channel Video Service account for such Property in a suspend mode and billing will be suspended until such time as the Property is reopened for business. If any such suspension occurs during the Initial Order Term for the Multi-Channel Video Service, such Initial Order Term shall be extended for the period of time that the account was in suspend mode. Customer shall notify TWC thirty days in advance of any billing suspension and/or resumption as permitted herein. If billing is not resumed for any suspended Multi-Channel Video Service account within one year of the initial suspension thereof, the termination charge described in Section 11.3 of the Master Agreement shall apply.

Customer's use of the Set back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

- A. All terms set forth in this Attachment F shall apply to the SBB Offering except to the extent modified below.
- B. Notwithstanding Section 1 above, the SBB Offering includes certain video-on-demand programming.
- C. Notwithstanding Section 2 above, the SBB Offering is available for use at commercial establishments and other non-residential building (such as a bar, restaurant or fraternal organization). The SBB Offering includes a channel line-up for public viewing. This channel line-up is different than the channel line-up available as part of the Multi-Channel Video Service for in-room viewing.
- D. Notwithstanding Section 4 above, TWC shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- E. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with TWC's and Customer's brands), then Customer shall provide TWC a copy of Customer's logo in accordance with TWC's technical specifications and hereby grants TWC a right and license to use such logo for purposes of such co-branding.

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: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SK*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$823,248.65,
General City Warrants in the Amount of \$1,211,399.79 and Payroll
in the Amount of \$444,836.46**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 188018 – 188095 \$ 823,248.65

General City Warrants:

Warrant # 188096 – 188268 \$ 1,211,399.79

Payroll 04-24-15 \$ 444,836.46

Total \$ 2,479,484.90

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
May 6, 2015
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 04-24-15
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

Fund No.	Date 05.06.15 Amounts			
	Prepaid	Written	Payroll	
General Fund	101	114,248.85	612,286.82	237,827.26
Insurance Fund	103			
Facilities & Equip.Cap. Fund	105		1,347.96	
Local Transit Return "A"	205	2,180.99	1,489.30	4,279.15
Local Transit Return "C"	207	2,339.92	45,862.20	10,875.18
Sewer Fund	210	1,677.87	7,521.65	13,362.25
CTCTraffic Improvement	211			
Street Lighting Fund	215	38,450.44	26,145.45	11,514.81
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220	12,500.00		
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226	2,274.81		
Housing Authority Fund	228			
State Gas Tax	230	2,156.91	13,878.68	19,027.04
County Park Bond Fund	232	144.63		
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260			
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		44,687.00	263.06
Water Fund	500	386,301.97	458,180.73	61,263.85
Public Financing Authority	550			
Payroll Clearing Fund	700	260,640.62		77,210.95
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		822,917.01	1,211,399.79	435,623.55
City Report Totals			2,469,940.35	

Recap by fund

Fund No.	Amounts			
	Prepaid	Written	Payroll	
RSA	227	331.64	-	9,212.91
Column Totals		331.64	-	9,212.91
RSA Report Totals			9,544.55	

Amounts		
Prepaid	Written	Payroll
823,248.65	1,211,399.79	444,836.46
Grand Report Total	2,479,484.90	

Robert S. Joe, Mayor


David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

American FlagsExpress

Inv. 112674			
04/21/15	HuntingtonDr. & FairOaks FlagR	101-0000-0000-2700-000	(27.00)
04/21/15	HuntingtonDr. & FairOaks FlagR	215-6010-6201-8020-000	339.21
Ck. 04/23/15 188058	Total		312.21

Ameritas

Inv. P/R/E 4/19/15			
04/21/15	Vision Ins. May-15	700-0000-0000-2268-000	2,703.40
Ck. 04/23/15 188043	Total		2,703.40

Artic Mechanical Inc.

Inv. 140709-906			
12/18/14	FD Maint. Call Air Filters	101-6010-6601-8120-000	240.00
Ck. 04/16/15 188018	Total		240.00

AT&T

Inv. 065 081-5011			
04/01/15	3/13-4/12/15	101-3010-3032-8150-000	1.77
Inv. 248 134-6100			
04/01/15	4/1-30/15	101-3010-3032-8150-000	9.12
Ck. 04/16/15 188019	Total		10.89

Athens Disposal Company

Inv. April 2015			
04/13/15	Estimate Recycling Fees 4/15	500-0000-0000-5360-000	4,279.28
04/13/15	Estimate Rubbish Fees 4/15	500-0000-0000-5360-000	310,880.60
Inv. March 2015			
04/13/15	Low Income Fees 3/15	101-0000-0000-4210-001	1,518
04/13/15	Yard Waste Fees 3/15	500-0000-0000-5525-000	12,920.70
Ck. 04/23/15 188059	Total		329,598.99

Aztlan Athletics

Inv. SP41815			
04/09/15	EarthDayEvent 4/18/15 Rental S	500-3010-3012-8032-000	684.90
Ck. 04/23/15 188060	Total		684.90

Balcaceres, Rosario

Inv. R58816			
04/17/15	Refund Park Rsvp	101-0000-0000-5270-005	110.00
Ck. 04/23/15 188061	Total		110.00

CA American Water Co.

Inv. 101521002151102			
03/25/15	Water Svc Wilson Well#2 2/20-3	500-6010-6711-8231-000	2.91
Ck. 04/16/15 188020	Total		2.91

CA Franchise Tax Board

Inv. P/R/E 4/19/15			
04/21/15	Garnishment	700-0000-0000-2264-000	75.00
Ck. 04/23/15 188044	Total		75.00

Ca. State Disbursement Unit

Inv. P/R/E 4/19/15			
04/21/15	Garnishment	700-0000-0000-2264-000	400.50
Ck. 04/23/15 188045	Total		400.50

Cal Blend Soils Inc.

Inv. 4/22/15			
04/22/15	Community Garden Soil	101-9000-9185-9185-000	1,733.10

.. 04/23/15 188062	Total		1,733.10
CAL PERS 457 PLAN			
Inv. P/R/E 4/19/15			
04/21/15	Deferred Comp	700-0000-0000-2260-000	3,287.37
Ck. 04/23/15 188046	Total		3,287.37
Chan, Anthony			
Inv. P/R/E 4/19/15			
04/21/15	Movie Detail 4/10/15	101-0000-0000-2910-200	560.00
Inv. P/R/E 4/19/15A			
04/21/15	Movie Detail 4/12/15	101-0000-0000-2910-200	1,050.00
Inv. P/R/E 4/19/15B			
04/21/15	Movie Detail 4/13/15	101-0000-0000-2910-200	805.00
Inv. P/R/E 4/19/15C			
04/21/15	Movie Detail 4/15/15	101-0000-0000-2910-200	980.00
Inv. P/R/E 4/19/15D			
04/21/15	Movie Detail 4/17/15	101-0000-0000-2910-200	560.00
Ck. 04/23/15 188047	Total		3,955.00
Chang, Mary Y.			
Inv. 4/21/15			
04/21/15	Refund Toilet Rebates	500-3010-3012-8032-000	100.00
Ck. 04/23/15 188063	Total		100.00
City of South Pasadena PD Pett			
Inv. 4/22/15			
04/22/15	Reimb. Petty Cash	101-4010-4011-8000-000	4.59
04/22/15	Reimb. Petty Cash	101-4010-4011-8000-000	7.17
04/22/15	Reimb. Petty Cash	101-4010-4011-8110-000	10.00
04/22/15	Reimb. Petty Cash	101-4010-4011-8020-000	26.66
04/22/15	Reimb. Petty Cash	101-4010-4011-8010-000	62.55
Ck. 04/23/15 188064	Total		110.97
City of South Pasadena-Library			
Inv. 4/3/15			
04/03/15	Reimb. Petty Cash	101-8010-8011-8000-000	17.98
04/03/15	Reimb. Petty Cash	101-8010-8011-8050-000	24.00
04/03/15	Reimb. Petty Cash	101-8010-8011-8020-000	247.83
Ck. 04/16/15 188021	Total		289.81
City of South Pasadena-Yard			
Inv. 4/8/15			
04/08/15	Reimb. Petty Cash	500-6010-6710-8070-000	3.00
04/08/15	Reimb. Petty Cash	500-6010-6711-8020-000	8.00
04/08/15	Reimb. Petty Cash	500-6010-6710-8020-000	17.22
04/08/15	Reimb. Petty Cash	210-6010-6501-8020-000	31.65
04/08/15	Reimb. Petty Cash	101-6010-6601-8020-000	63.58
04/08/15	Reimb. Petty Cash	101-6010-6410-8020-000	71.61
Ck. 04/16/15 188022	Total		195.06
Connolly, Beth			
Inv. R58818			
04/21/15	Refund Cancelled Tennis Class	101-0000-0000-5270-002	54.00
Ck. 04/23/15 188065	Total		54.00
ok Fire Extinguisher Co			
Inv. 918010			
03/26/15	Fire Extinguisher Maint. & Ins	101-6010-6601-8020-000	218.54

Inv. 918011				
03/26/15	Fire Extinguisher Maint. & Ins	101-6010-6601-8020-000		115.40
Inv. H076340				
02/09/15	Fire Extinguisher Maint. & Ins	101-6010-6601-8020-000		99.52
Ck. 04/23/15 188066	Total			433.46
County of Los Angeles				
Inv. 4/20/15				
04/20/15	ModificatPermitReplaceExisting	500-9000-9266-9266-000		4,502.31
Ck. 04/23/15 188067	Total			4,502.31
Courtesy Electric Wholesale				
Inv. S1309387.001				
12/23/14	St. Dept. Lighting Greenlee Be	215-6010-6201-8020-000		388.16
Inv. S1309720.001				
12/30/14	St. Dept. Lighting	215-6010-6201-8020-000		86.62
Inv. S1309824.002				
01/07/15	St. Dept. Lighting	215-6010-6201-8020-000		114.12
Inv. S1314015.001				
02/09/15	St. Dept. Lighting	215-6010-6201-8020-000		45.42
Inv. S1314306.001				
02/11/15	St. Dept. Lighting	215-6010-6201-8020-000		99.28
Inv. S1315538.001				
02/24/15	St. Dept. Lighting	215-6010-6201-8020-000		379.80
Inv. S1316616.001				
03/05/15	St. Dept. Lighting Modificatio	101-6010-6601-8020-000		132.22
03/05/15	St. Dept. Lighting Modificatio	101-6010-6601-8120-000		132.22
Ck. 04/23/15 188068	Total			1,377.84
Creek, Michael				
Inv. P/R/E 4/19/15				
04/21/15	Movie Detail 4/13/15	101-0000-0000-2910-200		805.00
Inv. P/R/E 4/19/15A				
04/21/15	Movie Detail 4/15/15	101-0000-0000-2910-200		560.00
Ck. 04/23/15 188048	Total			1,365.00
Data Devices International				
Inv. 15913				
04/15/15	Erasure Machine VHS Tapes Rent	101-4010-4011-8020-000		95.00
Ck. 04/16/15 188023	Total			95.00
Delta Dental				
Inv. P/R/E 4/19/15				
04/23/15	Dental Ins May-15	700-0000-0000-2267-000		11,463.62
Ck. 04/23/15 188069	Total			11,463.62
Division of the State Architec				
Inv. 1/1-3/31/15				
04/21/15	Disability Access Education Fe	101-0000-0000-2945-000		243.30
Ck. 04/23/15 188070	Total			243.30
E. D. D.				
Inv. P/R/E 4/19/15				
04/21/15	State w/h Tax	700-0000-0000-2220-000		19,825.67
Ck. 04/23/15 188049	Total			19,825.67
Eisenstein, Barbara				
Inv. 3/25/15				
03/25/15	Educational Tours	500-3010-3012-8032-000		200.00

.. 04/23/15 188071	Total		200.00
Flex Advantage			
Inv. 86507			
04/13/15	Adminstration Cost	101-3010-3041-7131-000	96.00
Inv. P/R/E 4/19/15			
04/21/15	Retiree Health Reimbursement 5	101-3010-3041-7131-000	691.77
Ck. 04/23/15 188050	Total		787.77
Henry's Towing			
Inv. 2328			
02/23/15	Towing Svc Van#74	205-8030-8025-8100-000	98.00
Ck. 04/23/15 188072	Total		98.00
Home Depot Credit Services			
Inv. 1080411			
02/12/15	Supplies	101-6010-6601-8020-000	119.43
02/12/15	Supplies	101-6010-6601-8120-000	119.44
Inv. 1190613			
02/12/15	Supplies CREDIT	101-6010-6601-8020-000	(30.01)
Inv. 14762			
02/03/15	Supplies	101-6010-6601-8020-000	111.26
02/03/15	Supplies	101-6010-6601-8120-000	111.26
02/03/15	Supplies	215-6010-6115-8020-000	111.26
02/03/15	Supplies	215-6010-6201-8020-000	111.26
Inv. 2010166			
02/11/15	Supplies	101-6010-6601-8020-000	134.50
Inv. 221246			
02/23/15	Supplies	210-6010-6501-8020-000	132.86
Inv. 3092083			
02/20/15	Supplies	210-6010-6501-8020-000	211.32
Inv. 3974583			
02/10/15	Supplies	101-6010-6601-8020-000	112.11
02/10/15	Supplies	215-6010-6201-8020-000	112.11
02/10/15	Supplies	215-6010-6115-8020-000	112.13
Inv. 3974585			
02/10/15	Supplies	101-6010-6601-8020-000	86.13
02/10/15	Supplies	101-6010-6601-8120-000	86.13
02/10/15	Supplies	215-6010-6201-8020-000	86.13
Inv. 4024600			
02/09/15	Supplies	101-6010-6601-8120-000	121.89
Inv. 4095487			
02/09/15	Supplies	215-6010-6310-8130-000	1,075.91
Inv. 4731405			
01/30/15	Supplies	215-6010-6115-8020-000	118.81
01/30/15	Supplies	215-6010-6201-8130-000	118.81
Inv. 4973438			
01/30/15	Supplies	215-6010-6115-8020-000	111.26
01/30/15	Supplies	101-6010-6601-8020-000	111.26
01/30/15	Supplies	101-6010-6601-8120-000	111.26
01/30/15	Supplies	215-6010-6201-8020-000	111.26
Inv. 5014453			
01/29/15	Supplies	101-6010-6601-8020-000	107.20
01/29/15	Supplies	101-6010-6601-8120-000	107.20
01/29/15	Supplies	215-6010-6115-8020-000	107.20
01/29/15	Supplies	215-6010-6201-8020-000	107.22
Inv. 5220555			
02/18/15	Supplies	210-6010-6501-8020-000	199.42
Inv. 6010684			
02/17/15	Supplies	101-6010-6601-8020-000	137.40
02/17/15	Supplies	215-6010-6201-8020-000	137.40

02/17/15	Supplies	215-6010-6201-8020-000	137.
Inv. 6020981			
02/27/15	Supplies	101-4010-4011-8020-000	103.21
Inv. 6923544			
02/27/15	Supplies	101-6010-6601-8120-000	216.91
02/27/15	Supplies	101-6010-6601-8020-000	216.91
Inv. 7094717			
02/06/15	Supplies	101-4010-4011-8020-000	350.97
Inv. 7221662			
02/26/15	Supplies	210-6010-6501-8020-000	160.94
Inv. 7762325			
02/06/15	Supplies	215-6010-6201-8020-000	205.98
Inv. 804380			
02/23/15	Supplies	101-6010-6601-8020-000	31.03
Inv. 8221542			
02/25/15	Supplies	101-4010-4011-8020-000	70.33
Inv. 8971908			
02/05/15	Supplies	101-6010-6601-8020-000	163.71
02/05/15	Supplies	215-6010-6115-8020-000	163.71
02/05/15	Supplies	215-6010-6201-8020-000	163.73
Inv. 8971910			
02/05/15	Supplies	101-4010-4011-8020-000	356.76
Inv. 9221428			
02/24/15	Supplies	210-6010-6501-8020-000	12.17
Inv. 9970453			
02/24/15	Supplies	101-6010-6601-8120-000	207.47
02/24/15	Supplies	101-6010-6601-8020-000	207.47
Inv. 9974225			
02/04/15	Supplies	101-6010-6601-8120-000	81.7
02/04/15	Supplies	215-6010-6201-8020-000	81.
Inv. 9974226			
04/04/15	Supplies	101-4010-4011-8120-000	18.26
Ck. 04/16/15 188024	Total		7,461.04
HPC Computers Inc.			
Inv. 24094			
01/16/15	Printer Repair	101-3010-3032-8110-000	55.00
Ck. 04/23/15 188073	Total		55.00
ICMA			
Inv. P/R/E 4/19/15			
04/21/15	Deferred Comp May-15	700-0000-0000-2260-000	5,755.22
Ck. 04/23/15 188051	Total		5,755.22
Li, Marilyn			
Inv. R58666			
04/15/15	Refund Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 04/23/15 188074	Total		55.00
Lippman, Andy			
Inv. 4/10/15			
04/10/15	Reimb. Volunteer Recognition L	101-8010-8011-8257-000	326.08
Ck. 04/16/15 188025	Total		326.08
Los Angeles Community Garden C			
Inv. 4/23/15			
04/23/15	S.P.CommunityGarden-CC Discret	101-1010-1011-8021-000	1,000.00
Ck. 04/23/15 188075	Total		1,000

e, Constance				
Inv. 4/6/15				
04/06/15	Reimb. Volunteer Recognition L	101-8010-8011-8257-000		61.66
Ck. 04/16/15 188026	Total			61.66
Lunnon, Joseph				
Inv. P/R/E 4/19/15				
04/21/15	Movie Detail 4/9/15	101-0000-0000-2910-200		560.00
Inv. P/R/E 4/19/15A				
04/21/15	Movie Detail 4/13/15	101-0000-0000-2910-200		560.00
Inv. P/R/E 4/19/15B				
04/21/15	Movie Detail 4/14/15	101-0000-0000-2910-200		980.00
Inv. P/R/E 4/19/15C				
04/21/15	Movie Detail 4/15/15	101-0000-0000-2910-200		980.00
Ck. 04/23/15 188052	Total			3,080.00
McIntosh, Deborah				
Inv. 3/16/15				
04/21/15	Sr.Center St. Patricks Lunch L	101-8030-8021-8020-000		200.00
Ck. 04/23/15 188076	Total			200.00
MedCycle Systems				
Inv. 120458				
10/01/14	Disposal Regulated Medical Was	101-4010-4011-8020-000		100.00
Ck. 04/23/15 188077	Total			100.00
Mejia, Michael				
Inv. P/R/E 4/19/15				
04/21/15	Movie Detail 4/15/15	101-0000-0000-2910-200		560.00
Ck. 04/23/15 188053	Total			560.00
Mission-Meridian Village				
Inv. 88888-7				
04/13/15	Property Owners Assn Dues-Hosp	226-2010-2029-8060-000		857.56
Inv. 88888-8				
04/13/15	Property Owners Assn Dues-Park	226-2010-2029-8060-000		41.08
04/13/15	Property Owners Assn Dues-Park	207-2010-2260-8061-000		1,700.00
Inv. 88888-9				
04/13/15	Property Owners Assn Dues-Util	226-2010-2029-8060-000		1,376.17
Ck. 04/16/15 188027	Total			3,974.81
Next Day Signs & Banners				
Inv. 16919				
04/10/15	Concerts in the Park Banner	101-8030-8031-8020-000		753.30
Ck. 04/16/15 188028	Total			753.30
O' Reilly Automotive Inc.				
Inv. 319275				
11/28/14	Transit Vans Parts Late Fee	205-8030-8025-8100-000		13.57
Inv. 3213313146				
08/30/14	Transit Vans Parts	205-8030-8025-8100-000		50.32
Inv. 3213319636				
10/20/14	Transit Vans Parts	205-8030-8025-8100-000		49.21
Inv. 3213323139				
11/17/14	Transit Vans Parts	205-8030-8025-8100-000		116.72
Inv. 3213327670				
12/24/14	Transit Vans Parts	205-8030-8025-8100-000		86.54
Inv. 3213331884				
01/29/15	Transit Vans Parts	205-8030-8025-8100-000		39.21

Ck. 04/23/15 188078	Total		355
Parker West Interiors			
Inv. 9862715			
04/14/15	PD Chief Roller Shades	101-4010-4011-8020-000	728.94
Ck. 04/16/15 188029	Total		728.94
Peponis, Nancy			
Inv. 211123512			
04/19/15	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 04/23/15 188079	Total		48.00
Pers Health Insurance			
Inv. P/R/E 4/19/15			
04/21/15	Health Ins May-15	227-7200-7210-7131-000	331.64
04/21/15	Health Ins May-15	207-2010-2260-7131-000	639.92
04/21/15	Health Ins May-15	205-2010-2210-7131-000	798.73
04/21/15	Health Ins May-15	210-6010-6501-7131-000	929.51
04/21/15	Health Ins May-15	215-6010-6310-7131-000	1,270.49
04/21/15	Health Ins May-15	230-6010-6116-7131-000	1,391.93
04/21/15	Health Ins May-15	500-6010-6710-7131-000	2,256.05
04/21/15	Health Ins May-15	500-6010-6711-7131-000	2,256.06
04/21/15	Health Ins May-15	101-3010-3041-7131-000	36,834.88
04/21/15	Health Ins May-15	700-0000-0000-2262-000	108,602.41
Ck. 04/23/15 188054	Total		155,311.62
Pers Retirement			
Inv. P/R/E 4/19/15			
04/21/15	Retirement Svc Period 4/6-19/1	700-0000-0000-2240-000	106,111
Ck. 04/23/15 188055	Total		106,111.
PETTY CASH - Recreation			
Inv. 4/15/15			
04/15/15	Reimb. Petty Cash	101-8030-8032-8020-000	70.08
04/15/15	Reimb. Petty Cash	101-8030-8032-8090-000	84.95
04/15/15	Reimb. Petty Cash	101-8030-8032-8264-000	175.44
04/15/15	Reimb. Petty Cash	101-8030-8032-8268-000	300.89
Ck. 04/16/15 188030	Total		631.36
Platinum Plus Busn. Card			
Inv. 0641			
03/11/15	Lunch C3 Mtg-Gus's BBQ	101-2010-2021-8090-000	86.61
Inv. 0641 A			
03/16/15	CM & Mayor Breakfast Mtg-Brist	101-1010-1011-8090-000	20.32
Ck. 04/23/15 188080	Total		106.93
Plumbing Wholesale Outlet Inc			
Inv. 253708			
02/10/15	AutoFaucet Electrical Water He	500-3010-3012-8032-000	319.32
Inv. 253710			
02/10/15	Citywide Water Filters	101-6010-6601-8120-000	369.23
Inv. S1000007910.001			
04/01/15	FInance Charges	101-6010-6601-8120-000	21.67
Ck. 04/23/15 188081	Total		710.22
Postmaster			
Inv. 4/28/15			
04/23/15	SR710 Comm. Workshop Postage P	101-2010-2021-8010-000	1,886
Ck. 04/23/15 188082	Total		1,886.00

Mothers, Dr. Donald R.

Inv. 4/24/15				
04/24/15	Sr.Center Science Lecture 4/24		101-8030-8021-8267-000	100.00
Ck. 04/23/15 188083	Total			100.00

RDO Equipment Company

Inv. W25720				
12/23/14	Chipper Repair		215-6010-6310-8110-000	2,966.00
Ck. 04/16/15 188031	Total			2,966.00

Rossmann and Moore, LLP

Inv. Feb 2015				
03/02/15	Legal Svcs 710 Fwy Extension 2		101-2010-2021-8160-000	2,193.00
Ck. 04/23/15 188084	Total			2,193.00

S.P.Chamber of Commerce

Inv. 4/20/15				
04/20/15	SPARC Utility Box Art Project		220-2010-2301-8255-000	12,500.00
Ck. 04/23/15 188085	Total			12,500.00

SC Fuels

Inv. 0260846				
02/05/15	Service Yard Fuel		101-0000-0000-1400-000	4,935.73
Ck. 04/23/15 188086	Total			4,935.73

Siemens Industry Inc.

Inv. 400108552				
08/07/13	Traffic Signal Response Call O		215-6010-6115-8180-000	2,531.14
Inv. 400115423				
11/26/13	Traffic Signal Maint 11/13		215-6010-6115-8180-000	2,096.72
Inv. 5610002956				
06/09/14	Traffic Signal Maint 4/14		215-6010-6115-8180-000	2,096.72
Ck. 04/16/15 188032	Total			6,724.58

So. CA Edison Co.

Inv. 3-000-5677-90				
03/24/15	2/18-3/19/15		500-6010-6711-8152-000	49.06
Inv. 3-000-5950-21				
03/24/15	2/18-3/19/15		101-6010-6410-8140-000	84.53
Inv. 3-000-5950-22				
03/24/15	2/18-3/19/15		101-6010-6410-8140-000	231.05
Inv. 3-000-7125-63				
03/24/15	2/18-3/19/15		101-6010-2015-8140-000	25.67
Inv. 3-000-7125-66				
03/24/15	2/18-3/19/15		500-6010-6711-8140-000	40.61
Inv. 3-000-7152.57				
03/24/15	2/18-3/19/15		101-6010-6410-8140-000	25.52
Inv. 3-000-8455-69				
03/24/15	2/18-3/19/15		215-6010-6115-8140-000	58.31
Inv. 3-000-9969-52				
03/24/15	2/18-3/19/15		215-6010-6201-8140-000	13.89
03/24/15	2/18-3/19/15		101-6010-6410-8140-000	13.89
Inv. 3-001-1810-93				
03/24/15	2/1-3/1/15		101-6010-6410-8140-000	39.89
Inv. 3-001-1810-94				
03/24/15	2/18-3/19/15		500-6010-6711-8140-000	43.29
Inv. 3-001-1810-98				
03/24/15	2/18-3/19/15		500-6010-6711-8152-000	29,523.57
Inv. 3-001-1811-29				
03/24/15	2/18-3/19/15		101-6010-6601-8140-000	4,801.21

Inv. 3-001-1811-44			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	95.26
03/24/15	2/18-3/19/15	215-6010-6201-8140-000	95.26
Inv. 3-001-1811-45			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	106.36
03/24/15	2/18-3/19/15	215-6010-6201-8140-000	106.36
Inv. 3-001-1811-48			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	50.88
Inv. 3-001-1811-56			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	66.36
Inv. 3-001-1811-58			
03/24/15	2/1-3/1/15	101-6010-6410-8140-000	35.36
Inv. 3-001-1811-59			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	41.06
Inv. 3-001-1811-63			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	25.22
Inv. 3-001-1811-64			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	66.76
Inv. 3-001-1811-67			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	41.45
Inv. 3-001-1811-68			
03/24/15	2/18-3/19/15	101-8010-8011-8140-000	83.36
Inv. 3-001-1811-69			
03/24/15	2/1-3/1/15	215-6010-6201-8140-000	24.24
Inv. 3-001-1811-75			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	116.65
Inv. 3-001-1811-76			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	55.39
Inv. 3-001-1811-77			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	44.
Inv. 3-001-1811-79			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	40.17
Inv. 3-001-1811-80			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	54.23
Inv. 3-001-1811-86			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	25.08
Inv. 3-001-1811-87			
03/24/15	2/18-3/19/15	500-6010-6711-8140-000	33.88
Inv. 3-001-1811-89			
03/24/15	2/1-3/1/15	215-6010-6201-8140-000	17.68
03/24/15	2/1-3/1/15	101-6010-6410-8140-000	17.68
Inv. 3-001-1811-90			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	40.24
Inv. 3-001-1811-91			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	63.23
Inv. 3-001-1811-92			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	17.65
Inv. 3-001-1811-93			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	59.41
Inv. 3-001-1811-95			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	26.24
Inv. 3-001-1811-98			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	17.37
Inv. 3-001-1812-06			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	135.54
Inv. 3-001-1812-07			
03/24/15	2/18-3/19/15	500-6010-6711-8140-000	31.01
Inv. 3-001-1812-08			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	63.
Inv. 3-001-1812-09			
03/24/15	2/1-3/1/15	101-6010-6410-8140-000	315.92

Inv. 3-001-1812-10			
03/24/15	2/18-3/19/15	232-6010-6417-8140-000	144.63
Inv. 3-001-1812-11			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	34.03
Inv. 3-001-1812-12			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	31.03
Inv. 3-001-1812-25			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	25.96
Inv. 3-001-1812-26			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	755.15
Inv. 3-001-1812-27			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	58.19
Inv. 3-001-1812-31			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	61.25
Inv. 3-001-1812-32			
03/24/15	2/1-3/1/15	101-6010-6410-8140-000	14.12
Inv. 3-001-1812-33			
03/24/15	2/18-3/19/15	500-6010-6711-8140-000	43.29
Inv. 3-001-1812-34			
03/24/15	2/18-3/19/15	500-6010-6711-8152-000	3,372.23
Inv. 3-001-1812-35			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	19.35
Inv. 3-001-1812-36			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	91.24
Inv. 3-001-1812-38			
03/24/15	2/18-3/19/15	101-6010-6410-8140-000	27.49
Inv. 3-001-1812-39			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	58.23
Inv. 3-001-9413-97			
03/24/15	2/18-3/19/15	500-6010-6711-8152-000	2,689.07
Inv. 3-002-4372-43			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	81.58
Inv. 3-002-4472-77			
03/26/15	2/24-3/25/15	101-8010-8011-8140-000	2,457.74
Inv. 3-002-4472-78			
03/26/15	2/24-3/25/15	101-8030-8021-8140-000	836.90
Inv. 3-002-4473-12			
03/24/15	2/18-3/19/15	500-6010-6711-8140-000	25.08
Inv. 3-003-6653-57			
03/26/15	2/24-3/25/15	101-6010-6410-8140-000	875.84
Inv. 3-003-7341-83			
03/24/15	2/1-3/1/15	101-6010-6410-8140-000	12.06
Inv. 3-004-3214-58			
03/24/15	2/18-3/19/15	500-6010-6711-8140-000	37.52
Inv. 3-004-4562-56			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	72.24
Inv. 3-011-4089-57			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	52.30
Inv. 3-016-0678-82			
03/24/15	2/18-3/19/15	215-6010-6201-8140-000	150.29
Inv. 3-022-6051-15			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	97.81
Inv. 3-022-6897-57			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	29.08
Inv. 3-022-6897-72			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	24.80
Inv. 3-022-6897-89			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	26.24
Inv. 3-022-6897-99			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	28.35
Inv. 3-022-6898-05			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	25.67

Inv. 3-022-6898-17			
03/24/15	2/18-3/19/15	215-6010-6115-8140-000	28.79
Inv. 3-022-6898-28			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	24.82
Inv. 3-023-6580-86			
03/26/15	2/24-3/25/15	215-6010-6201-8140-000	29.44
Inv. 3-023-7462-29			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	198.16
Inv. 3-023-7844-31			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	25.40
Inv. 3-023-8283-79			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	30.23
Inv. 3-026-3223-65			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	36.11
Inv. 3-028-7013-82			
03/26/15	2/24-3/25/15	101-6010-6410-8140-000	103.29
Inv. 3-028-7594-32			
03/26/15	2/24-3/25/15	500-6010-6711-8152-000	2,552.23
Inv. 3-029-2458-05			
03/26/15	2/24-3/25/15	101-8030-8031-8140-000	53.99
Inv. 3-032-0513-93			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	55.90
Inv. 3-032-2521-62			
03/26/15	2/24-3/25/15	215-6010-6201-8140-000	77.28
Inv. 3-032-4192-98			
03/26/15	2/24-3/25/15	215-6010-6201-8140-000	67.88
Inv. 3-033-3452-62			
03/26/15	2/24-3/25/15	500-6010-6710-8140-000	448.53
Inv. 3-035-3494-19			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	52
Inv. 3-035-6502-21			
03/26/15	2/24-3/25/15	101-6010-6601-8140-000	178.93
Inv. 3-037-6075-39			
03/26/15	2/24-3/25/15	215-6010-6115-8140-000	79.45
Ck. 04/16/15 188033	Total		53,264.79
Inv. 3-008-8091-11			
04/08/15	3/1-4/1/15	215-6010-6201-8140-000	3,854.46
Inv. 3-008-8091-12			
04/08/15	3/1-4/1/15	215-6010-6115-8140-000	841.15
Inv. 3-008-8091-13			
04/08/15	3/1-4/1/15	215-6010-6201-8140-000	7,965.86
Inv. 3-008-8091-14			
04/08/15	3/1-4/1/15	215-6010-6201-8140-000	12.00
Inv. 3-008-8091-16			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	145.03
Inv. 3-008-8091-17			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	64.84
Inv. 3-008-8091-18			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	57.14
Inv. 3-008-8091-19			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	47.34
Inv. 3-008-8091-20			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	70.57
Inv. 3-008-8091-21			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	81.32
Inv. 3-008-8091-22			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	48.95
Inv. 3-008-8091-23			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	80.22
Inv. 3-008-8091-24			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	75.44

Inv. 3-008-8436-55			
04/08/15	3/6-4/6/15	215-6010-6201-8140-000	139.68
Inv. 3-025-4910-19			
04/08/15	3/6-4/6/15	215-6010-6115-8140-000	127.47
Inv. 3-026-6343-40			
04/08/15	3/6-4/6/15	215-6010-6115-8140-000	29.71
Ck. 04/23/15 188087	Total		13,641.25

State Controllers Office

Inv. 44664			
04/06/15	Annual Street Report FY 13-14	101-3010-3011-8170-000	1,453.76
Ck. 04/16/15 188034	Total		1,453.76

SWRCB Accounting Office

Inv. LW-1000228			
04/14/15	SafeWaterControlBoard 7/1-12/3	500-6010-6711-8170-000	7,742.72
Ck. 04/23/15 188088	Total		7,742.72

T.Y. Custom Design

Inv. I-2059			
03/10/15	500 S.P. City Pins	101-1010-1011-8020-000	599.50
Ck. 04/16/15 188035	Total		599.50

The Pin Center

Inv. 0315142			
03/26/15	200 S.P. City Commemorative Co	101-1010-1011-8020-000	819.50
Ck. 04/16/15 188036	Total		819.50

Sauce Creative Services

Inv. 1604			
04/18/15	Do YourPartDroughtConserveWater	500-3010-3012-8032-000	404.25
Ck. 04/23/15 188089	Total		404.25

The Sign Company

Inv. 8711			
04/13/15	Children's Memorial & Healing	101-8030-8032-8040-000	86.11
Ck. 04/16/15 188037	Total		86.11

Time Warner Cable

Inv. 008 0224964			
04/08/15	Internet Upgrade 4/8-5/7/15	101-3010-3032-8170-000	359.86
Ck. 04/16/15 188038	Total		359.86

Inv. 008 0012179			
04/16/15	PD Cable 4/16-5/15/15	101-4010-4011-8110-000	193.37
Inv. 008 0251967			
04/22/15	1102 Oxley St. 4/22-5/21/15	101-8030-8021-8110-000	191.03
Inv. 008 0269985			
04/17/15	City Hall 2nd Modem 4/17-5/16/	101-3010-3032-8150-000	144.04
Ck. 04/23/15 188090	Total		528.44

Torres, Paris

Inv. R58756			
04/17/15	Refund Park Rsvp	101-0000-0000-5270-005	110.00
Ck. 04/23/15 188091	Total		110.00

ted Way

Inv. P/R/E 4/19/15			
04/21/15	Payroll Deduction	700-0000-0000-2258-000	6.00

Ck. 04/23/15 188056	Total		6.
V & S Pasadena Inc. - AAMCO			
Inv. 142198			
02/24/15	Transit Van#74 Parts & Maint.	205-8030-8025-8100-000	928.69
Ck. 04/23/15 188092	Total		928.69
Verizon Wireless			
Inv. 9742562988			
03/19/15	PW Scada System 2/20-3/19/15	500-6010-6711-8020-000	70.24
Ck. 04/16/15 188039	Total		70.24
Inv. 9742827628			
03/23/15	Mobile Broadband 2/24-3/23/15	101-3010-3032-8150-000	16.03
Ck. 04/23/15 188093	Total		16.03
Voya Financial			
Inv. P/R/E 4/19/15			
04/21/15	Deferred Comp	700-0000-0000-2260-000	2,409.52
Ck. 04/23/15 188057	Total		2,409.52
Vulcan Materials Co. & Affilia			
Inv. 70724900			
03/27/15	Tack for Street Repair	500-6010-6710-8020-000	479.97
03/27/15	Tack for Street Repair	230-6010-6116-8020-000	479.98
Ck. 04/16/15 188040	Total		959.95
Inv. 70747243			
04/20/15	Crushed Aggregate Base	500-6010-6710-8020-000	284
04/20/15	Crushed Aggregate Base	230-6010-6116-8020-000	285.66
Ck. 04/23/15 188094	Total		569.99
West Coast Arborists, Inc.			
Inv. 103492			
02/15/15	Tree & Stump Removal & Plantin	101-9000-9181-9181-000	29,515.00
Ck. 04/16/15 188041	Total		29,515.00
Inv. 104639			
03/31/15	Grid Pruning & Palm Pruning 3/	215-6010-6310-8170-000	6,640.00
Ck. 04/23/15 188095	Total		6,640.00
Zarate, Bobby			
Inv. 4/20/15			
04/15/15	Volunteer Recognition Entertai	101-8030-8021-8020-000	175.00
Ck. 04/16/15 188042	Total		175.00
Total			823,248.65

ATTACHMENT 3
General City Warrant List

Alangi, Fay				
Inv. R58662				
04/14/15	Refund Dropped Tennis Class	101-0000-0000-5270-002		45.00
Ck. 05/06/15 188096	Total			45.00
Albright Lighting Plastics LLC				
Inv. 29208				
04/07/15	Garfield St. Lamp/LED Globe Re	215-6010-6201-8020-000		454.67
Ck. 05/06/15 188097	Total			454.67
Alhambra Car Wash				
Inv. March 2015				
04/16/15	PD Car Washes	101-4010-4011-8100-000		231.00
Ck. 05/06/15 188098	Total			231.00
Alhambra Glass Co., Inc.				
Inv. 2360				
04/20/15	Eddie Park Replacement Broken	101-6010-6601-8020-000		22.89
04/20/15	Eddie Park Replacement Broken	101-6010-6601-8120-000		22.89
Ck. 05/06/15 188099	Total			45.78
Alhambra School of Music				
Inv. Spring 2015				
04/23/15	Instructor Music Classes	101-8030-8032-8267-000		384.00
Ck. 05/06/15 188100	Total			384.00
Alliant Insurance Svcs, Inc.				
Inv. 1/1-3/31/15				
04/13/15	Special Events Reporting 1/1-3	101-0000-0000-2970-001		1,869
Ck. 05/06/15 188101	Total			1,869.00
Amazon/SYNCB				
Inv. 086840666459				
04/03/15	Comm. Svcs Supplies	101-6010-6601-8020-000		41.79
Inv. 270178521048				
04/08/15	Comm. Svcs Supplies	101-8030-8032-8020-000		32.85
Ck. 05/06/15 188102	Total			74.64
American Planning Assn.				
Inv. 025286-1545				
04/14/15	APA, CA LA Section & AICP Membe	101-7010-7101-8060-000		718.00
Ck. 05/06/15 188103	Total			718.00
Andrews, Loretta				
Inv. Spring 2015				
04/27/15	Instructor Hawaiian Classes	101-8030-8032-8267-000		1,144.00
Ck. 05/06/15 188104	Total			1,144.00
Angelats, Lindsey				
Inv. R58757				
04/17/15	Refund Summer Camp Med	101-0000-0000-5270-001		125.00
Ck. 05/06/15 188105	Total			125.00
Antrim's Security Co., Inc.				
Inv. 46864				
03/23/15	Emerg. Key Code Replacement Ke	101-6010-6601-8120-000		192.04
03/23/15	Emerg. Key Code Replacement Ke	101-6010-6601-8020-000		192.04
Inv. 46895				
03/12/15	Emerg. Key Code Replacement Ke	101-6010-6601-8020-000		67.44
03/12/15	Emerg. Key Code Replacement Ke	101-6010-6601-8120-000		67.45

Inv. 46967			
04/10/15	Citywide Duplicate Keys	101-6010-6601-8120-000	54.23
04/10/15	Citywide Duplicate Keys	101-6010-6601-8020-000	54.23
Inv. 46973			
04/13/15	Citywide Misc. Duplicate Keys	101-6010-6601-8020-000	26.98
Ck. 05/06/15 188106	Total		654.41

Aramark Uniform Services

Inv. 530540831			
04/09/15	Uniform Service	500-6010-6711-8132-000	14.70
04/09/15	Uniform Service	500-6010-6710-8132-000	14.70
04/09/15	Uniform Service	210-6010-6501-8132-000	14.70
04/09/15	Uniform Service	101-6010-6601-8132-000	14.70
04/09/15	Uniform Service	215-6010-6310-8132-000	14.75
04/09/15	Uniform Service	230-6010-6116-8132-000	61.73
04/09/15	Uniform Service	215-6010-6201-8132-000	62.50
Inv. 530557673			
04/16/15	Uniform Svc	210-6010-6501-8132-000	18.00
04/16/15	Uniform Svc	101-6010-6601-8132-000	18.00
04/16/15	Uniform Svc	215-6010-6201-8132-000	18.00
04/16/15	Uniform Svc	215-6010-6310-8132-000	18.00
04/16/15	Uniform Svc	500-6010-6710-8132-000	18.00
04/16/15	Uniform Svc	230-6010-6116-8132-000	18.00
04/16/15	Uniform Svc	500-6010-6711-8132-000	21.11
Inv. 530577724			
04/23/15	Uniform Service	230-6010-6116-8132-000	19.00
04/23/15	Uniform Service	210-6010-6501-8132-000	19.00
04/23/15	Uniform Service	101-6010-6601-8132-000	19.00
04/23/15	Uniform Service	215-6010-6201-8132-000	19.00
04/23/15	Uniform Service	500-6010-6711-8132-000	19.00
04/23/15	Uniform Service	500-6010-6710-8132-000	50.84
04/23/15	Uniform Service	215-6010-6310-8132-000	50.85
Ck. 05/06/15 188107	Total		523.58

Arbor Day Foundation

Inv. 873-604-1921			
04/27/15	Membership	101-6010-6410-8020-000	50.00
Ck. 05/06/15 188108	Total		50.00

ARC

Inv. 7988070			
03/25/15	City Sewer Maps Copies	210-6010-6501-8020-000	23.73
Ck. 05/06/15 188109	Total		23.73

Arcadis US Inc.

Inv. 0709912			
04/07/15	Const. Mgmt & Inspect. Svcs 2/	500-9000-9266-9266-000	31,619.54
Ck. 05/06/15 188110	Total		31,619.54

Armstrong Lock & Safe Co.

Inv. 64175			
02/18/15	Orange Grove Park & City Hall	101-6010-6601-8120-000	8.72
02/18/15	Orange Grove Park & City Hall	101-6010-6601-8120-000	8.72
Inv. 64254			
04/07/15	Facility Maint. Duplicate Keys	101-6010-6601-8120-000	13.07
04/07/15	Facility Maint. Duplicate Keys	101-6010-6601-8020-000	13.08
Inv. 64256			
04/09/15	Wilson Rsvr Duplicate Keys	500-6010-6711-8020-000	29.97
Ck. 05/06/15 188111	Total		73.56

Art Studio for Kids

Inv. Spring 2015			
04/23/15	Instructor Drawing Classes	101-8030-8032-8267-000	518.40
Ck. 05/06/15 188112	Total		518.40

Artic Mechanical Inc.

Inv. 140715-471			
04/07/15	A/C Maint @ Garfield Youth Hou	101-6010-6601-8120-000	100.00
Inv. 140715-474			
04/07/15	A/C Maint @ Orange Grove	101-6010-6601-8120-000	100.00
Inv. 140715-479			
03/31/15	A/C Maint @ City Hall	101-6010-6601-8120-000	200.00
Inv. 140718-586			
03/30/15	Emergency Repair Telephone/Ser	101-6010-6601-8120-000	503.50
Inv. 140719-212			
04/08/15	A/C Maint @ Grand Pump House	101-6010-6601-8120-000	100.00
Inv. 140719-213			
04/09/15	A/C Maint @ Eddie Park House	101-6010-6601-8120-000	100.00
Ck. 05/06/15 188113	Total		1,103.50

AT&T --Cingular Wireless

Inv. 879338213X0423			
04/15/15	FD Cell Phones 3/16-4/15/15	101-5010-5011-8150-000	88.27
Ck. 05/06/15 188114	Total		88.27

Backgrounds Unlimited

Inv. 2651			
04/22/15	Background Investigation Fee	101-4010-4011-8170-000	862.60
Inv. 2652			
04/22/15	Background Investigation Fee	101-4010-4011-8170-000	851.
Inv. 2653			
04/22/15	Background Investigation Fee	101-4010-4011-8170-000	880.20
Inv. 2654			
04/23/15	Background Investigation Fee	101-4010-4011-8170-000	854.20
Ck. 05/06/15 188115	Total		3,448.00

Baker & Taylor Entertainment

Inv. T19102290			
04/13/15	CD's & DVD's	101-8010-8011-8080-000	226.09
Inv. T19150880			
04/14/15	CD's & DVD's	101-8010-8011-8080-000	59.63
Ck. 05/06/15 188116	Total		285.72

Baker & Taylor Inc.

Inv. 3020194009			
04/03/15	Books	101-8010-8011-8080-000	110.69
Inv. 4011191350			
04/06/15	Books	101-8010-8011-8080-000	539.61
Inv. 4011202146			
04/13/15	Books	101-8010-8011-8080-000	120.29
Ck. 05/06/15 188117	Total		770.59

Banzali, Yvonne

Inv. Spring 2015			
04/23/15	Instructor Pet FirstAid/CPR Cl	101-8030-8032-8267-000	117.00
Ck. 05/06/15 188118	Total		117.00

Bernal, Ryan

Inv. 4/15/15			
04/16/15	Reimb. PD Training Expense	101-4010-4011-8200-000	20.65

Ck. 05/06/15 188119	Total		20.65
CA Linen Services			
Inv. 1137952			
04/20/15	FD Dept. Supplies	101-5010-5011-8020-000	121.07
Inv. 1140216			
04/27/15	FD Dept. Supplies	101-5010-5011-8020-000	111.81
Ck. 05/06/15 188120	Total		232.88
CA Maintenance & Environmental			
Inv. 20902			
03/20/15	Fuel Tanks Monthly Inspection	101-2010-2011-8100-000	2.00
03/20/15	Fuel Tanks Monthly Inspection	101-6010-6011-8100-000	2.00
03/20/15	Fuel Tanks Monthly Inspection	101-7010-7101-8100-000	2.00
03/20/15	Fuel Tanks Monthly Inspection	101-5010-5011-8100-000	8.00
03/20/15	Fuel Tanks Monthly Inspection	101-4010-4011-8105-000	86.00
Inv. 20903			
03/20/15	Yard Gas Tanks Monthly Inspec	101-6010-6601-8020-000	50.00
03/20/15	Yard Gas Tanks Monthly Inspec	101-6010-6601-8120-000	50.00
Ck. 05/06/15 188121	Total		200.00
Caltronics Business Systems			
Inv. 1747267			
03/30/15	Lib. Copier Overages 3/28-4/27	101-8010-8011-8110-000	238.94
Ck. 05/06/15 188122	Total		238.94
Cantu Graphics			
Inv. 4436			
04/10/15	Lib. Llyn Foulkes Postcards	101-8010-8011-8050-000	162.41
Inv. 4439			
04/15/15	PD Business Cards	101-4010-4011-8050-000	130.64
Inv. 4440			
04/15/15	Plan/Bldg Business Cards	101-7010-7101-8050-000	87.09
Inv. 4441			
04/15/15	Setup of City Business Cards	101-2010-2011-8050-000	98.10
Inv. 4442			
04/16/15	Finance Budget Presentation Po	101-3010-3011-8050-000	135.16
Inv. 4445			
04/20/15	PW Busn.Cards	101-6010-6011-8050-000	174.18
Ck. 05/06/15 188123	Total		787.58
Catering Systems Inc.			
Inv. 3481			
04/09/15	Sr. Center Meals w/ 3/30-4/3/1	101-8030-8021-8180-000	1,304.16
Inv. 3491			
04/15/15	Sr. Center Meals w/4/6-10/15	101-8030-8021-8180-000	1,274.90
Ck. 05/06/15 188124	Total		2,579.06
CBE Los Angeles			
Inv. 1674274			
04/08/15	Copier Toner Shipping	101-7010-7101-8000-000	22.53
Inv. 1674828			
04/05/15	Copier Overages 3/5-4/4/15	500-3010-3012-8110-000	2.72
04/05/15	Copier Overages 3/5-4/4/15	101-3010-3011-8110-000	2.73
04/05/15	Copier Overages 3/5-4/4/15	101-7010-7101-8110-000	5.45
Ck. 05/06/15 188125	Total		33.43
JE Los Angeles			
Inv. 1676074			
04/20/15	FD Copier Overages 3/20-4/19/1	101-5010-5011-8170-000	108.97

Ck. 05/06/15 188126	Total		108
Chan, Benjamin			
Inv. Spring 2015 04/23/15	Instructor Tai Chi Classes	101-8030-8032-8267-000	331.50
Ck. 05/06/15 188127	Total		331.50
Chow, Calvin			
Inv. Spring 2015 04/23/15	Instructor Tennis Classes	101-8030-8032-8267-000	912.60
Ck. 05/06/15 188128	Total		912.60
Chung, Sam			
Inv. Spring 2015 04/23/15	Instructor Karate Class	101-8030-8032-8267-000	208.00
Ck. 05/06/15 188129	Total		208.00
City of Alhambra Police Dept.			
Inv. SP-03/15 04/09/15	PD Inmate Housing 3/15	101-4010-4011-8180-000	86.00
Ck. 05/06/15 188130	Total		86.00
City of Pasadena			
Inv. AR2111559 04/21/15	PD Inmate Housing 3/15	101-4010-4011-8180-000	2,466.00
Inv. IT 2015-17 04/08/15	PD Radio Communications 1/1-3/	101-4010-4011-8180-000	3,000.00
Ck. 05/06/15 188131	Total		5,466.00
CKCK Distribution			
Inv. 45 02/18/15	Street Div. Gloves	230-6010-6116-8134-000	523.20
Ck. 05/06/15 188132	Total		523.20
CMRTA			
Inv. 259 04/01/15	Membership Renewal 1/1/1515-12	101-3010-3011-8060-000	110.00
Ck. 05/06/15 188133	Total		110.00
Cobian, Marisela			
Inv. R58659 04/14/15	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 05/06/15 188134	Total		55.00
Colantuono, Highsmith & Whatley			
Inv. 28699 04/08/15	Legal Svcs-Adv. John Doe 3/15	101-2010-2501-8160-000	1,010.50
Inv. 28700 04/08/15	Legal Svcs-Downtown Project 3/	101-0000-0000-2990-013	799.00
Inv. 28701 04/08/15	Legal Svcs-General 3/15	101-2010-2501-8160-000	8,263.48
Inv. 28702 04/08/15	Legal Svcs-Transportation 3/15	101-2010-2021-8160-000	587.50
Inv. 28703 04/08/15	Legal Svcs-Labor & Employment	101-2010-2013-8160-000	9,047.50
Inv. 28704 04/08/15	Legal Svcs-Misc.Litigation 3/1	101-2010-2501-8160-000	355
Inv. 28705 04/08/15	Legal Svcs-Special Projects 3/	101-2010-2501-8160-000	6,520.00

Inv. 28706				
04/08/15	Legal Svcs-Tax & Assessment 3/	101-2010-2501-8160-000		2,444.00
Inv. 28707				
04/08/15	Legal Svcs-Water & Utilities 3	101-2010-2501-8160-000		94.00
Ck. 05/06/15 188135	Total			29,121.08
Commline Inc.				
Inv. 0001362				
04/09/15	PD Unit# 0134 Install ATF Tray	101-4010-4011-8110-000		760.00
Inv. 0001366				
04/09/15	PD Unit# 0134 Install Emerg.Li	101-4010-4011-8110-000		5,204.66
Inv. 0001815				
04/17/15	PD Unit# 1407 Install CPU Prod	101-4010-4011-8110-000		2,122.56
Inv. 0001816				
04/17/15	PD Unit# 1406 Install CPU Prod	101-4010-4011-8110-000		2,122.56
Inv. 0001837				
04/20/15	PD Unit# 0134 CargoRack,FloodL	101-4010-4011-8110-000		2,950.48
Ck. 05/06/15 188136	Total			13,160.26
Conney Safety				
Inv. 04901164				
03/31/15	Gatorade for Svc Yard	101-6010-6410-8020-000		90.67
03/31/15	Gatorade for Svc Yard	230-6010-6116-8020-000		90.67
03/31/15	Gatorade for Svc Yard	210-6010-6501-8020-000		90.67
03/31/15	Gatorade for Svc Yard	500-6010-6710-8020-000		90.70
Ck. 05/06/15 188137	Total			362.71
Cook Fire Extinguisher Co				
Inv. 918014				
04/17/15	Fire Extinguishers Svcs	101-5010-5011-8110-000		194.00
Ck. 05/06/15 188138	Total			194.00
CopWare, Inc				
Inv. 82954				
04/01/15	PD CA PeaceOfficerSourcebookLi	101-4010-4011-8060-000		1,105.00
Ck. 05/06/15 188139	Total			1,105.00
CoreLogic Information Solution				
Inv. 81456663				
03/31/15	PW Realquest.com Svcs 3/15	101-6010-6011-8020-000		270.17
Inv. 81456863				
03/31/15	Plan/Bldg Realquest.com Svcs 3	101-7010-7101-8020-000		153.67
Ck. 05/06/15 188140	Total			423.84
Cornforth, Darren				
Inv. Spring 2015				
04/23/15	Instructor Tennis Classes	101-8030-8032-8267-000		617.50
Ck. 05/06/15 188141	Total			617.50
Cravens, Lindsay				
Inv. R58725				
04/16/15	Refund Summer Camp Med	101-0000-0000-5270-001		125.00
Ck. 05/06/15 188142	Total			125.00
Dell Marketing L.P.				
Inv. XJNFKD9N3				
03/26/15	Microsoft Office Licenses-City	105-3010-3032-8530-000		336.99
Inv. XJNP13253				
04/10/15	Microsoft Office Licenses-City	105-3010-3032-8530-000		673.98

Inv. XJNPMP4D9 04/14/15	Microsoft Office Licenses for	105-3010-3032-8530-000	336.99
Ck. 05/06/15 188143	Total		1,347.96
Dept of Justice			
Inv. 092769 04/03/15	PD Applicant Fingerprinting 3/	101-4010-4011-8020-000	1,108.00
Ck. 05/06/15 188144	Total		1,108.00
Dept of Transportation			
Inv. SL150634 04/13/15	Signal & Lighting Jan 2015 - M	215-6010-6115-8180-000	155.18
Ck. 05/06/15 188145	Total		155.18
Digital Housing & Admin., LLC			
Inv. 9587 04/01/15	DNS Hosting	101-3010-3032-8170-000	120.00
Ck. 05/06/15 188146	Total		120.00
Discreet Protection Services			
Inv. 5160414 04/14/15	Background Investigation Fee	101-4010-4011-8170-000	500.00
Ck. 05/06/15 188147	Total		500.00
DuBois, Andrew			
Inv. 4/22-23/15 04/27/15	Reimb. PD Training Expenses	101-4010-4011-8200-000	60.85
Ck. 05/06/15 188148	Total		60.85
Dvornychenko, Georgia			
Inv. 2013-2014 04/21/15	Refund St.Light & Assess Prop	101-0000-0000-4150-000	24.00
04/21/15	Refund St.Light & Assess Prop	215-0000-0000-4100-000	78.92
Ck. 05/06/15 188149	Total		102.92
ECMS			
Inv. 328820-00 04/16/15	FD Safety Clothing Repairs	101-5010-5011-8134-000	410.41
Ck. 05/06/15 188150	Total		410.41
Euler, Linda			
Inv. Mar-Apr 2015 04/21/15	Reimb. Home Delivery Mileage	101-8030-8021-8020-000	32.09
Ck. 05/06/15 188151	Total		32.09
Evanson, Robin			
Inv. R58545 04/10/15	Refund Cancelled Video Game Cl	101-0000-0000-5270-002	115.00
Ck. 05/06/15 188152	Total		115.00
Excel Paving Co.			
Inv. 4-23332 02/28/15	Street Improvement Project	207-9000-9390-9390-000	3,085.60
02/28/15	Street Improvement Project	101-9000-9390-9390-000	12,010.85
02/28/15	Street Improvement Project	101-9000-9340-9340-000	49,757.09
02/28/15	Street Improvement Project	101-9000-9341-9341-000	77,555.95
02/28/15	Street Improvement Project	500-9000-9390-9390-000	95,000.00
Inv. 5-23379 03/31/15	Street Improvement Project	101-9000-9340-9340-000	5,016.28
03/31/15	Street Improvement Project	101-9000-9341-9341-000	19,052.96

03/31/15	Street Improvement Project	207-9000-9390-9390-000	42,776.60
03/31/15	Street Improvement Project	101-9000-9390-9390-000	155,723.17
Inv. Z833			
03/16/15	St.Improvement Proj.-1028 Magn	101-9000-9185-9185-000	6,532.00
Ck. 05/06/15 188153	Total		466,510.50
Fazeli, Sarah			
Inv. Spring 2015			
04/23/15	Instructor Yoga Classes	101-8030-8032-8267-000	499.20
Ck. 05/06/15 188154	Total		499.20
Federal Express			
Inv. 2-937-84207			
02/13/15	Finance Overnight Shipping	101-3010-3011-8010-000	34.52
Ck. 05/06/15 188155	Total		34.52
Frigidaire			
Inv. 0071057258			
04/08/15	Svc Renenwal Contract Warranty	101-8010-8011-8110-000	71.95
Ck. 05/06/15 188156	Total		71.95
Gale, Donna			
Inv. Spring 2015			
04/23/15	Instructor Dance Classes	101-8030-8032-8267-000	3,937.50
Ck. 05/06/15 188157	Total		3,937.50
Garda CL West Inc.			
Inv. 20064708			
03/31/15	Armored Car Svc Excess Svcs 3/	101-3010-3011-8020-000	247.13
Ck. 05/06/15 188158	Total		247.13
GE Capital			
Inv. 62589061			
04/12/15	Copier Lease Billing ID# 90136	101-8030-8021-8300-000	99.19
04/12/15	Copier Lease Billing ID# 90136	101-8030-8031-8300-000	99.19
04/12/15	Copier Lease Billing ID# 90136	101-8030-8032-8300-000	99.19
04/12/15	Copier Lease Billing ID# 90136	205-8030-8025-8300-000	99.19
Ck. 05/06/15 188159	Total		396.76
George L.Throop Co.			
Inv. 01-669850-00			
04/07/15	Wood for Forming	230-6010-6116-8020-000	86.98
Inv. 01-670381-00			
04/14/15	Concrete	101-9000-9287-9287-000	156.42
Inv. 01-670431-00			
04/14/15	Concrete	101-9000-9287-9287-000	762.73
Inv. 01-670539-00			
04/15/15	Wood for Forming	101-9000-9287-9287-000	43.49
04/15/15	Boards for Forming Sidewalks	101-9000-9287-9287-000	43.49
Inv. 01-670542-00			
04/15/15	Concrete	101-9000-9287-9287-000	974.60
Inv. 01-670616-00			
04/16/15	Concrete	101-9000-9287-9287-000	1,059.35
Inv. 01-670825-00			
04/20/15	Boards for Forming	101-9000-9287-9287-000	28.32
Inv. 01-670878-00			
04/20/15	Sleeve Anchors	101-9000-9287-9287-000	51.50
Inv. 01-671232-00			
04/23/15	Water Distribution Re-Stock Su	500-6010-6710-8020-000	205.17

Ck. 05/06/15 188160	Total		3,412.
Geronca, Jennifer			
Inv. R58543			
04/10/15	Refund Dropped Gymnastics Clas	101-0000-0000-5270-002	105.00
Ck. 05/06/15 188161	Total		105.00
Gilmartin, Kristin			
Inv. Spring 2015			
04/23/15	Instructor Baseball Class	101-8030-8032-8267-000	448.50
Ck. 05/06/15 188162	Total		448.50
Golden West Electric			
Inv. 2949			
04/02/15	Materials Grand Station Genera	500-6010-6711-8170-000	7,780.00
Ck. 05/06/15 188163	Total		7,780.00
Grady, Anthony Q.			
Inv. Spring 2015			
04/23/15	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	195.00
Ck. 05/06/15 188164	Total		195.00
Graffiti Control Systems			
Inv. SPAS0315			
03/31/15	Citywide Graffiti Removal 3/15	101-6010-6410-8262-000	1,372.00
Ck. 05/06/15 188165	Total		1,372.00
Great Match Consulting			
Inv. 1690003045			
03/31/15	Temp Workers w/e 3/29/15	101-9000-9287-9287-000	3,292.80
Inv. 1690003050			
04/07/15	Temp Workers w/e 4/5/15	101-9000-9287-9287-000	4,013.10
Inv. 1690003056			
04/14/15	Temp Workers w/e 4/12/15	101-9000-9287-9287-000	4,033.68
Ck. 05/06/15 188166	Total		11,339.58
Greg's Automotive Services			
Inv. 10458			
04/07/15	Yard Dodge Charger 08-Suspensi	101-6010-6410-8100-000	1,037.64
Inv. 10477			
04/14/15	Yard Unit#2 Alternator & Fuse	500-6010-6710-8100-000	392.26
Inv. 10487			
04/07/15	Yard Unit# 327 Fuel Cap Replac	230-6010-6116-8100-000	99.84
Inv. 10519			
04/13/15	Yard Unit#11 New Battery & Fue	500-6010-6710-8100-000	260.91
Inv. 10562			
04/21/15	Yard Unit# 10 Oil Change & Ma	500-6010-6711-8100-000	256.49
Inv. 10585			
04/23/15	Yard Unit# 3 Oil Change & Main	500-6010-6711-8100-000	185.12
Ck. 05/06/15 188167	Total		2,232.26
Harwood, Haley			
Inv. Spring 2015			
04/23/15	Instructor Bellydancing Class	101-8030-8032-8267-000	312.00
Ck. 05/06/15 188168	Total		312.00
Haynes Building Services LLC			
Inv. 7471			
04/06/15	Citywide Monthly Cleaning Svcs	101-6010-6601-8180-000	9,416.47

Ck. 05/06/15 188169	Total		9,416.47
HD Suppy Waterworks, Ltd.			
Inv. D295076			
01/30/15	6" Fire Hydrant Replacements	500-0000-0000-1400-000	11,926.74
Ck. 05/06/15 188170	Total		11,926.74
Hect, Megan			
Inv. 36306			
04/22/15	Refund Parking Permit	101-0000-0000-4460-000	18.00
Ck. 05/06/15 188171	Total		18.00
Higgins, Pamela			
Inv. R58928			
04/23/15	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 05/06/15 188172	Total		55.00
Hooey, Emily			
Inv. R58550			
04/10/15	Refund Dropped Drawing Class	101-0000-0000-5270-002	85.00
Ck. 05/06/15 188173	Total		85.00
Hou, Linda			
Inv. R58660			
04/14/15	Refund Dropped Zumba Class	101-0000-0000-5270-002	35.00
Ck. 05/06/15 188174	Total		35.00
ang, Judy			
Inv. R58817			
04/21/15	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 05/06/15 188175	Total		55.00
International Code Council			
Inv. 0548111			
04/09/15	FD IBC Code Book	101-5010-5011-8080-000	142.63
Ck. 05/06/15 188176	Total		142.63
International Office Machines			
Inv. 31682			
04/14/15	PD Typewriter Svcs	101-4010-4011-8110-000	125.00
Ck. 05/06/15 188177	Total		125.00
Jack's Auto Repair			
Inv. 14327			
04/16/15	PD Unit# 1198 Replace Brake Pa	101-4010-4011-8100-000	315.00
Inv. 14342			
04/16/15	PD Unit# 0431 Oil Change,Repla	101-4010-4011-8100-000	303.59
Inv. 14343			
04/15/15	PD Unit# 1201 Oil Change	101-4010-4011-8100-000	82.91
Inv. 14347			
04/21/15	PD Unit#1198ReplaceManifold &	101-4010-4011-8100-000	1,278.72
Inv. 14348			
04/21/15	PD Unit# 1201 Replace Headlamp	101-4010-4011-8100-000	104.69
Ck. 05/06/15 188178	Total		2,084.91
*QM Supply			
Inv. 12560/1			
04/14/15	WMB Irrigation Repair	101-6010-6410-8020-000	54.37
Inv. 12782/1			
04/16/15	Mission/Diamond Irrigations Sy	101-6010-6410-8020-000	257.15

Inv. 13895/1				
04/23/15	Community Garden Irrigation Sy	101-9000-9185-9185-000		102.15
Inv. 13896/1				
04/23/15	Water Dept. Stock Supplies	500-6010-6710-8020-000		43.89
Inv. 13897/1				
04/23/15	Community Garden Irrigation Sy	101-9000-9185-9185-000		30.51
Inv. 8793/1				
03/17/15	Comm. Garden Parts to Install	101-9000-9185-9185-000		780.60
Ck. 05/06/15 188179	Total			1,268.67
John L. Hunter Associates, In				
Inv. SOPASFOG0215				
04/07/15	FOG Control Svcs 2/15	210-6010-6501-8170-000		2,495.75
Inv. SOPASNP0215				
04/07/15	NPDES Consult Svcs 2/15	101-6010-2015-8170-000		2,282.00
Inv. SOPASNP0914				
10/22/14	NPDES Consult Svcs 9/14	101-6010-2015-8170-000		7,380.75
Ck. 05/06/15 188180	Total			12,158.50
Johnson Lift/Hyster				
Inv. 04262644				
03/23/15	Yard Forklift Svcs	500-6010-6710-8100-000		88.85
03/23/15	Yard Forklift Svcs	101-6010-6410-8100-000		88.85
03/23/15	Yard Forklift Svcs	230-6010-6116-8110-000		88.85
Ck. 05/06/15 188181	Total			266.55
Jones, TerryL				
Inv. Spring 2015				
04/23/15	Instructor Salsa Dancing Class	101-8030-8032-8267-000		33
Ck. 05/06/15 188182	Total			33.
Kennedy/Jenks Consultants				
Inv. 91157				
04/06/15	Const. Engineering Svcs 3/15	500-9000-9266-9266-000		3,979.16
Ck. 05/06/15 188183	Total			3,979.16
Kidz Love Soccer				
Inv. Spring 2015				
04/23/15	Instructor Soccer Classes	101-8030-8032-8267-000		1,456.00
Ck. 05/06/15 188184	Total			1,456.00
Kistner, Laura				
Inv. R58551				
04/10/15	Refund Cancelled Crafty Lab Cl	101-0000-0000-5270-002		120.00
Ck. 05/06/15 188185	Total			120.00
Koutnik, Steven				
Inv. Jan-Mar 2015				
04/20/15	Reimb. Home Delivery Mileage	101-8030-8021-8020-000		42.84
Ck. 05/06/15 188186	Total			42.84
L.A.C. Metropolitan Authority				
Inv. 800060787				
04/17/15	Sr./Disabled TAP Metro Passes	101-0000-0000-5270-004		100.00
04/17/15	Sr./Disabled TAP Metro Passes	205-0000-0000-5500-000		611.25
04/17/15	Sr./Disabled TAP Metro Passes	205-2010-2210-8250-000		611.25
Ck. 05/06/15 188187	Total			1,322

Lawn Mower Corner

Inv. 97806				
03/20/15	Citywide Weed Control		101-6010-6410-8020-000	392.40
Ck. 05/06/15 188188	Total			392.40

Lem, Nancy

Inv. 040215				
04/14/15	15 VoluntRecognProgram Design		101-8010-8011-8020-000	200.00
Ck. 05/06/15 188189	Total			200.00

Li, Xiaonan

Inv. R58820				
04/21/15	Refund Spring Break Camp Med		101-0000-0000-5270-001	125.00
Ck. 05/06/15 188190	Total			125.00

Liebert Cassidy Whitmore

Inv. 1402491				
04/16/15	Legal Svs-Personnel Matters 3/		101-2010-2013-8160-000	7,217.15
Inv. 1402492				
04/16/15	Legal Svs-Personnel Matters 3/		101-2010-2013-8160-000	2,856.40
Inv. 1402493				
04/16/15	Legal Svs-Personnel Matters 3/		101-2010-2013-8160-000	712.50
Inv. 1402494				
04/16/15	Legal Svs-Personnel Matters 3/		101-2010-2013-8160-000	807.95
Inv. 142495				
04/16/15	Legal Svs-Personnel Matters 3/		101-2010-2013-8160-000	3,230.50
Ck. 05/06/15 188191	Total			14,824.50

e-Assist Inc.

Inv. 708815				
04/15/15	FD Medical Supplies		101-5010-5011-8025-000	1,855.89
Ck. 05/06/15 188192	Total			1,855.89

Litwin, Louis

Inv. 4/13/15, 3/9/15				
04/20/15	PD Admin. Hearings 4/13 & 3/9		101-4010-4011-8180-000	225.00
Ck. 05/06/15 188193	Total			225.00

Mack, Johnny

Inv. Spring 2015				
04/24/15	Instructor Get Fit Classes		101-8030-8032-8267-000	273.00
Ck. 05/06/15 188194	Total			273.00

Martinez, Alma

Inv. Spring 2015				
04/24/15	Instructor Zumba Classes		101-8030-8032-8267-000	152.75
Ck. 05/06/15 188195	Total			152.75

Maxima Group LLC

Inv. 2131				
04/13/15	710 Project Consult Svcs 3/15		101-2010-2021-8170-000	4,382.50
Ck. 05/06/15 188196	Total			4,382.50

Mehdi, Irfan

Inv. R58815				
04/21/15	Refund Cancelled Class		101-0000-0000-5270-002	54.00
05/06/15 188197	Total			54.00

Mike Roos & Company

Inv. 5147P			
03/31/15	Strategic Planning & Consultin	101-2010-2021-8170-000	3,000.00
Ck. 05/06/15 188198	Total		3,000.00

Miller, Brian

Inv. Spring 2015			
04/23/15	Instructor Soccer Classes	101-8030-8032-8267-000	7,159.10
Ck. 05/06/15 188199	Total		7,159.10

Nat'l Recreation & Park Assn.

Inv. ID 102004			
04/21/15	NRPA Membership-Sheila Pautsch	101-8030-8031-8090-000	165.00
Ck. 05/06/15 188200	Total		165.00

Natural Gas Systems Inc.

Inv. 3642			
04/01/15	Monthly Maint. 3/15	101-6010-6601-8180-000	375.00
Ck. 05/06/15 188201	Total		375.00

Nelson Nygaard Consult. Assoc.

Inv. 63621			
04/15/15	SR 710 N.Extension DEIR/EIS 3/	101-0000-0000-2990-015	6,114.00
Ck. 05/06/15 188202	Total		6,114.00

NFPA

Inv. 6418248Y			
04/09/15	FD NFPA 921 Guide	101-5010-5011-8080-000	102.57
Ck. 05/06/15 188203	Total		102

Nguyen, Anh

Inv. R58544			
04/10/15	Refund Dropped Class	101-0000-0000-5270-002	90.00
Ck. 05/06/15 188204	Total		90.00

Ninyo & Moore

Inv. 187991			
04/22/15	Geotechnical Svcs 3/15	310-6010-6501-8170-000	7,594.50
Ck. 05/06/15 188205	Total		7,594.50

O' Reilly Automotive Inc.

Inv. 3213337759			
03/16/15	Water Div. Battery for Backhoe	500-6010-6711-8100-000	130.70
Ck. 05/06/15 188206	Total		130.70

Oliver, Barbara J.

Inv. 2014-2015			
04/21/15	Refund St.Light & Assessment P	101-0000-0000-4150-000	24.00
04/21/15	Refund St.Light & Assessment P	215-0000-0000-4100-000	78.92
Ck. 05/06/15 188207	Total		102.92

Pacific Hydrotech Corp.

Inv. #26			
12/17/14	WilsonReservoirReplacement11/2	500-9000-9265-9265-000	303,252.72
Ck. 05/06/15 188208	Total		303,252.72

Pacific Surveys

Inv. 19473			
04/08/15	Wilson Well#2 Video Survey Reh	500-6010-6711-8020-000	1,215.00

Ck. 05/06/15 188209	Total		1,215.00
Parada, Thomas			
Inv. Spring 2015			
04/24/15	Instructor Basketball Classes	101-8030-8032-8267-000	617.50
Ck. 05/06/15 188210	Total		617.50
Pasadena Embroidery & Silksere			
Inv. 6005			
03/10/15	Jacket for Staff	101-6010-6601-8132-000	8.65
03/10/15	Jacket for Staff	500-6010-6711-8132-000	8.65
03/10/15	Jacket for Staff	500-6010-6710-8132-000	8.65
03/10/15	Jacket for Staff	230-6010-6116-8132-000	8.65
03/10/15	Jacket for Staff	210-6010-6501-8132-000	8.65
03/10/15	Jacket for Staff	101-6010-6601-8132-000	8.65
03/10/15	Jacket for Staff	215-6010-6201-8132-000	8.65
03/10/15	Jacket for Staff	215-6010-6310-8132-000	8.65
Inv. 6064			
03/20/15	CityHallSign-All Pets Must Be	101-6010-6601-8020-000	223.45
Ck. 05/06/15 188211	Total		292.65
Pasadena Ice Skating Center			
Inv. Spring 2015			
04/24/15	Instructor Ice Skating Classes	101-8030-8032-8267-000	180.00
Ck. 05/06/15 188212	Total		180.00
Pasadena Lawnmower's Shop			
Inv. 9337			
04/09/15	Parks Stock Supplies	101-6010-6410-8020-000	225.86
Ck. 05/06/15 188213	Total		225.86
Payke Gymnastics			
Inv. Spring 2015			
04/24/15	Instructor Gymnastics Classes	101-8030-8032-8267-000	1,788.80
Ck. 05/06/15 188214	Total		1,788.80
Personal Court Reporters Inc.			
Inv. 48850			
04/13/15	Transcribing Svcs-SP CC Mtg 4/	101-7010-7101-8170-000	519.00
Ck. 05/06/15 188215	Total		519.00
Phoenix Group Information Syst			
Inv. 032015184			
04/15/15	PD Citation & Permit Processin	101-0000-0000-4460-000	377.20
04/15/15	PD Citation & Permit Processin	101-0000-0000-4610-000	1,909.95
Ck. 05/06/15 188216	Total		2,287.15
Pitney Bowes Global Fin. Svc L			
Inv. 7141427-AP15			
04/13/15	Postage Meter Lease 1/30-4/30/	101-8030-8031-8300-000	64.13
04/13/15	Postage Meter Lease 1/30-4/30/	101-8030-8032-8300-000	64.13
04/13/15	Postage Meter Lease 1/30-4/30/	205-8030-8025-8300-000	64.13
04/13/15	Postage Meter Lease 1/30-4/30/	101-8030-8021-8300-000	64.14
Inv. 8346314-AP15			
04/13/15	Postage Meter Lease 3/30-6/30/	500-3010-3012-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-2010-2021-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-5010-5011-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-6010-6011-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-1010-1011-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-1020-1021-8010-000	48.90

04/13/15	Postage Meter Lease 3/30-6/30/	101-2010-2011-8010-000	48.
04/13/15	Postage Meter Lease 3/30-6/30/	101-2010-2013-8010-000	48.90
04/13/15	Postage Meter Lease 3/30-6/30/	101-3010-3011-8010-000	195.65
04/13/15	Postage Meter Lease 3/30-6/30/	101-4010-4011-8010-000	195.65
04/13/15	Postage Meter Lease 3/30-6/30/	101-7010-7101-8010-000	195.65
Ck. 05/06/15 188217	Total		1,234.68

Pitney Bowes-Reserve Account

Inv. 34133033			
04/22/15	Reimb. Postage Meter	101-1010-1011-8010-000	1.92
04/22/15	Reimb. Postage Meter	101-2010-2011-8010-000	1.92
04/22/15	Reimb. Postage Meter	101-5010-5011-8010-000	5.97
04/22/15	Reimb. Postage Meter	101-1020-1021-8010-000	13.25
04/22/15	Reimb. Postage Meter	101-6010-6011-8010-000	13.28
04/22/15	Reimb. Postage Meter	500-3010-3012-8010-000	14.57
04/22/15	Reimb. Postage Meter	101-2010-2021-8010-000	71.04
04/22/15	Reimb. Postage Meter	101-4010-4011-8010-000	197.51
04/22/15	Reimb. Postage Meter	101-3010-3011-8010-000	298.88
04/22/15	Reimb. Postage Meter	101-7010-7101-8010-000	493.72
Ck. 05/06/15 188218	Total		1,112.06

Plumbers Depot Inc.

Inv. PD-27771			
04/21/15	Sewer Trailer Repairs	210-6010-6501-8100-000	4,512.84
Ck. 05/06/15 188219	Total		4,512.84

Poommipanit, Neda

Inv. R369248			
04/28/15	Refund HDP Plan Fees	101-0000-0000-5200-002	1,620
Ck. 05/06/15 188220	Total		1,620.

Post Alarm Systems

Inv. 769965			
04/06/15	Camp Med Monitoring Svcs 5/15	101-8030-8032-8180-000	42.95
Ck. 05/06/15 188221	Total		42.95

Pumping Solutions

Inv. 230196			
03/03/15	Garfield Rsvr Emerg. Parts Rep	500-6010-6711-8020-000	762.22
Ck. 05/06/15 188222	Total		762.22

PYRO Spectaculars by Souza

Inv. 7/4/15			
04/16/15	4th/FestivalBalloons Fireworks	101-8030-8031-8264-000	10,000.00
Ck. 05/06/15 188223	Total		10,000.00

Quinn Company

Inv. WO810169580			
04/13/15	St.Div. Backhoe Overhaul Clean	230-6010-6116-8100-000	5,873.63
Ck. 05/06/15 188224	Total		5,873.63

RCB Protective Coatings Inc.

Inv. 14381			
04/24/15	Yard Unit#612 Truck Bed Coatin	101-6010-6601-8100-000	486.85
Ck. 05/06/15 188225	Total		486.85

Red Wing Shoe Store

Inv. 150000002823			
04/02/15	Safety Boots - Jerry Gomez	210-6010-6501-8134-000	212.53

ck. 05/06/15 188226	Total		212.53
Reyes, Angelica			
Inv. 38339			
04/22/15	Refund Permit	101-0000-0000-4460-000	100.00
Ck. 05/06/15 188227	Total		100.00
Richards, Watson & Gershon			
Inv. 201197			
04/17/15	Legal Svcs Nansen Claim 3/15	101-2010-2501-8160-000	61.41
Ck. 05/06/15 188228	Total		61.41
Roadline Products Inc. USA			
Inv. 11476			
04/08/15	Fast Dry Red Paint & Spray Gun	230-6010-6116-8020-000	6,692.60
Ck. 05/06/15 188229	Total		6,692.60
Rossmann and Moore, LLP			
Inv. 3/15			
04/28/15	Legal Svcs 710 Fwy Extension 3	101-2010-2021-8160-000	5,958.49
Ck. 05/06/15 188230	Total		5,958.49
S.G.V. Medical Center			
Inv. 750501			
04/05/15	Blood Alcohol w/Drawal-Alberto	101-4010-4011-8170-000	48.00
Ck. 05/06/15 188231	Total		48.00
T.V. Newspaper Group			
Inv. 5007857			
04/16/15	Legal Ads-1008-1010 Mission St	101-7010-7101-8040-000	415.72
Ck. 05/06/15 188232	Total		415.72
S.P.Review			
Inv. 3380			
04/02/15	FD Open Bid Bldg Improvement A	101-9000-9316-9316-000	176.00
Inv. 3381			
04/02/15	Library Carpet Replacement Ads	101-9000-9316-9316-000	192.00
Inv. 3396			
03/25/15	Recreation Annual Subscription	101-8030-8032-8040-000	60.00
Inv. 3478			
04/09/15	Eddie Park House Electrical A	101-6010-6601-8020-000	192.00
Inv. 3492			
04/16/15	Public Notice-1672 Via Del Rey	101-7010-7101-8040-000	56.00
Inv. 3493			
04/16/15	Public Notice-614-616 Fairview	101-7010-7101-8040-000	68.00
Inv. 3494			
04/16/15	Public Notice-1019 Mission Ads	101-7010-7101-8040-000	60.00
Ck. 05/06/15 188233	Total		804.00
San Marino Security System			
Inv. 00090274			
02/24/15	Wilson Rsvr Fire Alarm Monitor	500-6010-6711-8020-000	69.00
Inv. 00090668			
04/02/15	Billicke/Raymond Monitoring Ap	500-6010-6711-8020-000	228.00
Inv. 00090721			
04/02/15	Garfield Youth House Monitorin	101-8030-8031-8180-000	294.00
05/06/15 188234	Total		591.00

San Pascual Stables

Inv. Spring 2015			
04/24/15	Instructor Horsemanship Classe	101-8030-8032-8267-000	2,268.00
Ck. 05/06/15 188235	Total		2,268.00

Sanchez, Michael

Inv. 4/15/15			
04/16/15	Reimb. PD Training Expense	101-4010-4011-8200-000	20.65
Ck. 05/06/15 188236	Total		20.65

SC Fuels

Inv. 0303658			
04/23/15	Fuel for City Vehicles	101-6010-6011-8100-000	173.31
04/23/15	Fuel for City Vehicles	101-7010-7101-8100-000	173.31
04/23/15	Fuel for City Vehicles	101-2010-2011-8100-000	173.31
04/23/15	Fuel for City Vehicles	101-5010-5011-8100-000	693.23
04/23/15	Fuel for City Vehicles	101-4010-4011-8105-000	7,452.21
Ck. 05/06/15 188237	Total		8,665.37

Scherck, Christa

Inv. R58723			
04/16/15	Refund After School Camp Med	101-0000-0000-5270-001	286.00
Ck. 05/06/15 188238	Total		286.00

Secretary of State

Inv. C21113			
04/15/15	Late Filing 10/2011-12/2011 Fo	101-2010-2021-8170-000	340.00
Ck. 05/06/15 188239	Total		340.00

Serwin, Dean

Inv. R58658			
04/14/15	Refund WMB Deposit 4/11/15	101-0000-0000-2920-000	500.00
Ck. 05/06/15 188240	Total		500.00

Session, JR

Inv. R58547			
04/10/15	Refund Sum Camp Med	101-0000-0000-5270-001	112.00
Ck. 05/06/15 188241	Total		112.00

Shute, Mihaly & Weinberger LLP

Inv. 245238			
04/16/15	Legal Svcs -SR710 N.ExtensionDE	101-0000-0000-2990-015	15,902.78
Ck. 05/06/15 188242	Total		15,902.78

Standard & Poor's

Inv. 30591462			
04/01/15	Subscription Renewal 6/25/15-6	101-8010-8011-8030-000	1,722.11
Ck. 05/06/15 188243	Total		1,722.11

Staples Business Advantage

Inv. 3260514055			
03/20/15	CMO, CCO & PW Office Supplies	101-1020-1021-8020-000	64.49
03/20/15	CMO, CCO & PW Office Supplies	101-6010-6011-8020-000	64.49
03/20/15	CMO, CCO & PW Office Supplies	101-2010-2011-8000-000	119.10
Inv. 3260935406			
03/25/15	Yard Office Supplies	101-6010-6601-8020-000	24.84
03/25/15	Yard Office Supplies	500-6010-6710-8020-000	24.84
03/25/15	Yard Office Supplies	500-6010-6710-8020-000	24.84
03/25/15	Yard Office Supplies	101-6010-6410-8020-000	24.85
03/25/15	Yard Office Supplies	210-6010-6501-8020-000	24.85

03/25/15	Yard Office Supplies	230-6010-6116-8020-000	24.85
Inv. 3260935407			
03/25/15	Yard Office Supplies	210-6010-6501-8020-000	60.93
03/25/15	Yard Office Supplies	230-6010-6116-8020-000	60.93
Inv. 3261001340			
03/26/15	PD Office Supplies	101-4010-4011-8000-000	167.51
Inv. 3261588709			
03/31/15	PD Office Supplies	101-4010-4011-8000-000	242.45
Inv. 3261588720			
03/31/15	Yard Office Supplies	500-6010-6710-8020-000	15.92
03/31/15	Yard Office Supplies	500-6010-6710-8020-000	15.92
03/31/15	Yard Office Supplies	210-6010-6501-8020-000	15.92
03/31/15	Yard Office Supplies	230-6010-6116-8020-000	15.92
03/31/15	Yard Office Supplies	101-6010-6011-8020-000	15.92
03/31/15	Yard Office Supplies	101-6010-6410-8020-000	91.02
Inv. 3261804507			
04/02/15	Yard Office Supplies	500-6010-6710-8020-000	24.08
04/02/15	Yard Office Supplies	500-6010-6711-8020-000	24.08
04/02/15	Yard Office Supplies	101-6010-6410-8020-000	24.08
04/02/15	Yard Office Supplies	210-6010-6501-8020-000	24.08
04/02/15	Yard Office Supplies	230-6010-6116-8020-000	24.08
04/02/15	Yard Office Supplies	101-6010-6601-8020-000	24.10
Inv. 3262182812			
04/04/15	FD Office Supplies	101-5010-5011-8020-000	401.37
Inv. 3262182825			
04/04/15	Comm. Svcs Office Supplies	101-8030-8021-8000-000	15.66
04/04/15	Comm. Svcs Office Supplies	205-8030-8025-8000-000	61.48
04/04/15	Comm. Svcs Office Supplies	101-8030-8021-8020-000	155.22
Inv. 3262707201			
04/09/15	FD Office Supplies	101-5010-5011-8020-000	69.51
Ck. 05/06/15 188244	Total		1,947.35
Stover Seed Company			
Inv. 0847274			
12/24/14	Orange Grove Park Re-Seeding	101-6010-6410-8020-000	2,561.50
Inv. 0847873			
02/06/15	Arroyo Park Re-Seeding	101-6010-6410-8020-000	1,280.76
Ck. 05/06/15 188245	Total		3,842.26
SupplyWorks			
Inv. 2904641-00			
04/14/15	Yard Hand Sanitizers & Dispens	101-6010-6601-8020-000	257.03
Inv. 2906293-00			
04/22/15	Sr.Center Paper Towels & Foam	101-8030-8021-8120-000	602.17
Ck. 05/06/15 188246	Total		859.20
Swords Fencing Studio			
Inv. Spring 2015			
04/24/15	Instructor Fencing Classes	101-8030-8032-8267-000	350.40
Ck. 05/06/15 188247	Total		350.40
Tahmizian, Marina			
Inv. Spring 2015			
04/24/15	Instructor Piano Classes	101-8030-8032-8267-000	1,034.80
Ck. 05/06/15 188248	Total		1,034.80
manaha, Liz			
Inv. R58663			
04/15/15	Refund Hawaiian Dance Class	101-0000-0000-5270-002	155.00
Ck. 05/06/15 188249	Total		155.00

Transtech Engineers Inc.

Inv. 15041201			
04/01/15	Bldg & Safety Svcs 3/15	101-7010-7101-8180-000	34,352.61
Ck. 05/06/15 188250	Total		34,352.61

TruGreen Landcare-West

Inv. 7916252			
03/31/15	Monthly Landscape Svcs 3/15	215-6010-6416-8180-000	5,012.36
03/31/15	Monthly Landscape Svcs 3/15	101-6010-6410-8180-000	12,061.64
Ck. 05/06/15 188251	Total		17,074.00

UCLA Center for Prehospital Ca

Inv. 1194			
04/01/15	FD Paramedic Training	101-5010-5011-8170-000	1,878.95
Ck. 05/06/15 188252	Total		1,878.95

Underground Service Alert

Inv. 320150681			
04/01/15	Underground Svcs Alerts 3/15	500-6010-6710-8020-000	123.00
Ck. 05/06/15 188253	Total		123.00

United Site Services, Inc.

Inv. 114-2823759			
03/31/15	Portable Toilet SvcSkatePark3/	101-8030-8032-8180-000	263.27
Ck. 05/06/15 188254	Total		263.27

Valenzuela, Cetaree

Inv. R58819			
04/21/15	Refund Dropped Soccer Class	101-0000-0000-5270-002	124
Ck. 05/06/15 188255	Total		124.00

Valley Construction Mgmt

Inv. SD0415-6			
04/06/15	Construct, Mgmt & Inspect Svcs	310-6010-6501-8170-000	37,092.50
Ck. 05/06/15 188256	Total		37,092.50

Verizon Wireless

Inv. 9742978500			
03/26/15	PD Air Cards 2/27-3/26/15	101-4010-4011-8150-000	760.36
Ck. 05/06/15 188257	Total		760.36

VR Auto Repair

Inv. 184771			
04/10/15	PD Unit# 0432 Change One Tire	101-4010-4011-8100-000	25.00
Inv. 320395			
04/13/15	Transit Van#75 Oil Change	205-8030-8025-8100-000	42.00
Ck. 05/06/15 188258	Total		67.00

Vroman's Bookstore

Inv. 237713			
03/10/15	Books	101-8010-8011-8080-000	121.91
Ck. 05/06/15 188259	Total		121.91

Vulcan Materials Co. & Affilia

Inv. 70739941			
04/13/15	Crushed Aggregate Base	230-6010-6116-8020-000	174.66
04/13/15	Crushed Aggregate Base	500-6010-6710-8020-000	174
Inv. 84225			
03/31/15	Finance Charges	500-6010-6710-8020-000	15.08
03/31/15	Finance Charges	230-6010-6116-8020-000	15.09

Ck. 05/06/15 188260	Total		379.50
Wallace, Marianne			
Inv. 3/25/15			
03/25/15	Books	101-8010-8011-8080-000	28.68
Ck. 05/06/15 188261	Total		28.68
West Coast Arborists, Inc.			
Inv. 104942			
04/15/15	TreeStumpRemoval,PalmPruning 4	101-9000-9181-9181-000	7,280.00
04/15/15	TreeStumpRemoval,PalmPruning 4	215-6010-6310-8180-000	20,165.00
Ck. 05/06/15 188262	Total		27,445.00
Western Graphix			
Inv. 45130			
04/07/15	PD ID Cards	101-4010-4011-8020-000	113.82
Ck. 05/06/15 188263	Total		113.82
Weston Woods Studios			
Inv. 10870924			
04/07/15	DVD's	101-8010-8011-8080-000	261.40
Ck. 05/06/15 188264	Total		261.40
Wise, Randy			
Inv. 4/22-23/15			
04/27/15	Reimb. PD Training Expense	101-4010-4011-8200-000	16.00
Ck. 05/06/15 188265	Total		16.00
Wittman Enterprises LLC			
Inv. 1503059			
04/21/15	Paramedic Payment 3/15	101-0000-0000-5290-001	4,931.41
Ck. 05/06/15 188266	Total		4,931.41
Y Tire Sales			
Inv. 116413			
04/08/15	Backhoe Tires	101-6010-6410-8100-000	289.21
Inv. 116454			
04/10/15	PD Unit Vehicle Tires	101-4010-4011-8100-000	786.24
Ck. 05/06/15 188267	Total		1,075.45
Young at Heart Senior Theater			
Inv. 5/8/15			
04/20/15	Mother's Day Lunch Entertainme	101-8030-8021-8020-000	250.00
Ck. 05/06/15 188268	Total		250.00
Total			1,211,399.79

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ATTACHMENT 4
Payroll 04-24-15

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 04.24.15

Account Number	Account Name	05.06.15
101-0000-0000-1010-000	General Fund - Payroll cash	605,576.96
	Other Withholding Payables	\$ 367,749.70
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	237,827.26
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	4,279.15
207-0000-0000-1010-000	Prop C - Payroll Cash	10,875.18
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	13,362.25
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Aseessment - PR C	11,514.81
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	9,212.91
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	19,027.04
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	263.06
500-0000-0000-1010-000	Water Fund - Payroll Cash	61,263.85
700-0000-0000-2210-000	Internal Revenue Service	61,065.11
700-0000-0000-2230-000	internal Revenue Service	16,145.84
Total Checks & Direct Deposits		444,836.46
Checks		22,158.65
Direct Deposits		345,466.86
I.R.S Payments		77,210.95
		<hr/>
		444,836.46
To 700		713,216.56
Other PR Payable		367,749.70
ACH Payable		345,466.86
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 05.06.15

<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 04/19/15	ACH	227.0000.0000.1010.000	Payroll PE 04.19.15	\$ 9,212.91
Pers Health Insurance	P/R/E 04/19/15	188054	227.7200.7210.7131.000	Health Ins. May-15	\$ 331.61

RSA Report Total \$ 9,544.52

Robert S. Joe, Agency Chair

Evelyn G. Zneimer, Agency Secretary


David Batt, Agency Treasurer

City of South Pasadena Agenda Report

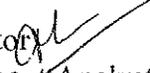
Robert S. Joe, Mayor
Diana Mahmud, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Marina Khubesrian, M.D., Councilmember
Richard D. Schneider, M.D., Councilmember

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

COUNCIL AGENDA: May 6, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, Public Works Director 
Debby Figoni, Senior Management Analyst

SUBJECT: **Public Hearing Regarding Amending South Pasadena Municipal Code Chapter 23.14, Stormwater and Urban Runoff Pollution Control to Expand the Applicability of the Existing Pollutant Source Reduction Requirements by Imposing Rainwater Low Impact Development (LID) Strategies**

Recommendation

It is recommended that the City Council open the public hearing and provide input on the draft ordinance (attached) regarding South Pasadena Municipal Code (SPMC) Chapter 23.14 - Stormwater and Urban Runoff Pollution Control, Article II. Discharge Prohibitions and Requirements, Control of Pollutants from New Developments or Redevelopment Projects, to expand the applicability of the existing pollutant source reduction requirements by imposing rainwater low impact development (LID) strategies on projects that require building, grading and encroachment permits. It is also recommended that the City Council continue the hearing to the next regular meeting and direct staff to bring the ordinance for first reading at that time.

Fiscal Impact

There is no fiscal impact related to the adoption of this ordinance. However, future development projects may be impacted by costs due to the construction of stormwater treatment systems.

Commission Review and Recommendation

This matter was reviewed by the Natural Resources and Environmental Commission (NREC). The NREC recommends that the City Council adopt an ordinance amending Stormwater and Urban Runoff Pollution Control to Expand the Applicability of the Existing Pollutant Source Reduction Requirements by Imposing Rainwater LID in Chapter 23 of the SPMC.

Background

Stormwater and dry-weather urban runoff from cities are subject to Waste Discharge Requirements issued by the California Regional Water Quality Control Board. These requirements include numerical effluent limits for pollutants that have been established by Total Maximum Daily Loads (TMDLs) and the Regional Board's Basin Plan. The Municipal Separate

Ordinance Amending SPMC Chapter 23.14, Stormwater and Urban Runoff Pollution Control, by Imposing Rainwater LID Strategies
May 6, 2015
Page 2 of 4

Storm Sewer System (MS4) permit that was approved by the Los Angeles Regional Quality Control Board on November 8, 2012. However, the Board necessitates changes to SPMC Chapter 23.14.

LID is a strategy for improving the quality of runoff by requiring that development projects direct runoff to treatment systems consisting of vegetation and soil. Presently, the City requires LID for projects that are required to incorporate stormwater mitigation measures. The new Los Angeles County Municipal Separate Storm Sewer System (MS4) permit increases the number and type of projects that will fall under these types of projects. For example, under the old permit, industrial and commercial project disturbing one acre or more of soil were required to install stormwater runoff treatment systems. The MS4 permit lowers this threshold to 10,000 square feet.

Analysis

Under the new MS4 permit, many small scale projects would still be discharging runoff without treatment. With the establishment and enforceability of TMDLs for metals, bacteria, nutrients and other numerical effluent discharge targets, the number of these treatment systems needs to be increased. These treatment systems, depending upon design, can reduce pollutant levels by as much as 50 to 90 percent from their associated draining area. The installation of these treatment systems can be low-cost and generally low-maintenance, often being incorporated into the parcels' landscape theme.

The amendments to SPMC 23.14 will accomplish two primary goals. First, the new MS4 permit contains extensive changes to the new Development Planning and Post-Construction Treatment Systems. These changes are being incorporated into SPMC Chapter 23.14. These changes are highly technical and primarily relate to determining if proposed infiltration and bio-treatments system will provide adequate pollutant removal. These changes only apply to high-priority new development projects such as new industrial and commercial projects disturbing more than 10,000 square feet of soil or new restaurants and new parking lots disturbing more than 5,000 square feet of soil. Although the threshold for these projects has in some cases been lowered, the review process for high priority projects that was in effect under the old permit is not anticipated to change significantly.

The previous MS4 permit was adopted in 2001 and many of the requirements that were incorporated into the Municipal Code at that time are no longer applicable. For example, under the old MS4 Permit (and currently in the Municipal Code) construction projects over five acres are required to prepare a Local Stormwater Pollution Prevention Plan (LSWPPP) and submit to the City for review and approval. The five acre threshold was lowered to one acre by the State in 2003. Subsequently, the LSWPPP requirement was completely eliminated in the new MS4 Permit. The proposed amendment eliminates reference to the LSWPPP and updates and restructures many other aspects of the SPMC to bring it into line with the Development Planning section of the new MS4 Permit.

Secondly, the new MS4 Permit is establishing numerical effluent limits at municipal outfalls and

receiving waters that will become enforceable at varying times in the future. Consulting watershed modelers (specializing in predicting pollutant discharge levels) have indicated these numerical effluent limits will not be achievable without extensive LID. The additions to SPMC Chapter 23.14 establishes requirements and standards for the installation of small scale treatment systems on individual parcels as these parcels submit plans and obtain permits for 500 square feet or more of new or remodeled impervious surfaces.

An increased number of development projects will now be required to submit plans and obtain approval prior to permit issuance.

The goals of LID include: (1) reducing the amounts of pollutants in stormwater and urban runoff, (2) development of specifications for low cost treatment systems that are easy for the property owner to install, and (3) encouraging property owners to select treatment systems that are easy to maintain and thus minimizing the need for City enforcement. Specific elements include:

- Projects under 500 square feet will be exempted from this program.
- Residential development for one to four units will be able to put City specifications on plans and provide simple calculations showing the treatment surface area is four-percent of the new impervious area.
- Residential development involving five or more dwelling units and those for commercial or industrial development are more likely to have professional engineers and architects involved in the project and will be subject to slightly more complex documentation showing that the treatment system can accommodate runoff for the first ¼ inch of rainfall.
- Where redevelopment involves more than 50 percent of the site, runoff from the entire site would have to be treated.
- Readily approvable treatment systems such as:
 - Flow-through planters
 - Vegetative (concave) swales with underdrains
 - Rain Gardens (concave rock and plant areas)
 - Hollywood or other pervious style driveways
 - Bottomless trench drains across driveways
- Other permitted treatment systems to be approved by the City.
- Projects subject to New Development and Redevelopment provisions of the MS4 permit (large projects) will be separately evaluated in accordance with the LID criteria of the MS4 permit.

Enforcement to ensure the ongoing effectiveness of these treatment systems can be:

Ordinance Amending SPMC Chapter 23.14, Stormwater and Urban Runoff Pollution Control, by Imposing Rainwater LID Strategies

May 6, 2015

Page 4 of 4

1. No enforcement, and rely on the “honor” system for property owners to maintain these systems, recognizing a portion of property owners will not actively maintain the systems, or would even alter or remove some of the systems, or
2. A limited enforcement program that could require:
 - a. Small signs or markers at the time of installation stating, “This landscape feature is part of a stormwater treatment system and alterations are not permitted without prior City authorization,” or
 - b. Letters sent out annually reminding owners to properly maintain these systems, or
3. Inspections made by City representatives annually or every two years at the five unit or more residential facilities and industrial/commercial sites. (Inspections at the one to four unit residential sites are regarded as problematic due to property rights issues and are not likely to be cost effective).

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: Draft ordinance amending SPMC Chapter 23

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 23 STORMWATER AND URBAN RUNOFF POLLUTION CONTROL, ARTICLE I. TITLE, PURPOSE AND GENERAL PROVISIONS TO EXPAND THE APPLICABILITY OF THE EXISTING REQUIREMENTS BY IMPOSING LOW IMPACT DEVELOPMENT (LID) STRATEGIES ON PROJECTS THAT REQUIRE BUILDING PERMITS.

Findings.

- (A) The City of South Pasadena is authorized by Article XI, §5 and §7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity.
- (B) The City of South Pasadena has authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity which might degrade the quality of waters of the State.
- (C) The city is a permittee under the “Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4,” issued by the California Regional Water Quality Control Board--Los Angeles Region,” (Order No. R4-2012-0175) which also serves as an NPDES Permit under the Federal Clean Water Act (NPDES No. CAS004001), as well as Waste Discharge Requirements under California law (the “Municipal NPDES permit”). In order to participate in a Watershed Management Program and/or Enhanced Watershed Management Program, the Municipal NPDES permit requires permittees to develop and implement a LID Ordinance.
- (D) The City of South Pasadena has applied an integrated approach to incorporate wastewater, stormwater and runoff, and recycled water management into a single strategy through its Integrated Resources Water Plan.
- (E) The City of South Pasadena is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental, social, and economic considerations.
- (F) Urbanization has led to increased impervious surface areas resulting in increased water runoff and less percolation to groundwater aquifers causing the transport of pollutants to downstream receiving waters.
- (G) The City of South Pasadena needs to take a new approach to managing rainwater and urban runoff while mitigating the negative impacts of development and urbanization.

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- (H) LID is widely recognized as a sensible approach to managing the quantity and quality of stormwater runoff by setting standards and practices to maintain or restore the natural hydrologic character of a development site, reduce off-site runoff, improve water quality, and provide groundwater recharge.
- (I) It is the intent of the City of South Pasadena to expand the applicability of the existing Standard Urban Stormwater Mitigation Plan (SUSMP) requirements by providing stormwater and rainwater LID strategies for Development and Redevelopment projects as defined under “Applicability.”

Municipal Code 23.4 (Definitions) of the City of South Pasadena Municipal Code is amended in its entirety to read as follows:

Definitions.

(In the case of a conflict definitive definition contained in Los Angeles County MS4 Permit shall govern)

Except as specifically provided herein, any term used in this Chapter shall be defined as that term in the current Municipal NPDES permit, or if it is not specifically defined in either the Municipal NPDES permit, then as such term is defined in the Federal Clean Water Act, as amended, and/or the regulations promulgated thereunder. If the definition of any term contained in this chapter conflicts with the definition of the same term in the current Municipal NPDES permit, then the definition contained in the Municipal NPDES permit shall govern. The following words and phrases shall have the following meanings when used in this chapter:

Automotive Service Facility means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5541, 5511, provided that these facilities have no outside activities or materials that may be exposed to stormwater (Source: Order No. R4-2012-0175).

Basin Plan means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments (Source: Order No. R4-2012-0175).

Best Management Practice (BMP) means practices or physical devices or systems designed to prevent or reduce pollutant loading from stormwater or non-stormwater discharges to receiving waters, or designed to reduce the volume of stormwater or non-stormwater discharged to the receiving water (Source: Order No. R4-2012-0175).

Biofiltration means a LID BMP that reduces stormwater pollutant discharges by intercepting rainfall on vegetative canopy, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term “biofiltration” as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board’s Executive

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Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales (Modified from: Order No. R4-2012-0175).

Bioretention means a LID BMP that reduces stormwater runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in the Municipal NPDES permit, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the Municipal NPDES permit as biofiltration (Modified from: Order No. R4-2012-0175).

Bioswale means a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect stormwater runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes (Source: Order No. R4-2012-0175).

City means the City of South Pasadena.

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless the discharge is in accordance with an NPDES permit.

Commercial Malls means any development on private land comprised of one or more buildings forming a complex of stores which sells various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers (Source: Order No. R4-2012-0175).

Construction Activity means any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See “Routine Maintenance” definition for further explanation. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage by the State of California General Permit for Storm Water Discharges Associated with Industrial Activities or for Stormwater Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan (Source: Order No. R4-2012-0175).

Control means to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities (Source: Order No. R4-2012-0175).

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Development means construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multi-unit or planned unit development); industrial, commercial, retail, and other non-residential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety (Source: Order No. R4-2012-0175).

Directly Adjacent means situated within 200 feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area (Source: Order No. R4-2012-0175).

Discharge means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid, or solid substance.

Disturbed Area means an area that is altered as a result of clearing, grading, and/or excavation (Source: Order No. R4-2012-0175).

Flow-through BMPs means modular, vault type “high flow biotreatment” devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain (Modified from: Order No. R4-2012-0175).

General Construction Activities Storm Water Permit (GCASP) means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from construction activities under certain conditions.

General Industrial Activities Storm Water Permit (GIASP) means the general NPDES permit adopted by the State Board which authorizes the discharge of stormwater from certain industrial activities under certain conditions.

Green Roof means a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain (Source: Order No. R4-2012-0175).

Hazardous Material(s) means any material(s) defined as hazardous by Division 20, Chapter 6.95 of the California Health and Safety Code.

Hillside means a property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater and where grading contemplates cut or fill slopes (Source: Order No. R4-2012-0175).

Impervious Surface means any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater

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quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

Industrial Park means land development that is set aside for industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry (Source: Order No. R4-2012-0175).

Infiltration BMP means a LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soils or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement (Source: Order No. R4-2012-0175).

LID means Low Impact Development. LID consists of building and landscape features designed to retain or filter stormwater runoff (Source: Order No. R4-2012-0175).

MS4 means Municipal Separate Storm Sewer System (MS4). The MS4 is a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;
- (ii) Designed or used for collecting or conveying stormwater;
- (iii) Which is not a combined sewer; and
- (iv) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR §122.2. (40 CFR § 122.26(b)(8)) (Source: Order No. R4-2012-0175)

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA §307, 402, 318, and 405. The term includes an “approved program” (Source: Order No. R4-2012-0175).

Natural Drainage System means a drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system (Source: Order No. R4-2012-0175).

New Development means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision (Source: Order No. R4-2012-0175).

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Non-Stormwater Discharge means any discharge to a municipal storm drain system that is not composed entirely of stormwater (Source: Order No. R4-2012-0175).

Parking Lot means land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use, with a lot size of 5,000 square feet or more of surface area, or with 25 or more parking spaces (Source: Order No. R4-2012-0175).

Person means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, state, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine and the singular shall include the plural where indicated by the context.

Stormwater Mitigation Required Projects means those projects that are required to incorporate appropriate storm water mitigation measures into the design plan for their respective project. Stormwater Mitigation Required Projects are listed under paragraph C of Section {X} (Applicability). (Modified from: Order No. R4-2012-0175).

Pollutant means any "pollutant" defined in Section 502(6) of the Federal Clean Water Act or incorporated into the California Water Code Sec. 13373. Pollutants may include, but are not limited to the following:

- (1) Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge).
- (2) Metals (such as cadmium, lead, zinc, copper, silver, nickel, chromium, and non- metals such as phosphorus and arsenic).
- (3) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants, and grease).
- (4) Excessive eroded soil, sediment, and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora, or fauna of the State.
- (5) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities).
- (6) Substances having characteristics such as pH less than 6 or greater than 9, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

Project means all development, redevelopment, and land disturbing activities. The term is not limited to "Project" as defined under CEQA (Pub. Resources Code §21065) (Source: Order No. R4-2012-0175).

Rainfall Harvest and Use means a LID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for

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temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department (Source: Order No. R4-2012-0175).

Receiving Water means “water of the United States” into which waste and/or pollutants are or may be discharged (Source: Order No. R4-2012-0175).

Redevelopment means land-disturbing activity that results in the creation, addition, or replacement of 5,000 square feet or more of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of routine maintenance activity; and land disturbing activity related to structural or impervious surfaces. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety (Source: Order No. R4-2012-0175).

Regional Board means the California Regional Water Quality Control Board, Los Angeles Region.

Restaurant means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812) (Source: Order No. R4-2012-0175).

Retail Gasoline Outlet means any facility engaged in selling gasoline and lubricating oils (Source: Order No. R4-2012-0175).

Routine Maintenance

Routine maintenance projects include, but are not limited to projects conducted to:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Includes road shoulder work, regrading dirt or gravel roadways and shoulders and performing ditch cleanouts.
4. Update existing lines* and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks

Routine maintenance does not include construction of new** lines or facilities resulting from compliance with applicable codes, standards and regulations.

* Update existing lines includes replacing existing lines with new materials or pipes.

** New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines (Source: Order No. R4-2012-0175).

Significant Ecological Areas (SEAs) means an area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting

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biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

1. The habitat of rare, endangered, and threatened plant and animal species.
2. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis.
3. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County.
4. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County.
5. Biotic resources that are of scientific interest because they are either an extreme in physical/geographical limitations, or represent an unusual variation in a population or community.
6. Areas important as game species habitat or as fisheries.
7. Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County.
8. Special areas (Source: Order No. R4-2012-0175).

Single Family Hillside Home means any single family dwelling development where any portion of the disturbed area includes either or both an existing earth (native or otherwise) surface or a man-made surface (whether impervious or not) with an existing slope equal to or greater than twenty-five percent (25%) when calculated in accordance with the methods prescribed by the current Zoning Code.

Site means land or water area where any “facility or activity” is physically located or conducted, including adjacent land used in connection with the facility or activity (Source: Order No. R4-2012-0175).

Storm Drain System means any facilities or any part of those facilities, including streets, gutters, conduits, natural or artificial drains, channels, and watercourses that are used for the purpose of collecting, storing, transporting or disposing of stormwater and are located within the City of South Pasadena.

Storm Water or Stormwater means water that originates from atmospheric moisture (rain or snow) and that falls onto land, water, or other surfaces. Without any change in its meaning, this term may be spelled or written as one word or two separate words.

Stormwater Runoff means that part of precipitation (rainfall or snowmelt) which travels across a surface to the storm drain system or receiving waters.

SUSMP means the Los Angeles Countywide Standard Urban Stormwater Mitigation Plan. The SUSMP was required as part of the previous Municipal NPDES Permit (Order No. 01-182, NPDES No. CAS004001) and required plans that designate best management practices (BMPs) that must be used in specified categories of development projects.

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Surface Area includes all surfaces, whether impervious or otherwise, at or above grade level. Surface Area specifically includes the surfaces within a structure's footprint, and specifically includes roofs, canopies, awnings, and all other similar coverings that may or may not be elevated above grade level.

Urban Runoff means surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial, or industrial activities involving the use of potable and non-potable water.

Municipal Code Section 23 is amended to read as follows:

SEC. III. Stormwater Pollution Control Measures for Development Planning and Planning and Construction Activities

- (A) **Objective.** The provisions of this section contain requirements for construction activities and facility operations of Development and Redevelopment projects to comply with the current "Municipal NPDES permit," lessen the water quality impacts of development by using smart growth practices, and integrate LID design principles to mimic predevelopment hydrology through infiltration, evapotranspiration and rainfall harvest and use. LID shall be inclusive of SUSMP requirements.
- (B) **Scope.** This Section contains requirements for stormwater pollution control measures in Development and Redevelopment projects and authorizes the City of South Pasadena to further define and adopt stormwater pollution control measures, develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies, grant waivers from the requirements of the Standard Urban Stormwater Mitigation Plan, and collect funds for projects that are granted waivers. Except as otherwise provided herein, the City of South Pasadena shall administer, implement and enforce the provisions of this Section.
- (C) **Applicability.** The following Development and Redevelopment projects, termed "Stormwater Mitigation Required Projects," shall comply with the requirements of Article III:
- (1) All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
 - (2) Industrial parks 10,000 square feet or more of surface area.
 - (3) Commercial malls 10,000 square feet or more of surface area.
 - (4) Retail gasoline outlets with 5,000 square feet or more of surface area.
 - (5) Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.

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- (6) Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
- (7) Streets and roads construction of 10,000 square feet or more of impervious surface area.
- (8) Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) 5,000 square feet or more of surface area.
- (9) Projects located in or directly adjacent to, or discharging directly to an Environmentally Sensitive Area (ESA), where the development will:
 - a. Discharge stormwater runoff that is likely to impact a sensitive biological species or habitat; and
 - b. Create 2,500 square feet or more of impervious surface area
- (10) Single-family hillside homes.
- (11) Development of any project of 2,500 square feet or more in disturbed area where any portion of the disturbed area includes either or both an existing earth (native or otherwise) surface or a man-made surface (whether impervious or not) with an existing slope that is equal to or greater than twenty-five percent (25%) when calculated in accordance with the methods prescribed by the current Zoning Code.
- (12) Redevelopment Projects involving any of the following:
 - a. Land disturbing activities that result in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site that is within the scope of paragraph (C) of Section [X].
 - b. Alteration of more than fifty percent (50%) of the total impervious surface of a previously existing development, where the existing development was not subject to the post-construction stormwater quality control requirements of the current City Building Code.
 - c. Where Redevelopment results in an alteration of less than fifty percent (50%) of the impervious surfaces of a previously existing development, and the existing development was not subject to post-construction stormwater quality control requirements of the current City Building Code, then only the alteration must be mitigated, and not the entire development, except that such mitigation specifically includes all drainage flow paths that lead from the disturbed area to the permitted stormwater disposal location where such location is offsite of the specific project. The term offsite specifically includes the public right of way where stormwater is discharged to the right of way.

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- d. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.
- e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area, or involve 2,500 square feet or more in disturbed area where any portion of the disturbed area includes either or both an existing earth (native or otherwise) surface or a man-made surface (whether impervious or not) with an existing slope that is equal to or greater than twenty-five percent (25%) when calculated in accordance with the methods prescribed by the current Zoning Code

(D) Stormwater Pollution Control Requirements. The Site for every Stormwater Mitigation Required Project shall be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use.

- (1) All Stormwater Mitigation Required Projects shall include mitigation measures to:
 - a. Conserve natural areas;
 - b. Protect slopes and channels;
 - c. Provide storm drain system stenciling and signage;
 - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
 - e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.
- (2) Street and road construction of 10,000 square feet or more of impervious surface shall follow USEPA guidance regarding Managing Wet Weather with Green Infrastructure: Green Streets (December 2008 EPA-833-F-08-009) to the maximum extent practicable.
- (3) The remainder of Stormwater Mitigation Required Projects shall prepare a LID Plan to comply with the following:

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- a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDv) defined as the runoff from:
 - i. The 85th percentile 24-hour runoff event as determined from the Los Angeles County 85th percentile precipitation isohyetal map; or
 - ii. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.
- b. Minimize hydromodification impacts to natural drainage systems as defined in the Municipal NPDES Permit.
- c. When, as determined by the Planning and Building Department, 100 percent onsite retention of the SWQDv is technically infeasible, the infeasibility shall be demonstrated in the submitted LID Plan. The technical infeasibility may result from conditions that may include, but are not limited to:
 - i. The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
 - ii. Locations where seasonal high groundwater is within five to ten feet of surface grade;
 - iii. Locations within 100 feet of a groundwater well used for drinking water;
 - iv. Brownfield development sites or other locations where pollutant mobilization is a documented concern;
 - v. Locations with potential geotechnical hazards;
 - vi. Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.
- d. If partial or complete onsite retention is technically infeasible, the project Site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications provided in the Municipal NPDES Permit.
 - i. Additional alternative compliance options such as offsite infiltration may be available to the project Site. The project Site should contact the Planning and Building Department to determine eligibility.

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- e. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required per the Municipal NPDES Permit. Flow-through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:
 - i. 0.2 inches per hour, or
 - ii. The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.
 - f. A Multi-Phased Project may comply with the standards and requirements of this section for all of its phases by: (a) designing a system acceptable to the City of South Pasadena to satisfy these standards and requirements for the entire Site during the first phase, and (b) implementing these standards and requirements for each phase of Development or Redevelopment of the Site during the first phase or prior to commencement of construction of a later phase, to the extent necessary to treat the stormwater from such later phase. For purposes of this section, “Multi-Phased Project” shall mean any Stormwater Mitigation Required Project implemented over more than one phase and the Site of a Multi-Phased Project shall include any land and water area designed and used to store, treat or manage stormwater runoff in connection with the Development or Redevelopment, including any tracts, lots, or parcels of real property, whether Developed or not, associated with, functionally connected to, or under common ownership or control with such Development or Redevelopment.
- (E) Other Agencies of the City of South Pasadena.** All City of South Pasadena departments, offices, entities and agencies, shall establish administrative procedures necessary to implement the provisions of this Article on their Development and Redevelopment projects and report their activities annually to the Public Works Department.
- (F) Validity.** If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect remaining provisions of this Ordinance are declared to be severable.
- (G) Certification.** The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy.

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I hereby certify that this ordinance was passed by the Council of the City of South Pasadena, at its meeting of _____.

Evelyn G. Zneimer, City Clerk

By _____ Deputy

Approved _____

Mayor

Approved as to Form and Legality
Teresa L. Highsmith, City Attorney

By _____
Teresa L. Highsmith, City Attorney

Date _____

File No. _____

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: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *AA*
SUBJECT: **Resolution Finding TeaPac Initiative to Repeal the Utility Users Tax (UUT) to be Constitutionally Defective and Declining to Place it on the November 3, 2015 General Municipal Election Ballot**

Recommendation

It is recommended that the City Council approve a resolution finding that the TeaPac UUT repeal initiative measure (Measure) to be constitutionally defective and declining to place it on the November 3, 2015 General Municipal Election ballot.

Fiscal Impact

There is no fiscal impact with the approval of the attached resolution. Such a Measure would jeopardize approximately \$3.7 million in general fund revenues generated annually from the UUT.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City of South Pasadena (City) 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.

On November 12, 2014, initiative proponents submitted a petition with the required 518 signatures. On November 24, 2014, the Los Angeles County Registrar-Recorder/County Clerk's Office verified that the petition contains the required number of valid signatures, which again was deemed sufficient by the City Council on January 7, 2015. On February 4, 2015, the City Council received a preliminary financial impact analysis and directed staff not to bring back the Measure as an ordinance for City Council adoption, which would have forfeited the revenues immediately. Subsequently, on April 22, 2015, the City Council received a report from the City Attorney analyzing the measure for legal sufficiency.

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. 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. It also provides a substantial amount of funds for the City's annual street improvement program.

A thorough legal analysis has found the Measure to be constitutionally defective because it purports to prohibit the City and electorate from ever passing a new tax, fee, charge, or assessment for any utility goods or services, including water. On two separate grounds, it violates California Constitution Article XIII, Section 24, which grants to general law cities the power to tax and it violates California Constitution Article XIID, Section 5, by precluding the people's right to approve water rates using the majority protest procedures of Proposition 218.

The Measure would also impair the City Council's essential governmental function regarding administration of its fiscal powers. Lastly, placing a Measure on the November 3, 2015 General Municipal Election ballot when it clearly conflicts with the California Constitution and would be unenforceable, would amount to perpetrating fraud upon the voters.

Legal Review

The City Attorney has drafted the attached resolution.

Public Notification of Agenda Item

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
FINDING THE TEAPAC INITIATIVE TO REPEAL THE
UTILITY USERS TAX TO BE CONSTITUTIONALLY DEFECTIVE
AND DECLINING TO PLACE IT ON THE NOVEMBER 3, 2015
GENERAL MUNICIPAL ELECTION BALLOT**

WHEREAS, the City of South Pasadena ("City") has had a Utility Users Tax ("UUT") in place since 1983 and the existing form of the UUT was adopted by South Pasadena voters in 2011, in accordance with their rights under Proposition 218; and

WHEREAS, TeaPAC, which according to its website is "part of the broader Tea Party movement," has drafted a form of UUT repeal ballot initiative and has been encouraging volunteers in several cities in California to collect signatures to petition its placement on a local ballot; and

WHEREAS, on November 12, 2014, initiative proponents in the City of South Pasadena submitted a petition with 518 signatures in South Pasadena to petition the City to repeal its UUT; and

WHEREAS, on January 7, 2015, the City Council, accepted the City Clerk's Certificate of Sufficiency of Initiative Petition for the proposed UUT repeal initiative measure (Measure), and pursuant to Elections Code Section 9212, directed staff to prepare a report within 30 days regarding the impact of the Measure on the City's finances and ability to provide public services should the Measure be adopted; and

WHEREAS, 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 1) directed staff not to bring back the Measure as an Ordinance for Council adoption and 2) delayed direction to agendaize calling the November 3, 2015 General Municipal Election and submitting the Measure to the voters; and

WHEREAS, the City Council's usual practice is not to place a matter on the November ballot for a general municipal election until it actually calls the election in June of the applicable year; and

WHEREAS, at a noticed public meeting on April 22, 2015, the City Council received a report from the City Attorney analyzing the Measure for legal sufficiency for the purposes of the Council's consideration to place the matter on the ballot for the November 3, 2015 General Municipal Election; and

WHEREAS, the City Attorney's April 22, 2015 report concluded that the Measure which purports to prohibit the City and its electorate from ever passing a new tax, fee, charge or assessment for any utility goods or services, including water, is facially unconstitutional on two separate grounds:

1. it violates California Constitution Article XIII, Section 24, which grants to general law cities the power to tax; and
2. it violates California Constitution Article XIID, Section 5, by precluding the people's right to approve water rates using the majority protest procedures of Proposition 218; and

WHEREAS, the Measure is defective for the additional substantive reason that it impairs the City Council's essential governmental function regarding administration of its fiscal powers by purporting to prevent the City from ever adopting a new tax, fee, or assessment for any utility goods or services; and

WHEREAS, the City Council takes seriously the fiscal responsibility entrusted to it by the citizens of South Pasadena in managing resources produced by the voter-enacted UUT and further respects and supports the people's power of initiative; and

WHEREAS, the City Council is concerned that placing a Measure on the ballot which clearly conflicts with the California Constitution and is therefore, unenforceable, would be tantamount to perpetrating fraud upon the voters; and

WHEREAS, the Council is also concerned that knowingly placing a constitutionally defective Measure on the ballot may result in the otherwise needless expense of legal challenge and also create emotional community divisions which will harm the broader South Pasadena community.

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

SECTION 1. The City Council finds that the above Recitals are true and correct.

SECTION 2. Based on the recitals and findings above, the City Council declines to place the Measure on the November 3, 2015 General Municipal Election ballot, and notes that its action provides an opportunity for the Measure's proponents to seek timely judicial review, should they choose to do so.

PASSED, APPROVED AND ADOPTED ON this 6th day of May, 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 regular meeting held on the 6th day of May, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SM*
FROM: Steve Fjeldsted, Director of Library, Arts, and Culture
SUBJECT: **Direction Regarding Library Special Tax Renewal Option**

Recommendation

It is recommended that the City Council:

1. Review an option for renewing the Library Special Tax and provide direction as to the amount of the tax, the term of the tax renewal extension, and when to place it before the voters;
2. Approve the following proposed Library Special Tax rates, and the term of the extension, for the possibility of including them on the ballot for the November 3, 2015 election; and
3. Direct staff to come back on June 3, 2015 with a resolution of the City Council for the submission of a question to voters relating to the extension of the Library Special Tax.

Fiscal Impact

The Library Special Tax provides approximately \$230,000 each fiscal year to the Library Budget to pay for the maintenance, operating, and administrative costs of the Library. If the Special Tax expires in June 30, 2016, the City general fund will be called upon to absorb all the costs of the library budget. In order to qualify to receive the funds, the Library must allocate sufficient funds to meet the maintenance of effort requirement (prior year's budget with a Consumer Price Index component). The cost per residential parcel ranges from \$24-\$48/year, the same since 1994. Other amounts for multi-family residential units and non-residential parcels are included as well and have remained unchanged since 1994.

Commission Review and Recommendation

This matter was not reviewed by the Library Board of Trustees, but it will be discussed at their May 7, 2015 meeting. The Measure L Committee (Committee) is in support of placing a measure on the ballot to extend the Library Special Tax at its current rates for five (5) years. The Committee believes that there are no other viable options for the rates and term of the Library Special Tax because a time-consuming and relatively expensive study on the rates of the Special Tax would be required to recommend a raise in rates.

The Committee recommends that the existing tax be extended for five (5) years from July 1,

2016 to June 30, 2021. The Committee also recommends that the City submit Measure “L” as the measure name, with Measure “LL” as the second choice and Measure “B” as the third choice.

Background

The Library Special Tax was first approved in June 1994 for a term of five years. The Library Special Tax has been renewed by voters in 1999, 2005, and 2010. November 3, 2015 is the date of the next General Municipal Election. Placing the Library Measure L measure on the November 3, 2015 ballot would enable voters the possibility of renewing the measure to keep Library funding from the Special Tax initiative to continue at the same rate.

Analysis

Any revenue generated by the Library Special Tax can only be used for the maintenance, operating, and administrative costs of the Library. That restricted use of the Library Special Tax revenue would continue to apply if the measure is adopted.

The annual rate by category for the Special Tax would continue at the current rate:

<i>Property Type</i>	<i>Square Feet</i>	<i>Annual Tax (shall not exceed)</i>
Single family residences, condos	Less than 2,000 square feet (buildable area)	\$24
	Between 2,001-4,000 square feet (buildable area)	\$36
	More than 4,000 square feet (buildable area)	\$48
Multi-family residential units		\$12/dwelling unit on a multi-family residential parcel
Non-residential parcels	¼ acre or less lot acre	\$24
	¼ to ½ acre lot area	\$48
	½ acre to ¾ acre lot area	\$72
	More than ¾ acre lot area	

The following types of property would remain exempt from the tax:

1. Parcels owned by charitable or community service organizations or churches that qualify for an exemption from ad valorem taxation under California law.
2. Vacant parcels.
3. Parcels owned by the federal, state or local government, or any state or local agency.
4. Any owner who has income, adjusted for family size, at or below eighty percent (80%) of the area median income as determined under the Section 8 Income Limits for Los Angeles County. (These limits are published by the U.S. Department of Housing and Urban Development).

In addition to the foregoing, the following restrictions would also continue:

If in any year the City Council does not budget and appropriate sufficient funds for the basic level of library services, the special tax would be fixed at a reduced level in relation to any reduction in the budget.

Any surplus amounts raised by the special tax in any one year may only be used for the purposes described in South Pasadena Municipal Code Section 2.89-4, and must be carried over to the following fiscal year. The existence of a surplus in one year must be considered by the City in levying the Special Tax for the next year.

The term of the Special Tax, if approved by two-thirds (2/3) of the voters voting on the measure, will be extended for five (5) years (from July 1, 2016 through June 30, 2021) and any further extension must be approved by two-thirds (2/3) of the voters voting on such extension at another municipal election.

The Special Tax will continue to be collected by the Los Angeles County Assessor in the same manner as property taxes.

The direction from the City Council regarding the renewal of the measure will be incorporated into the resolution calling the General Municipal Election on November 3, 2015.

Legal Review

The City Attorney has reviewed and approved 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/
Redevelopment Successor Agency/
Public Financing Authority
Agenda Report**

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

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

COUNCIL AGENDA: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Lucy Demirjian, Executive Assistant to the City Manager *LD*
Christopher Castruita, Management Aide *CC*
SUBJECT: **Receive and File Fiscal Year 2015-16 Strategic Planning Update Summary**

Recommendation

It is recommended that the City Council receive and file the attached summary of the Fiscal Year (FY) Strategic Planning Update conducted on February 21, 2015.

Fiscal Impact

There is no fiscal impact to receive and file this report. Budget adopted for FY2015-16 should reflect goals and objectives established based on input from City Commissions and general public.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City Council set the stage for the Fiscal Year (FY) 2015-16 Strategic Plan Update process with the Strategic Planning Community Forum, held on February 7, 2015. The Forum provided the public with a detailed look at the City's major program areas and gave them an opportunity to list their top priorities for the City to tackle. On Saturday, February 21, 2015, the City held a Strategic Planning Update Session at the Senior Center to evaluate the challenges/opportunities and update the City's goals and objectives.

Key themes were identified through two means. First, City Commissions were asked to review the FY 2014-15 Strategic Plan and recommend up to three big-picture policy goals (pertaining to the subject matter area of the commission) that the City Council should consider at the Strategic Planning Update Session. Their input is included as Exhibit A of the Strategic Planning Update Session Summary. Further, at the Community Forum, members of the public provided their top 3 "big-picture ideas". These themes served as a foundation for the Strategic Planning process and are included as Exhibit B of the Strategic Planning Update Session Summary.

Public participation was strongly encouraged, and Opportunity for public comment was provided throughout the process.

Analysis

Strategic Planning sessions are typically held prior to the update of the City's annual budget so that the City's budget reflects priorities identified in the Strategic Plan.

The FY2015-16 Strategic Planning Update Summary (attached) details the goals and objectives identified at the Strategic Planning Update Session held on February 21, 2015.

The following five goals were identified by consensus:

- Eliminate the 710 freeway tunnel and improve local and regional mobility
- Continue to improve City infrastructure and facilities
- Continue to strengthen the City's financial position, organizational effectiveness, and service levels
- Promote appropriate local economic growth
- Enhance the City's healthy, natural, cultural, and built environment

Participants assisted by facilitator Laura Mason-Smith also identified the top three to four objectives for each goal. These objectives are detailed in the Strategic Planning Session Summary.

Lead staff for each objective as well as a target date was assigned by the City Manager as directed by Council at the Strategic Planning Update Session. The finalized goals and objectives are now before the City Council for review.

Once approved, staff will communicate the plan to the community through the City website, electronic newsletter, and social media presence.

Staff will ensure that the established goals and objectives will be reflected in the proposed budget for FY 2015-16. Regular progress reports will be presented to the City Council on a quarterly basis.

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

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

Attachment: FY2015-16 Strategic Plan Update Session Summary

CITY OF SOUTH PASADENA

***FISCAL YEAR 2015-16
STRATEGIC PLAN UPDATE
SUMMARY***

Saturday, February 21, 2015

designed and facilitated by

Mason-Smith
**S U C C E S S
S T R A T E G I E S**

Laura Mason-Smith
916-485-3582 www.masonsmith.com

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

CONTENTS

160

<i>Topics</i>	<i>Page</i>
Overview	3
Introduction	4
City Accomplishments	4-5
Reaffirmation of the Mission and Core Values	6
Key Themes for the Strategic Plan Update Process	7
Three-Year Goals – 2015-2018	7
2015-16 Strategic Objectives for the Three-Year Goals	8-12
Attachment A: Commission Input to the Strategic Plan Update Process	13
Attachment B: Community Forum Citizen Input to the Strategic Plan Update Process	27

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

OVERVIEW

On Saturday, February 8, 2014, the following members of the City Council and Management of the City of South Pasadena met to develop the City's 2015-2018 Strategic Plan Update:

Robert S. Joe	Mayor
Diana Mahmud	Mayor Pro Tem
Michael A. Cacciotti	Councilmember
Marina Khubesrian, M.D.	Councilmember
Richard D. Schneider, M.D.	Councilmember
Gary E. Pia	City Treasurer
Evelyn Zneimer	City Clerk
Theresa L. Highsmith	City Attorney
161 Sergio Gonzalez	City Manager
Hilary Straus	Assistant City Manager
David Batt	Finance Director
Steve Fjeldsted	City Librarian
Yvette Hall	Chief Deputy City Clerk
Arthur Miller	Police Chief
Sheila Pautsch	Community Services Director
Paul Riddle	Deputy Fire Chief
Paul Toor	Public Works Director
David Watkins	Planning and Building Director
Lucy Demirjian	Executive Assistant to the City Manager
Debby Figoni	Senior Management Analyst
Margaret Lin	Principal Management Analyst

The session was facilitated by Laura Mason-Smith of Mason-Smith SUCCESS STRATEGIES, with the assistance of Christopher Castruita, City Manager's Office. Outlined on the following pages is a summary of the Strategic Plan Update Session results.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY

Saturday, February 21, 2015

INTRODUCTION

After comments from the public, Mayor Robert Joe, welcomed everyone and explained that the purpose of the session was to update the 2015-2018 Strategic Plan for the City for the 2015-16 year.

CITY ACCOMPLISHMENTS

The participants identified the following City accomplishments over the past year as well as highlights of the February 7, 2015 Community Forum:

1. Excellent Community Forum:
 - a. Great attendance, energy, and Citizen engagement, and much more interactive process
 - b. Involvement of new people, and the diversity of participants and their thoughtful perspectives
 - 162 c. Wonderful opportunity to talk with residents about different areas of the City and gather their input
 - d. A great deal of consensus among Citizens on many important issues
 - e. Resident interest in transportation as a high priority, especially parking
 - f. Citizen support of the Utility Users Tax and the services it supports
2. Gained recognition as a "Best City to Raise a Family" and "Best City in the West" designation
3. The Tri-City Agreement is extremely effective
4. The focus on efficiencies and collaboration continues to lead to a high level of public trust
5. Street improvements and their connection with improving Citizens' health, wellness, and quality of life
6. Implemented water billing system improvements
7. Red Carpet Committee helped new businesses
8. The sale of the Rialto and its future potential
9. Implemented the 911-Reverse system, which improves public safety
10. Planning for the Community Center and new services
11. The new Dog Park will be a huge asset
12. Being a beautiful city with a great quality of life that achieved an A+ grade for Historic Preservation
13. Implemented numerous infrastructure improvement projects with the support of the Utility User Tax

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY

Saturday, February 21, 2015

CITY ACCOMPLISHMENTS *(continued)*

14. Adopted the Water Conservation Ordinance
15. Water conservation achievements and recognition
16. Achieved a Solar Grade of 95, which is an A+ designation
17. Gained recognition for our urban forest
18. Implemented the Plastic Bag Ordinance
19. Moving forward with the Community Garden
20. Implemented all-electric maintenance at Garfield Park
21. Funding for the Bicycle Path
22. Banned E-cigarettes
23. Completed new paint and carpet for the Library
24. Active work to show proactive transportation options – “No on 710”
25. Over 200 community events held, including the Eclectic Music Festival with over 700 participants
26. Elected officials group for 710 – Connected Communities Coalition
27. New businesses that have been attracted to South Pasadena
28. Three-year contracts in place with all Unions
29. Encouraged Caltrans properties to be sold this year that have potential for other uses
30. Implemented the Massage Parlor Moratorium
31. Headed off a potential school violence incident effectively
32. Demonstrated organizational leadership and positive changes in City Government:
 - a. All Council members and staff working together well to achieve positive results for the City and its Citizens
 - b. Transparent government, and public accessibility to the City, both the elected officials and City staff
 - c. Excellent structure, culture change, and results in public safety
 - d. Neo-Gov implementation
 - e. Restructured the Public Works Department
33. Rolled out the Five-Year Financial Plan
34. Demonstrated fiscal responsibility and increased the rate of return on City investments
35. Moved the City’s insurance coverage to CSAC, which resulted in significant cost savings
36. Graduated our first CERT class

REAFFIRMATION OF THE CITY'S MISSION AND CORE VALUES

The participants reaffirmed the City's Mission and Core Values as follows.

MISSION STATEMENT

The City of South Pasadena is committed to providing effective and efficient municipal services for the community while preserving our quality of life and small-town character in a 21st Century environment.

CORE VALUES

not in priority order

The City of South Pasadena values...

- ❖ *Honesty and Integrity*
- ❖ *Teamwork*
- ❖ *Outstanding customer-friendly service*
- ❖ *Responsiveness*
- ❖ *Open and accessible government*
- ❖ *Community participation*
- ❖ *Fiscal responsibility*

164

KEY THEMES FOR THE STRATEGIC PLAN UPDATE PROCESS

In preparation for the Planning Session, the participants analyzed the key themes that served as a foundation for the Strategic Plan Update process. These themes were identified through two means:

1. All City Commissions were asked to review the existing Strategic Plan and determine up to three big-picture policy goals (pertaining to the subject matter area of their Commission) that the City Council should consider as part of the Strategic Plan Update process (see Attachment A); and
2. The public provided input on their priorities at the well-attended February 7, 2015 Community Forum (see Attachment B).

THREE-YEAR GOALS – 2013-2016, Updated 2015

(not in priority order)

After extensive discussion, the participants prioritized the City's five top Three-Year Goals:

- ***Eliminate the 710 freeway tunnel and improve local and regional mobility***
- ***Continue to improve City infrastructure and facilities***
- ***Continue to strengthen the City's financial position, organizational effectiveness, and service levels***
- ***Promote appropriate local economic growth***
- ***Enhance the City's healthy natural, cultural, and built environment***

The Goals and key Objectives for each of the Goals for 2015-16 are shown on the Pages 8-12 of this summary.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2015 – June 30, 2016

THREE-YEAR GOAL: ELIMINATE THE 710 FREEWAY TUNNEL AND IMPROVE LOCAL AND REGIONAL MOBILITY

Objectives to be Completed in the 2015-16 Year							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1 166	12-31-15	<u>Sergio Gonzalez,</u> <u>Margaret Lin</u>	Finalize and promote a sub-regional mobility plan in collaboration with regional partners, and advocate with regional transportation agencies to adopt a superior sub-regional mobility alternative that supports community and economic development				
2.	7-6-15	<u>Margaret Lin</u>	Submit comment letters on the SR710 EIR/EIS individually and in collaboration with the Five Cities Alliance and other partners				
3.	6-30-16	<u>David Watkins,</u> <u>Margaret Lin</u>	In conjunction with the General Plan Update, initiate an update of the Circulation element based on new legislation (SB370, AB32, SB743, Complete Streets Act, etc.) and parking				

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

**CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
July 1, 2015 – June 30, 2016**

THREE-YEAR GOAL: *IMPROVE CITY INFRASTRUCTURE AND FACILITIES*

Objectives to be Completed in the 2015-16 Year							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	<u>3-31-16</u>	<u>David Batt</u>	Preserve existing funding and pursue new funding sources for a Five-Year Capital Improvement Plan (CIP)				
2.	<u>7-1-15</u>	<u>Paul Toor</u>	Implement a Five-Year Capital Improvement Plan				
3.	<u>6-30-15</u>	<u>Sheila Pautsch,</u> <u>David Batt</u>	Explore and seek funding for the Community Center, Emergency Operations Center, Library enhancements, Golf Course/Banquet Facility, Eddie Park, the Museum, the Dog Park, and energy efficiency investments				

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2015 – June 30, 2016

THREE-YEAR GOAL: *STRENGTHEN THE CITY'S FINANCIAL POSITION, ORGANIZATIONAL EFFECTIVENESS, AND SERVICE LEVELS*

Objectives to be Completed in the 2015-16 Year							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1. 168	11-30-15	<u>Sergio Gonzalez, David Batt, Lucy Demirjian</u>	Regarding the Utility Users Tax (UUT): <ul style="list-style-type: none"> • Develop an educational program that explains the public services funded by the UUT and includes frequently asked questions • Hire a consultant to assist the City with this project 				
2.	7-1-15	<u>David Batt, Pearl Liu, Mariam Lee Ko</u>	Refine the Long-Term Financial Plan to address: <ul style="list-style-type: none"> • PERS liability • Resource funding • Unexpected loss of funding • Funding for supplementals • Reserve management 				
3.	6-30-16	<u>Mariam Lee Ko, Steve Fieldsted, Margaret Lin, Lucy Demirjian, David Batt, Pearl Liu</u>	Undertake and continue City Operational Studies: <ul style="list-style-type: none"> • Information Technology (IT) • Library • Utility billing • Employee recruitment and retention strategy; for example, career ladders and job specifications 				
4.	1-1-16	<u>Margaret Lin, David Watkins</u>	Roll out the Permit Tracking system				

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2015 – June 30, 2016

THREE-YEAR GOAL: *PROMOTE APPROPRIATE LOCAL ECONOMIC GROWTH*

Objectives to be Completed in the 2015-16 Year

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	6-30-16	<u>David Watkins,</u> <u>Arthur Miller,</u> <u>Margaret Lin</u>	Develop a comprehensive Parking Master Plan to optimize the use of parking spaces				
2.	9-1-15	<u>David Watkins,</u> <u>Margaret Lin</u>	Expand the role of the Red Carpet Committee to include business attraction, in partnership with the Chamber of Commerce				
3.	6-30-15	<u>Sergio Gonzalez,</u> <u>Lucy Demirjian,</u> <u>Paul Riddle</u>	Support and assist the new ownership of the Rialto in restoring and revitalizing it as an entertainment and cultural landmark				
4.	6-30-15	<u>Sergio Gonzalez,</u> <u>Lucy Demirjian</u>	Support local property owners with a local and consumer spending analysis that identifies business categories with high success probability				
5.	7-1-15	<u>David Batt, David</u> <u>Watkins</u>	Establish a designated reserve account (budget) for updating the General Plan and MSSP				

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2015 – June 30, 2015

THREE-YEAR GOAL: **ENHANCE THE CITY'S HEALTHY NATURAL, CULTURAL, AND BUILT ENVIRONMENT**

Objectives to be Completed in the 2015-16 Year

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	6-30-16	Sheila Pautsch, Paul Toor	Implement Phase One of the Arroyo Seco Bike Path, and continue to secure funding for Phase Two				
2.	7-1-15	Sergio Gonzalez, Debby Figoni	Establish a Renewable Energy Committee to implement solar, hydro-electric, and energy efficiency/conservation programs and projects				
3.	6-30-15	Sergio Gonzalez, Debby Figoni	Implement indoor and outdoor water efficiency programs and projects for municipal, residential, commercial, and schools				
4.	6-30-16	Margaret Lin, Sheila Pautsch, David Watkins	Secure the unimproved/vacant Caltrans properties to expand parks and recreation opportunities				
5.	6-30-16	David Watkins	Update the Cultural Heritage Inventory				
6.	6-30-16	Sheila Pautsch, Lucy Demirjian, Steve Fieldsted	Increase the amount of public art in the City				

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

**ATTACHMENT A: COMMISSION INPUT TO THE
STRATEGIC PLAN UPDATE PROCESS**

All City Commissions were asked to review the existing Strategic Plan, and determine up to three big-picture policy goals (pertaining to the subject matter area of the commission) that the City Council should consider at the Strategic Plan Update Meeting. Written input was received from the following commissions:

- *Animal Commission*
- *Cultural Heritage Commission*
- *Design Review Board*
- *Finance Committee*
- *Freeway and Transportation Commission*
- *Library Board of Trustees*
- *Natural Resources and Environmental Commission*
- *Parks and Recreation Commission*
- *Planning Commission*
- *Public Safety Commission*
- *Public Works Commission*
- *Senior Citizen Commission*
- *Youth Commission*

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Animal Commission
Meeting Date:	<i>The goals were obtained through conversation between the Commission representative and staff liaison.</i>
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Cornelia Balogh
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Dog Park - The Animal Commission continues to support a dog park. Establishing a dog park is often requested by residents and public commenters at local events and meetings. It would provide a way of bringing residents, pets, and families together with others in the community.
Goal 2:	A city wide spay and neutering education campaign.
Goal 3:	Animal Commission's continued support for various yearly scheduled events: Doggy Day; Be kind to animals week; Adoption of animal campaigns coordinated with Pasadena Humane Society; Animal education, South Pasadena Open House; links on city website, flyers, and articles.

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

**City of South Pasadena
Commission Review & Input for the Strategic Plan**

Commission:	Cultural Heritage Commission
Meeting Date:	January 15, 2015
The City will hold a Community Forum at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: (Sat. Nov. 3, 2012)	James McLane
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Complete a new reconnaissance level survey of the City's historic resources.
Goal 2:	Sponsor outreach efforts that educate citizens about historic preservation and incentives such as the Mills Act.
Goal 3:	Create information materials that will inform homeowners about remodeling their historic homes.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Design Review Board
Meeting Date:	February 3, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: (Sat. Nov. 3, 2012)	Jim Fenske
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Improve emergency response time to the homes on Hanscom Drive by improving Hulbert Street.
Goal 2:	Impose penalties to builders who start construction work without obtaining Design Review Board Approval.
Goal 3:	Develop parking solutions to help the re-use of the Rialto Theater.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Finance Committee
Meeting Date:	January 28, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: (Sat. Nov. 3, 2012)	Carrie Adrian
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Maintain financial discipline, budget integrity, and assure adequate internal controls.
Goal 2:	Assure the City receives a sufficient rate of return for the use of its assets and services.
Goal 3:	Adopt and maintain best management practices for all City operations.

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

**City of South Pasadena
Commission Review & Input for the Strategic Plan**

Commission:	Freeway and Transportation Commission
Meeting Date:	12/16/2014
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Bill Sherman
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Eliminate the SR-710 and promote a subregional transportation plan.
Goal 2:	Mitigate impacts from the Metro Gold Line Extension.
Goal 3:	Improve traffic flow on local roadways and existing freeways for all users.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Library Board of Trustees
Meeting Date:	January 9, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Ann Penn
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Purchases, installation, training, IT support and improvements in the following areas: computers, Wi-Fi, Broadband Width, Workstations for both patrons and employees, upgrades to Sirsi Dynix
Goal 2:	A plan of reconfiguration for the inside of the existing library space to complement, enhance, and make more effective use of the technology requested.
Goal 3:	Greater parking access for Library patrons.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Natural Resources and Environmental Commission
Meeting Date:	December 28, 2014
The City will hold a Citizen's Seminar at the South Pasadena Library Community Room on February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Kim Hughes
Goal 1:	Water: The Natural Resources and Environmental Commission (NREC) recommends that the City of South Pasadena (City) continue to focus on water conservation and ensure that funding is maintained from the water conservation fees to support customer incentives and rebates. The efficient toilet installation program and a turf replacement program have been well received, and these and other conservation efforts should continue to be supported to reduce water use in the City. The City itself should focus on reducing its water use by replacing grass in street medians and reducing water use at all City properties, especially parks and the golf course. The Senior Management Analyst (Analyst) should be supported in completing business and residential water audits and other efforts to reduce water consumption. The Analyst should provide progress reports to the NREC and to City management on how the City is progressing in reducing water use, as well as how water conservation programs are meeting goals and budget expectations.
Goal 2:	Energy: The NREC recommends that the City focus on improving electrical energy efficiency, as saving energy reduces costs for the City and is beneficial to the environment. Electrical costs relating to the pumping of the City's water supply is one of the City's largest expenditures, hence any improvement in pumping water to and from City reservoirs should be considered. Other areas that can be investigated for energy efficiency include lighting at the golf course, tennis courts, stables, sports fields and other City facilities with upgrades of lighting to more efficient fixtures and bulbs, as well as education of staff and residents, particularly those using the sports facilities, on the value of turning off lights when facilities are not in use. In addition, in light of the improving economics of photovoltaic energy, the City should expedite assessing the feasibility of installing solar systems on City properties, such as at the rebuilt Garfield Reservoir. City staff should work with the NREC to develop a request for proposal from solar energy companies to study city properties and propose the best options for reducing electricity. To this end, the City should initiate an ad-hoc Sustainable Energy Committee to help with exploring this and other renewable energy opportunities.
Goal 3:	Urban Forest: The NREC recommends that the City continue its support of the tree maintenance program, including the inspection and trimming of trees on City property on a timely basis. The Commission requests that the City explore a mechanism to better enforce the City's tree ordinance, including trimming. NREC recommends that City staff evaluate which City-owned trees need supplemental watering due to existing drought conditions and develop a proposal to provide the additional water. NREC wishes to work with staff to ensure that an acceptable tree planting, management and maintenance plan is in place prior to the commencement of the new tree planting program, keeping in mind, "Right Tree – Right Place". There must be oversight, audits and matrixes, in order to ensure compliance and accountability.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Parks and Recreation
Meeting Date:	1/12/15 approved
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Art Salinas
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Fully fund and construct the Dog Park
Goal 2:	Create a safe lighted walk way, stair case or swith backs, and trail access into Arroyo Park via trail head on Arroyo Dr at Magnolia and from Arroyo Dr down Stoney Dr to meet up with the trail
Goal 3:	Research possible recreational program space on the South Pasadena Island that is owned by Los Angeles.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Planning Commission
Meeting Date:	January 26, 2015
The City will hold a Community Forum at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Steve Dahl
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Update the General Plan
Goal 2:	Update the Mission Street Specific Plan
Goal 3:	Update Sign Ordinance & Sign Guidelines

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Public Safety Commission
Meeting Date:	February 7, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: (Sat. Nov. 3, 2012)	Ellen Daigle/Mary Urquhart
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	<u>Build Community Emergency Preparedness Team.</u> Formally establish a fully-operational Community Emergency Preparedness Training (CERT) team of 20 participants and volunteer committee, and properly equip the team with the acquisition of emergency supplies, communication equipment and volunteer administration software; Continue CERT training, offering two full CERT training courses and one refresher course, in addition to three supplemental trainings.
Goal 2:	<u>Expand Neighborhood Watch.</u> Increase number of participating neighborhoods in the Neighborhood Watch program by 10%. Work with South Pasadena Police Department to strategically identify neighborhoods and potential block captains for the NW program. Introduce emergency preparedness to active Neighborhood Watch blocks.
Goal 3:	<u>Advocate for Funding for City Emergency Preparedness Needs.</u> Continue to advocate for additional funding for City-wide emergency preparedness needs, including (a) \$200,000 capital improvement reserve for the funding of a fully equipped Emergency Operations Center ("EOC"), (b) \$25,000 annual operating budget to purchase and fund ongoing expenses for the EOC, and (c) \$15,000 line-item budget for the Public Safety Commission for purchase of CERT team supplies, supplies for CERT trainings, volunteer administration software, Neighborhood Watch program supplies and other items used in connection with the Commission's public outreach.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Public Works Commission
Meeting Date:	January 14, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Clint Granath
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	Improve traffic safety.
Goal 2:	Investigate opportunities for recycled water use at public facilities.
Goal 3:	Improve traffic flow on arterial streets and limit traffic congestion on residential streets.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Senior Citizens
Meeting Date:	1/14/2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Alexandria Levitt and Gina Phelps
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	The Commission will identify homebound, isolated seniors and disabled persons in the City of South Pasadena in order to establish needs and advocate for services and resources.
Goal 2:	The Commission will disseminate information regarding the Senior Center and its services to the community.
Goal 3:	The Commission will continue to explore housing options for seniors in the City of South Pasadena

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

City of South Pasadena
Commission Review & Input for the Strategic Plan

Commission:	Youth Commission
Meeting Date:	January 26, 2015
The City will hold a Citizens' Seminar at the South Pasadena Library Community Room (1115 El Centro Street) on Saturday, February 7, 2015.	
Please designate one commissioner as the Commission representative to attend the meeting and provide the input in case any questions or need for clarification arises.	
Commission Representative: <small>(Sat. Nov. 3, 2012)</small>	Will Hoadley-Brill
Each Commission is asked to identify 0-3 "big picture" policy goals pertaining to the subject matter of the Commission that the City Council should consider at the Strategic Planning Session.	
Goal 1:	To improve the Festival of Balloons event, possibly adding a city-wide talent show. They want to have activities for the youth at Garfield Park after the parade and before the start of fireworks.
Goal 2:	End of the School Year Festival
Goal 3:	Battle of the Bands- Having a concert with local middle school and high school students.

ATTACHMENT B

Community Forum Citizen Input to the Strategic Plan Update Process

185

Number of Ideas per Major Program Area from 2/7/2014 Community Forum		
Major Program Area	Recorded During Break Out Group	Reported Out of Break Out Group
Transportation & Transit	17	11
Community Amenities & Services	17	10
Land Use & Economic Development	15	9
Public Infrastructure	8	5
Environmental Leadership	4	2
Administration & Finance	7	1
Public Safety & Disaster Preparation	6	1

Key Word Analysis: Top Four Most Commonly Mentioned Subjects During Community Forum Report Out*	
Subject	Number of Times
Parking	6
Traffic	6
Community Center/ Senior Center	5
Multi-modal/ Bicycle/ Pedestrian	5

*Please note that the list of commonly mentioned subjects provides the number of times that each subject was mentioned, regardless of Major Program Area. It does not reflect the nature of the comment made by a resident, but is instead intended to provide a brief summary of the frequency with which topics were discussed. For additional information on the nature of the comments made, and what other subjects were discussed in a particular Major Program Area, please see the list of "Big-Picture Ideas" Reported out of the Break Out Groups.

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY

Saturday, February 21, 2015

"Big-Picture Ideas" Reported out of Break-out Groups at 2/7/2015 Community Forum

Table.Idea #	Idea	Major Program Area
1.1	Comprehensive traffic and parking study including multi-modal transport; zip cars	Transportation & Transit
1.2	Recreation: community center; pocket park potential; under-served areas	Community Amenities & Services
1.3	Solar/sustainable energy: street lights; fund by developer	Environmental Leadership
2.1	Utility Users Tax awareness and outreach	Administration & Finance
186 2.2	Traffic signal alignments	Transportation & Transit
2.3	Capital improvement efficiencies: bonds and grants; water and street repair at same time	Public Infrastructure
3.1	Land Use Plan Updates: General Plan, Mission Street Specific Plan	Land Use & Economic Development
3.2	Kid-friendly stores, restaurants play-spaces ,etc.	Community Amenities & Services
3.3	Assistance for the homeless	Community Amenities & Services
4.1	Comprehensive traffic congestion and safety plan	Transportation & Transit
4.2	Economic development plan and its impact on City resources (parking, water, sewer)	Land Use & Economic Development
4.3	Development of new senior and community center and expansion of library	Community Amenities & Services

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

"Big-Picture Ideas" Reported out of Break-out Groups at 2/7/2015 Community Forum (Continued)

Table.Idea #	Idea	Major Program Area
5.1	See dog park through to conclusion as currently scoped and designed	Community Amenities & Services
5.2	Monterrey Road Diet: more area residents' input; in what way this would benefit residents	Transportation & Transit
5.3	More walkable City at night: lighting and sidewalk repair; promote pedestrian safety/signage/education	Public Infrastructure
6.1	Update General Plan & Mission Street Specific Plan	Land Use & Economic Development
187 6.2	Improved services for Seniors	Community Amenities & Services
6.3	Balancing multiple modes of travel (car, bikes, peds)	Transportation & Transit
A.1	Affordable senior housing - require developers to provide set percentage of units when development is over 20 units	Land Use & Economic Development
A.2	Create parking improvement district: provide parking for new & existing businesses for Mission West and Rialto/Downtown projects	Transportation & Transit
A.3	Online Smart Administration: forms access, ordinance access, fee & license payments, "paperless" forms in Planning & Building Dept.	Environmental Leadership
B.1	Focus on Disaster & Safety Program by: exploring new communications; involving community groups/orgs; connecting/sharing information; EOC; better coordination with schools	Public Safety & Disaster Preparedness
B.2	Address parking issues and alternative transportation to South Pas downtown and Gold Line	Transportation & Transit
B.3	Continue to develop small businesses that serve needs of community & greater intersection between public art and business attraction program	Land Use & Economic Development

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

"Big-Picture Ideas" Reported out of Break-out Groups at 2/7/2015 Community Forum (Continued)		
Table.Idea #	Idea	Major Program Area
C.1	General Plan Update with emphasis on Circulation Element	Land Use & Economic Development
C.2	Senior/Community Center Facility	Community Amenities & Services
C.3	Entries & major corridors: beautify, enhance & modernize with monument signs & landscaping	Public Infrastructure
D.1	Retain Utilities Users Tax	Community Amenities & Services
18 D.2	Better traffic control on Monterey Road: no bike lanes, road diets, turn lanes, or signals	Transportation & Transit
D.3	No condo or other development on School District lot. Library, Senior Center, and other users should be able to park there.	Land Use & Economic Development
E.1	Transportation: congestion: local bus; bike lanes; alternative transportation	Transportation & Transit
E.2	Water: infrastructure; recycled/gray water; self-reliance; work with regional agencies	Public Infrastructure
E.3	review public land uses: use of open space; playing fields; parking lots; golf course	Community Amenities & Services
F.1	Prioritize Community Center development.	Community Amenities & Services
F.2	Develop city-wide traffic study.	Transportation & Transit
F.3	Promote economic redevelopment in downtown area in a dynamic and focused way.	Land Use & Economic Development

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

"Big-Picture Ideas" Reported out of Break-out Groups at 2/7/2015 Community Forum (Continued)

Table.Idea #	Idea	Major Program Area
G.1	Citywide parking revenue generation study	Transportation & Transit
G.2	Encourage family-oriented evening amenities with wifi	Land Use & Economic Development
G.3	Citywide wayfinding signage program	Public Infrastructure

189

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

List of all Resident "Big-Picture Ideas" received at 2/7/2015 Community Forum

Source	Idea	Major Program Area	
Comment Card- Dr. Harry Lieberman	Combined and strengthened Neighborhood Watch and CERT programs	Public Safety & Disaster Preparedness	
Comment Card- Ite Laird	Fixing Aging infrastructure	Public Infrastructure	
Comment Card- Ite Laird	Building the South Pasadena Dog Park	Community Amenities & Services	
Table 1	Comprehensive Traffic and Parking Study: Multiple benefits; economic development issues; multi-modal to include walking & biking; look into bond measure to address problems quickly	Transportation & Transit	
190	Table 1	Recreation: community center; underserved area of Mission/Meridian; pocket park potential; quickly actionable to sprinkle pocket parks in community	Community Amenities & Services
	Table 1	Solar Development with new construction: fund by developer to contribute to solar infrastructure	Environmental Leadership
	Table 1	Senior loan program: to repair residential properties; incentivize senior property; community group to identify homes owned by seniors that are in disrepair & affecting neighborhoods; HGTV/OSH/Lowes sponsorship opportunity to complete	Land Use & Economic Development
	Table 2	Lease or purchase City vehicles?	Administration & Finance
Table 2	Outreach on benefits of Utility Users Tax: outreach for why it is good; Police Department and Fire Department; impacts all but school; media outreach; public forums - awareness	Administration & Finance	
Table 2	Synchronizing traffic signals along Fair Oaks and Fremont: entire stretch of street; working with Alhambra	Transportation & Transit	
Table 2	Homeless outreach : survey	Community Amenities & Services	
Table 2	710: news organizations; PR person; opposite editors supporting City's position	Transportation & Transit	

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

List of all Resident "Big-Picture Ideas" received at 2/7/2015 Community Forum

Source	Idea	Major Program Area
Table 2	Improve efficiency: replace sewer and sidewalk at same time; two for one; combined improvement projects save money	Public Infrastructure
Table 3	Infrastructure	Public Infrastructure
Table 3	Environmental leadership	Environmental Leadership
Table 3	Land Use plans updates	Land Use & Economic Development
Table 3	Kid friendly stores, restaurants, play spaces	Land Use & Economic Development
Table 3	Rialto theater reuse/ preservation	Land Use & Economic Development
Table 3	Small-town preservation	Land Use & Economic Development
Table 3	Community garden	Community Amenities & Services
191 Table 3	Homeless assistance	Community Amenities & Services
Table 4	Comprehensive traffic congestion and safety plan (bulb-outs, Monterey Road)	Transportation & Transit
Table 4	Parking needs for existing and future businesses	Transportation & Transit
Table 4	Economic Development plan and its impacts on City resources (parking, water, etc)	Land Use & Economic Development
Table 4	Development of new senior and community center and expansion of Library	Community Amenities & Services
Table 5	Monterey Road Diet: more public outreach needed; neighborhood input	Transportation & Transit
Table 5	See Dog park through to conclusion as currently scoped/ designed	Community Amenities & Services
Table 5	More walkable city at night: lighting and sidewalk replacement; promote pedestrian safety; signage; repair	Public Infrastructure
Table 5	Reduce expenses, Cut taxes	Administration & Finance
Table 5	Comprehensive traffic circulation strategy that also reduces volume on Fremont	Transportation & Transit
Table 5	Incentives that place a premium on work performance and efficiency	Administration & Finance
Table 6	Citywide Wi-Fi Utility	Community Amenities & Services
Table 6	Update General Plan and Update Mission Street Specific Plan	Land Use & Economic Development
Table 6	Parking Structure	Public Infrastructure
Table 6	Transportation for Seniors	Community Amenities & Services

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

List of all Resident "Big-Picture Ideas" received at 2/7/2015 Community Forum

Source	Idea	Major Program Area	
Table 6	Improved services for seniors: low cost housing	Community Amenities & Services	
Table 6	Increased Neighborhood Watch programs	Public Safety & Disaster Preparedness	
Table 6	Community outreach	Administration & Finance	
Table 6	Broad programming at Community Center	Community Amenities & Services	
Table 6	Balancing multiple modes of travel (car, bikes, pedestrians)	Transportation & Transit	
Table 6	Longer range infrastructure planning	Public Infrastructure	
Table 6	Re-evaluation of speed limits: e.g. Arroyo Drive	Transportation & Transit	
Table 6	Concern of recent robberies	Public Safety & Disaster Preparedness	
Table 6	Downtown Development standards	Land Use & Economic Development	
192	Table A	Green based smart administration: Strengthen organizational efficiency by providing more on-line forms; paying fees online; viewing City ordinances on-line	Environmental Leadership
	Table A	Affordable Housing: increase opportunities for affordable senior citizen housing; developers should be required to provide a certain number of units for senior housing (five or more units)	Land Use & Economic Development
	Table A	Create a parking improvement district/plan for Mission Street & Rialto Theater/Downtown	Transportation & Transit
	Table A	Strengthen the CERT program by increasing size and facilities of Emergency Command Center and providing emergency resources for Community	Public Safety & Disaster Preparedness
	Table A	Fund an update to the City's list of historic resources/properties	Land Use & Economic Development
Table B	Focus by City on Disaster & Safety program by: explore new communications; involve community groups/ orgs; connect/ share info; EOC; better coordination with schools	Public Safety & Disaster Preparedness	
Table B	Continue to develop small businesses that serve needs of community & greater intersection between public art and business attraction program	Land Use & Economic Development	
Table B	Address parking issues and access to South Pas downtown and Gold Line; encourage residents to get out of their vehicles by providing alternative modes such as shuttle system	Transportation & Transit	
Table C	General Plan update, emphasis on a new circulation element	Land Use & Economic Development	
Table C	Senior/ Community Facility project - priority push	Community Amenities & Services	

CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY
 Saturday, February 21, 2015

List of all Resident "Big-Picture Ideas" received at 2/7/2015 Community Forum

Source	Idea	Major Program Area
Table C	South Pasadena entrances: beautify and better signage; parkway beautification; standardized and modernized; monument signs	Public Infrastructure
Table D	Monterey Road: better traffic control; no bike lanes, no bike lanes, no road diet, no turn lanes, no signals	Transportation & Transit
Table D	No condo development or privatization of School District lot; Library users should be able to park there	Land Use & Economic Development
Table D	Traffic remediation on Fair Oaks, including revised on-ramp to 110	Transportation & Transit
Table D	Retain Utility Users Tax	Administration & Finance
Table D	Renew Library measure with C.P.I factor	Administration & Finance
Table D	City-wide Wi-Fi	Community Amenities & Services
Table D	Encourage owners of Rialto to share plans ASAP and allow for public input	Land Use & Economic Development
Table D	Continue with plans of Community Center and Senior Center	Community Amenities & Services
Table E	City-wide traffic: traffic light synchronization on Fair Oaks; Fair Oaks/I-110 traffic ramp; improvements	Transportation & Transit
Table E	Gray water system/ water conservation; rain water capture; extend gray water system to South Pasadena from Pasadena; self-sufficient for water	Environmental Leadership
Table E	Support for the arts: public art sculptures/ statues; use Rialto as catalyst for performing arts/film	Community Amenities & Services
Table E	Not enough playing fields/ re-evaluate use of existing facilities/ space	Community Amenities & Services
Table E	Light rail/ bus/ local trolley/ Gold Line Bus	Transportation & Transit
Table F	Prioritize community Center	Community Amenities & Services
Table F	City-wide parking and traffic study:	Transportation & Transit
Table F	Promote economic redevelopment in Downtown area in dynamic and focused way: work with building owners to promote local businesses (economic gardening); enhance small businesses; tax incentives for fixing historic store fronts; find ways to promote historical facades; increase walkability; revitalize downtown area; Mission Gap (empty stores); retail shops	Land Use & Economic Development

193

**CITY OF SOUTH PASADENA
2015-2016 STRATEGIC PLAN UPDATE SUMMARY**

Saturday, February 21, 2015

List of all Resident "Big-Picture Ideas" received at 2/7/2015 Community Forum

Source	Idea	Major Program Area
Table G	Integrated Neighborhood Watch-CERT program	Public Safety & Disaster Preparedness
Table G	Wayfinding Signage; location signage	Public Infrastructure
Table G	Parking- charging on Mission Street; revenue sources; specifically fund improvements in parking district; prevention of outside people from using street parking spaces around Gold Line	Transportation & Transit

194

City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 6, 2015
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Lucy Demirjian, Executive Assistant to the City Manager 
Christopher Castruita, Management Aide 
SUBJECT: **Fiscal Year 2014-15 Strategic Plan Quarterly Update**

Recommendation

It is recommended that the City Council receive and file the third quarter update of the Fiscal Year (FY) 2014-15 Strategic Plan.

Fiscal Impact

There is no fiscal impact with the approval of this report.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Strategic Planning is the opportunity for policy makers to define which policies, programs, projects and issues are the City's highest priorities during the coming year, and what priorities the staff should be focusing on over and above normal operations of the City. Strategic Planning sessions are held prior to the formulation of the City's annual budget so that it reflects priorities identified in the Strategic Plan. The City Council and Management conducted a Strategic Planning session on February 8, 2014, to revise the City's three-year goals (2014-2016) goals and set objectives for the upcoming fiscal year.

The resulting Strategic Plan detailing the goals and objectives identified was summarized in a presentation to Council on June 18, 2014. Objectives were assigned to Management staff member(s) and incorporated into their department work plan. Each objective was also assigned projected completion dates. Staff ensured the established goals and objectives were reflected in the fiscal year budget.

Staff monitors the progress toward achieving the objectives and reports to Council on a quarterly basis. Quarterly reports, for the periods of July through September 2014 and October through December 2015, respectively were presented to Council on November 5, 2014 and January 21, 2015.

Analysis

The purpose of quarterly reports is to update Council on the status of those initiatives that are key to achievement of the strategic goals and objectives set out in the City's Strategic Plan. The third quarter report provides updates from January through March 2015. These reports are not meant to be a complete description of the work performed by City staff during the quarter. Staff is also engaged in delivering core services and participating in other significant initiatives.

The status of each objective is indicated in the report. Modifications to objectives are noted to reflect whether any changes in scope, resources or timelines have occurred since Council was last updated.

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

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

Attachment: FY 2014-15 Strategic Plan – Quarter 3 Update

**CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN**

Quarter 3 UPDATE

**CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
July 1, 2014 – June 30, 2015**

**THREE-YEAR GOAL: *ELIMINATE THE 710 FREEWAY TUNNEL AND PROMOTE MULTI-MODAL
TRANSPORTATION***

Objectives to be Completed in FY2014-15

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1 197	6-30-15	Margaret Lin	Hire consultants to perform a comparative economic study regarding the benefits of the tunnel and light rail alternatives and develop a comprehensive subregional transportation plan as a more efficient and cost-effective way to improve mobility in the region		X	X	Deliverables are expected in May 2015.
2.	6-30-15	Margaret Lin	Comment on the Environmental Impact Report (EIR)		X		5-Cities Alliance awarded contracts to Nelson/ Nygaard (Transportation), Mestre (Geotechnical/Hydrological), & Shute, Mihaly & Weinberger (Legal). City and 5-Cities Alliance comment letters will be submitted prior to 7-6-15 deadline.
3.	6-30-15	Margaret Lin	Monitor implementation of SB 416 to sell Caltrans properties		X		The City Council authorized a comment letter regarding the proposed regulations of the Affordable Sales Program on March 18, 2015. City staff continues to work with Caltrans tenants as the process moves forward to ensure they are being heard and final regulations are approved. .

**CITY OF SOUTH PASADENA
 FY 2014-15 STRATEGIC PLAN**

Quarter 3 UPDATE

4.	To Be Determined	Margaret Lin, Sergio Gonzalez, Lucy Kbjian, Christopher Castruita	Develop and implement a promotional video and public relations campaign to advance multi-modal advantages			X	Council decided to pursue other strategies at this time.
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198

**CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
Quarter 3 UPDATE**

**CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
July 1, 2014 – June 30, 2015**

THREE-YEAR GOAL: *CONTINUE TO IMPROVE CITY INFRASTRUCTURE AND FACILITIES*

Objectives to be Completed in FY2014-15							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	3-31-15	Paul Toor	Develop and implement a Five-Year Capital Improvement Program			X	CIP was considered at 4-29-15 Budget Study Session. Additional updates will be rolled into the FY15-16 Strategic Plan.
2.	6-30-15	Paul Toor	Develop a priority list for sidewalk and street repairs by funding and implementing a Pavement Management Index		X	X	Pavement Management System presented to Public Works Commission on 3-11-15.
3.	6-30-15	<u>Margaret Lin,</u> <u>Lucy Demirjian</u> Hilary Straus Lead for Assessment; Sheila Pautsch – Lead for 1&2; Paul Toor – Lead for 3, Arthur Miller & James Frawley/ Paul Riddle	Develop and conduct an assessment for all City facilities; Remodel/Construction plans for prioritized projects: 1. Community Center 2. Banquet facility at Golf Course 3. Evaluate Existing City Facilities (Energy Efficiency, Parking, and Public Safety)		X	X	Feasibility study for the Community Center process is currently at midpoint. City Council to decide on final concept option for final site plan, building elevations, cost estimates, & funding strategies in Fall 2015. Banquet facility study is in early concept phase. In April, the City Council formed a Renewable Energy Committee, to work with the Council Ad-Hoc Facilities Committee to identify energy efficiency opportunities in any facility remodel project identified.

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 3 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: CONTINUE TO STRENGTHEN THE CITY'S FINANCIAL POSITION, ORGANIZATIONAL EFFECTIVENESS, AND SERVICE LEVELS

Objectives to be Completed in FY2014-15

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1. 200	6-30-15	Margaret Lin Hilary Straus (Lead for IT, Library, Risk Mgt., & PWA), Mariam Lee Ko, Lucy Demirjian (Lead for IT, Risk Mgt.) Sergio Gonzalez (Lead for Fire) James Frawley, David Batt, & Paul Toor,	Complete existing operational studies to enhance customer service: <ul style="list-style-type: none"> • Library • Risk Management • Information Technology • Fire Command • Public Works 			X	Risk Management study completed. Fire Command study completed. Public Works study completed. City transitioning to new IT provider, Acorn Technology Corporation. During FY2015-16, staff will continue to assess services from both staffing & cost perspectives, with additional recommendations forthcoming. Soliciting proposals to update & complete Library study. Expected completion in FY2015-16.
2.	4-31-15 6-30-15	David Batt (Lead), Pearl Lieu, Hilary Straus	Complete Financial Forecasting Plan: <ul style="list-style-type: none"> • Cash Flow model • Financial indicators 		X	X	Cash Flow model completed. Financial indicators to be completed by 6-30-15.
3.	7-31-14	Arthur Miller Paul Riddle	Implement Neighborhood Watch and Community Emergency Response Team Programs	X			Total of 61 neighborhood watch programs, 4 of which are new. First two CERT class graduated on 10-25-14 and 3-7-15. Staff recommending funds for FY15-16 in an account within Fire Department budget.

**CITY OF SOUTH PASADENA
 FY 2014-15 STRATEGIC PLAN**

Quarter 3 UPDATE

4.	2-28-15 <u>6-30-15</u>	Paul Toor (Lead), Arthur Miller, James Frawley	Develop and implement a Maintenance and Replacement Schedule for key capital equipment, City fleet, & evaluate the potential for transitioning to alternative fuel			X	Inventory list has been completed. Replacement schedule to be developed.
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201

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 3 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: PROMOTE APPROPRIATE LOCAL ECONOMIC GROWTH

Objectives to be Completed in FY2014-15

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	7-1-15	David Watkins (Lead), Margaret Lin	<u>Initiate a focused General Plan Update</u> <ul style="list-style-type: none"> If a Metro grant for MSSP is awarded, revise the budget for the GP Update as part of budget process. If a Metro grant for MSSP is not awarded, provide an update budget which reflects updated General Plan fee funds as part of budget process. <u>Mission Street Specific Plan</u> <ul style="list-style-type: none"> Pending Metro action on a grant application 			X	Council provided direction on 3-18-15 to update the General Plan and MSSP concurrently. These updates will be rolled into the FY15-16 Strategic Plan.
2.	12-30-14	Sergio Gonzalez (Lead), Chamber of Commerce	Develop and implement a proactive Business Attraction Program: <ul style="list-style-type: none"> Marketing materials, including data and inventory Focal point of contact – City Hall 	X			Contract amendment approved for use of BIT funds on 9-17-14, whereby the Chamber will take the lead on an “Economic Gardening” project by a consultant. Look at which existing businesses are poised for growth, those that are successful outside the City and wish to relocate to South Pasadena, & businesses owned by local residents outside of South Pasadena that would be willing to relocate them to South Pasadena. “Red Carpet” team composition now in place.

**CITY OF SOUTH PASADENA
 FY 2014-15 STRATEGIC PLAN**

Quarter 3 UPDATE

3.	10-31-14	Sergio Gonzalez (Lead), David Watkins, Arthur Miller	Enhance local land use control: <ul style="list-style-type: none"> • Sunset SB 731 • Contain the impact of massage establishments and prevent further proliferation 	X			AB 1147 went into effect on 1-1-15. City staff, along with the Council Ad Hoc Committee & the City Attorney will be working on a new ordinance that includes language reflecting the return of local control, & will come to City Council at a future date to consider adopting & lifting the current moratorium.
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203

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 3 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: ENHANCE THE CITY'S HEALTHY NATURAL AND BUILT ENVIRONMENT

Objectives to be Completed in FY2014-15							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	10-1-15	Paul Toor	Secure funding and begin construction of the Arroyo Seco Bicycle/Pedestrian Path			X	Awarded \$250,000 grant from Supervisor Antonovich's Office. Council discussed phasing project and will carry over into FY15-16 Strategic Plan.
2.	6-30-15	Margaret Lin (Lead), Paul Toor	Implement and promote a Bicycle Master Plan in downtown		X		Bicycle parking & Sharrow program currently being developed.
3.	12-31-14	Paul Toor (Lead), Debby Figoni	Develop and implement a five-year plan to plant a tree a day to rejuvenate the City's urban forest	X			Council approved a budget of \$200,000 to assist in this effort for FY2014-15. Implementation in process.