



**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 20, 2015, at 6:30 p.m.**

**City Council**

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

**Councilmembers**

Michael A. Cacciotti; Marina Khubesrian, M.D.; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager  
Evelyn G. Zneimer, City Clerk  
Sally Kilby, Interim Chief Deputy City Clerk  
Teresa L. Highsmith, City Attorney

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

<b>Closed Session Agenda</b>	<b>Description</b>
1. Roll Call	Mayor Joe, Councilmembers Cacciotti, Khubesrian, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session item only
3. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4)  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.*

05/14/2015  
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 20, 2015, at 7:30 p.m.**

**City Council**

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

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

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

*In order to address the City Council, please complete a Public Comment Card.  
Time allotted per speaker: 3 minutes.  
No agenda item may be taken after 11:00 p.m.*

**Presentations and Announcements**

Roll Call, Invocation\* (Mayor Pro Tem Mahmud)

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. Police Department Promotional Badge Pinning Ceremony of Brian Solinsky, Police Captain
3. Presentation of a Certificate of Appreciation to Scott Feldmann, Former CEO/President, South Pasadena Chamber of Commerce, for 11 years of service to the South Pasadena community
4. Councilmembers' Comments
5. City Manager Communications
6. 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**

7. Approval of the minutes of the Special City Council Meeting of April 29, 2015 and Regular City Council Meeting of May 6, 2015
8. Discretionary fund request from Mayor Joe in the amount of \$800 for the purpose of acquiring a Leo Politi Sculpture
9. Professional auditing services agreement with Moss, Levy & Hartzheim, LLP
10. Award of contract to Premier Carpet for the Library Carpet Replacement Project
11. Award of contract to Graphic Electric, Inc. for the Eddie House Park Electrical Wiring Project
12. Award of contract to Historic Resources Group for a historic resources survey and inventory of addresses survey update
13. Purchase of a 2016 Ford F250 regular cab CNG service truck
14. Approval of an agreement with Time Warner Cable for Point-to-Point Ethernet Services

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

15. Approval of prepaid warrants in the amount of \$472,304.39, General City warrants in the amount of \$812,156.83, and payroll in the amount of \$464,421.04
16. Monthly investment reports for March 2015

### **Public Comments and Suggestions**

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

### **Public Hearing**

17. Adoption of an urgency ordinance amending South Pasadena Municipal Code Chapter 23 Stormwater and Urban Runoff Pollution Control, to impose rainwater Low Impact Development (LID) Strategies

### **Action/Discussion**

18. Resolution adopting Green Streets Policy for design of street improvement projects
19. Direction regarding proposed budget expenditures for Fiscal Year 2015-16

### **Adjournment**

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

Wednesday, June 3, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, June 17, 2015	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, July 1, 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](http://www.southpasadenaca.gov/citycouncilmeetings)

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

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

**Accommodations**



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05/14/2015

Date

Desiree Jimenez, Deputy City Clerk

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THE CITY OF SOUTH PASADENA EXPRESSES

# APPRECIATION



**Scott Feldmann**

Former CEO/President, City of South Pasadena Chamber of Commerce

In appreciation of a longstanding and dedicated commitment to connecting the City of South Pasadena's Chamber of Commerce, business district, and community through vision and passion, and for such invaluable selfless efforts as contributing to the revitalization of the Rialto Theatre, promoting the arts through the Arts Crawl and the Eclectic Music Festival, while enhancing the economic vitality, diversity, and enrichment of the South Pasadena community

Dated this 20<sup>th</sup> day of May, 2015

Robert S. Joe, Mayor

Evelyn G. Zneimer, City Clerk



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**MINUTES OF THE SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF SOUTH PASADENA CONVENED  
THIS 29<sup>th</sup> DAY OF APRIL 2015, AT 6:00 P.M.  
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS  
1424 MISSION STREET**

**1. ROLL CALL**

Mayor Joe convened the Special Meeting of the South Pasadena City Council at 6:08 p.m.

Present were City Councilmembers Cacciotti, Khubesrian, and Schneider; Mayor Pro Tem Mahmud; and Mayor Joe.

Absent: None.

Other Officials and staff present: City Manager Gonzalez; Finance Director Batt; Assistant Finance Director Lieu; Planning and Building Director Watkins; Community Services Director Pautsch; Deputy Fire Chief Riddle; Police Captain Neff; Public Works Director Toor; Deputy Public Works Director Furukawa; Director of Library, Arts, and Culture Fjeldsted; Human Resources Manager Ko; Principal Management Analyst Lin; Executive Assistant Demirjian; Interim Chief Deputy City Clerk Kilby; and Deputy City Clerk Jimenez.

**PLEDGE OF ALLEGIANCE**

Interim Chief Deputy City Clerk Kilby offered the Pledge of Allegiance.

The Special Meeting was held to conduct a Budget Study Session (Session). Mayor Joe made introductory remarks about the purpose of the Session, and stated that no final decision will be made tonight and that the City Council will have at least two more opportunities to look closely at the proposed Fiscal Year (FY) 2015-16 Budget. He invited the City Councilmembers to ask questions after each subject area. He indicated that Public Comment will be taken after the presentation and after the City Council has had a chance to ask staff questions.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

## 2. PUBLIC COMMENTS

Mayor Joe said that several individuals in the audience would like to make comments prior to the presentation due to time commitments. With no objection from the Councilmembers, he opened the Public Comments section.

Stephen Glazer, Business Consultant, mvpchannel.net, said mvpchannel.net produces high school sports videos in the Cities of Alhambra and South Pasadena (City), which can be used to promote the City. He was following up on his request made to the City Council at the March 18, 2015, Regular City Council Meeting. Business Consultant Glazer was seeking financial support from the South Pasadena business community and the City.

Shannon Roddy, South Pasadena Resident, and Member, Friends of South Pasadena Dog Park, expressed appreciation to the City for its support for a dog park. He described the benefits of having a dog park and requested that sufficient funds be allocated to allow the Park to be completed. The group's priorities are: 1) Durable and quality turf; 2) Lighting after certain hours; and 3) A double-gated entry system.

Richard Tom, Member, South Pasadena Community Garden Committee (SPCGC), and several other SPCGC members appeared as a group at the podium. Committee Member Tom thanked the City Council for its support of the South Pasadena Community Garden (Community Garden) and provided a status report. He stated more than 60 volunteers helped build the Community Garden beds last week in three hours. Michelle Hammond, Chair, SPCGC, provided a report on the fundraising efforts of the SPCGC, stating that almost \$18,000 had been raised. She responded to Councilmembers' questions, noting that the Community Demonstration Garden is incomplete and that additional funding is needed.

Kathleen Tarr, South Pasadena Resident, urged the City Council to consider offering subsidies to install individual water meters for multi-family dwellings.

Mary Urquhart, Vice-Chair, Public Safety Commission, thanked the City Council for its support of the Emergency Operations Center budget for the upcoming year. She discussed the City's Community Emergency Response Team (CERT) and Neighborhood Watch Programs. She acknowledged the City Council's efforts in making the City safer.

Kim Hughes, Chair, Natural Resources and Environmental Commission, expressed appreciation for funds set aside for the urban forest. She cautioned against planting new trees during the current drought and requested additional funding to support Senior Management Analyst. In response to Councilmember Schneider's question about residents being contacted by unscrupulous companies who offer to remove turf, Chair

Hughes recommended that residents contact Senior Management Analyst Figoni. Councilmember Schneider asked if various vendors could be vetted.

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

### **3. DISCUSSION AND DIRECTION REGARDING THE FY 2015-16 CITY BUDGET**

City Manager Gonzalez presented the staff report, which included a PowerPoint Presentation, and responded to Councilmembers' questions. He said that although the current financial picture is stable, due to unanticipated California Public Employees' Retirement System (CalPERS) costs for retirees, the financial picture will worsen in FY 2015-16. Therefore, numerous cutbacks are being recommended for the upcoming fiscal year.

Councilmember Cacciotti left the Special Meeting at 8:06 p.m. to attend a nearby meeting of the U.S. Corps of Engineers on the restoration of the Arroyo Seco Watershed. He returned at 8:32 p.m.

The City Council made the following recommendations for the FY 2015-16 Budget:

Mayor Pro Tem Mahmud requested the following: 1) A review of the list of proposed streets scheduled for repair in FY 2015-16; 2) An evaluation of the condition of Grevelia Street and a recommendation that street repairs focus on arterials; 3) In regard to the Community Garden, that Park Impact Fees be utilized instead of water conservation funds; and 4) To have the General Plan Update completed sooner than its scheduled timeframe and for less money (perhaps \$400,000). She recommended allocating funds for a parking study in the upcoming Budget. Mayor Pro Tem Mahmud indicated support for the following: 1) A five-year Street Improvement Program; 2) Community fundraising for the Dog Park; 3) The South Pasadena Chamber of Commerce's request for an increase in Business Improvement Tax (BIT) funds; and 4) Adding \$100,000 per year to the Emergency Operations Center (EOC) Designated Reserves. She opposed allocating funds to the Tree Replacement Fund. Mayor Pro Tem Mahmud inquired about the South Pasadena Public Library (Library) Information Technology (IT) upgrade; City Manager Gonzalez responded that when a Library IT evaluation has been completed, the City could consider using undesignated reserves.

Councilmember Cacciotti requested a study be conducted about the possibility of installing a "cycle way" on El Centro Street, seconded by Councilmember Khubesrian. He emphasized implementing the City's Low-Emission Vehicle Purchasing Policy when purchasing new Police Department vehicles. He said that hybrids are obsolete and plug-in hybrids or electric vehicles are preferable. Councilmember Cacciotti recommended adding amounts to many of the existing Reserve Funds, such as the following:

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1) Maintenance Yard/Community Center in the amount of \$50,000; 2) The EOC in the amount of \$50,000 to \$100,000; 3) Library Expansion in the amount of \$50,000; and 4) Tree Replacement/Management in the amount of \$25,000 to \$50,000.

Councilmember Schneider recommended that an inventory of dead trees be conducted and that \$150,000 to \$200,000 be allocated to the Tree Replacement/Management Designated Reserve Fund. He advised that \$65,000 per year be put aside for Fire Department vehicles. He indicated support for the following: 1) To allocate \$100,000 per year for the next two years to EOC Designated Reserves, which will permit the EOC to be completed; and 2) The Public Works Commission's recommendation to research the following forms of street improvement funding options: General Obligation Bonds and a Special Assessment District.

Councilmember Khubesrian asked that the proposal for the Community Demonstration Garden be brought to the City Council at the May 20, 2015, or June 3, 2015, City Council Meeting. She indicated support for the alternative funding options for street repair and asked that this be brought back to an upcoming City Council Meeting. She acknowledged the efforts of staff to prepare the Budget presentation. She said staff incorporated input from the community that was provided during the Strategic Planning sessions. As a result, she indicated support in financing such community requests as the Dog Park and the Community Center.

Mayor Joe opened the Public Comments section.

Carrie Adrian, South Pasadena Resident, in regard to reserves, said the City can never have enough reserves. She expressed appreciation for the City's tight budget in light of unanticipated costs. Resident Adrian stated it did not make sense to rebuild Grevelia Street for another two years due to trucks traversing the Street during reconstruction of the Garfield Reservoir. Although she indicated support for researching alternative ways of funding street repair, she stated the City must make certain it can handle the cash flow. First, the City must deal with the Utility Users Tax. She acknowledged the efforts of City Manager Gonzalez and Finance Director Batt in preparing the Budget presentation.

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

Discussion continued. Recommendations of specific Councilmembers for the FY 2015-16 Budget are summarized above.

Mayor Joe adjourned the Special Meeting of the South Pasadena City Council at 8:53 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor

Minutes approved by the South Pasadena City Council on May 20, 2015.



**MINUTES OF THE REGULAR MEETING OF THE  
JOINT CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/  
PUBLIC FINANCING AUTHORITY  
OF THE CITY OF SOUTH PASADENA CONVENED  
THIS 6<sup>TH</sup> DAY OF MAY 2015, AT 7:30 P.M.  
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS  
1424 MISSION STREET**

**ROLL CALL**

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

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

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; Deputy City Attorney/Agency/Authority Counsel Summers; Interim Chief Deputy City Clerk/Interim Chief Deputy Agency/Interim Chief Deputy Authority Secretary Kilby; City Clerk Zneimer; Police Chief Miller; Acting Police Captain Solinsky; Police Officer Holland; Deputy Fire Chief Riddle; Finance Director Batt; Public Works Director Toor; Planning and Building Director Watkins; Director of Library, Arts, and Culture Fjeldsted; Community Services Director Pautsch; Principal Management Analyst Lin; Executive Assistant Demirjian; and Management Aide Castruita.

**INVOCATION**

Councilmember Cacciotti presented the invocation.

**PLEDGE OF ALLEGIANCE**

Boy Scout Troop 139 led the Pledge of Allegiance.

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**1. CLOSED SESSION ANNOUNCEMENTS**

Mayor Joe called the Closed Session of the Regular Meeting of the City Council of May 6, 2015, to order at 6:35 p.m., and all Councilmembers were present, with Councilmember Cacciotti arriving at 6:48 p.m. The meeting convened into Closed Session to discuss the following item as listed on the Closed Session Regular Meeting Agenda:

3. Conference with Legal Counsel – Initiation of Litigation  
Pursuant to Government Code Section 54956.9 (d)(4)

Deputy City Attorney Summers announced that the City met in Closed Session regarding potential initiation of one item of litigation. Direction was provided to outside counsel; however, no reportable action was taken.

**2. PRESENTATION OF A PROCLAMATION DECLARING MAY 17-23, 2015, AS “PUBLIC WORKS WEEK” IN THE CITY OF SOUTH PASADENA**

Mayor Joe introduced Public Works Director Toor, who introduced four members of the Field Operation Staff of the Public Works Department and described their scope of work. Mayor Joe presented a Proclamation declaring May 17-23, 2015, as “Public Works Week” in the City of South Pasadena (City) to Public Works Director Toor, Public Works Operation Manager Nevarez, Facilities Maintenance Supervisor Brard, Street Supervisor Munoz, and Acting Parks Supervisor Maravilla. Mayor Joe expressed appreciation to the Public Works employees for their outstanding efforts.

**3. PRESENTATION OF A PROCLAMATION DECLARING MAY 2015, AS “NATIONAL BIKE MONTH” IN THE CITY OF SOUTH PASADENA**

Mayor Joe introduced Police Chief Miller, who presented a video on bicycle safety laws prepared by the South Pasadena Police Department in conjunction with a local production company. Mayor Joe presented a Proclamation declaring May 2015, as “National Bike Month” in the City to Claudia Morales and Nancy Verdin, Representatives, BikeSGV, Police Chief Miller, and Police Officer Holland. Representative Morales announced bike safety classes, “Bike to Work Week,” and “Bike to Work Day” May 14, 2015. Police Chief Miller and Police Officer Holland responded to Councilmembers’ questions on bike safety.

**4. PRESENTATION OF A PROCLAMATION DECLARING MAY 2015, AS “NATIONAL PRESERVATION MONTH” IN THE CITY OF SOUTH PASADENA**

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Mayor Joe presented a Proclamation declaring May 2015, as “National Preservation Month” in the City to Odom Stamps, President, South Pasadena Preservation Foundation (SPPF). President Stamps announced that the upcoming annual meeting of SPPF will be held June 6, 2015, at the historic Rialto Theatre.

## **5. COUNCILMEMBERS’ COMMENTS**

Councilmember Khubesrian emphasized the importance of a well-rounded life to bring wholeness to a person, and she expressed appreciation that activities encouraging this are part of the school experience for youth. She reported on the following events: 1) The Eclectic Music Festival, which featured 40 acts on seven stages and a birdhouse design contest for adults and children; 2) The South Pasadena Community Garden (Community Garden) Ribbon Cutting Ceremony, for which she acknowledged efforts of Community Service Director Pautsch; and 3) The SPPF dinner and tour of historic homes. Councilmember Khubesrian requested that an item be added to a future City Council Meeting agenda to consider researching the possibility of investing in socially conscious investments, seconded by Councilmember Cacciotti. She said that this has been discussed by the Finance Committee as they are seeking further direction from the City Council. She announced an upcoming meeting on the Environmental Impact Report/Environmental Impact Study on the proposed State Route 710 (SR-71) North Extension.

Councilmember Cacciotti requested that the City Manager assign staff to the task of applying for various grants available soon from the South Coast Air Quality Management District, seconded by Mayor Pro Tem Mahmud. He displayed PowerPoint photographs of the recent Free Mulch and Compost Giveaway and introduced Robert Yan, Scoutmaster, Boy Scout Troop 139 (Troop), and eight of the ten Scouts who volunteered at the event. Scoutmaster Yan provided information about the Troop, and each Scout introduced himself. Councilmember Cacciotti introduced Maynor Ramos, Branch Manager, TruGreen LandCare, the City’s landscape maintenance vendor. Branch Manager Ramos said that TruGreen LandCare donated the mulch and made remarks about the contribution made by the Scouts; he said Maggie Gomez, Account Manager, TruGreen LandCare, was also present. Councilmember Cacciotti expressed appreciation to Athens Services.

Councilmember Schneider had no comments.

Mayor Pro Tem Mahmud reported on the following items: 1) A meeting of the San Gabriel Valley Council of Governments’ Transportation Committee; 2) The Stage 2 Water Drought Restrictions in the City, which should assist the City in meeting the required 17 percent savings in water usage mandated by the State Water Resources Control Board; 3) The South Pasadena Beautiful Garden Tour; 4) The Rotary Club’s “Taste of South Pasadena” event; and 5) The grand opening of the Community Garden,

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

which she illustrated with PowerPoint slides. She recognized Orchard Supply Hardware, which donated \$5,000 and provided discounts on supplies.

Mayor Joe acknowledged Mayor Pro Tem Mahmud, whose efforts were responsible for the opening of the Community Garden. He reported on the following, accompanied by PowerPoint slides: 1) Attendance with City Manager Gonzalez at the Los Angeles County Quarterly Mayors' Regional Meeting hosted by Eric Garcetti, Mayor, City of Los Angeles, where the topics of stormwater urban runoff, homelessness, and drought were discussed; 2) The Marengo Elementary School's Fifth Grade Graduating Class Picture with the South Pasadena Fire Department and Fire Engine; and 3) The annual Be Kind to Animals Art Awards Ceremony that recognized children who created drawings, art work, and poems representing kindness and humane treatment to animals, including pets and wildlife. He requested that an item be added to the next City Council Meeting agenda to allocate \$800 of his Fiscal Year (FY) 2014-15 discretionary funds toward the purchase of the Leo Politi sculpture, seconded by Councilmember Khubesrian.

## **6. CITY MANAGER COMMUNICATIONS**

City Manager Gonzalez announced the following events: 1) A Groundbreaking Ceremony for the City's largest infrastructure project in the City's history, the reconstruction of the Garfield Reservoir, on May 13, 2015, at 8:30 a.m.; and 2) A Special City Council Meeting Study Session on the proposed SR-710 North Extension to address how the proposed alternatives affect the City, which will be held on May 13, 2015, at 6:30 p.m., at the South Pasadena Middle School Auditorium.

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

None.

## **CONSENT CALENDAR**

Mayor Pro Tem Mahmud requested that Item No. 9 be removed from the Consent Calendar for separate consideration.

City Manager Gonzalez requested that Item No. 12 be pulled from tonight's agenda and brought back at a future City Council Meeting.

**MOTION:** M/S Khubesrian/Cacciotti to approve Consent Calendar Item Nos. 8, 10, 11, and 13, and including Prepaid Warrants #188018-188095 in the amount of \$823,248.65, General City Warrants #188096-188268 in the amount of \$1,211,399.79, and Payroll 04-24-15 in the amount of \$444,836.46, totaling \$2,479,484.90; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$9,544.52 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

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

The Consent Calendar consisted of the following items:

- 8. APPROVAL OF THE MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF APRIL 22, 2015**
- 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 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**

*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**

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

- 9. ADOPTION OF RESOLUTION AUTHORIZING SIGNATORIES ON THE RISK MANAGEMENT CUSTODIAL BANK ACCOUNT FOR GENERAL LIABILITY CLAIMS ADMINISTRATION**

Mayor Pro Tem Mahmud recommended that changes be made to the proposed Resolution, which are reflected in a revised resolution provided to the City Council as an additional document. The changes identify with specificity what the appropriate and applicable claim settlement authority for each of the individuals who are identified as having signatory authority on the City's bank account. This will protect the City from the banks' potential erroneous reliance on an unauthorized signature for disbursement of an amount in excess of that signatory's authorized capacity. She responded to questions. Deputy City Attorney Summers verified that the proposed resolution, with the recommended changes, could be approved at tonight's meeting. He said the revisions add a specific set of tiers of approval authority for varying levels of amounts, depending on who the individual is. He said the change is sensible and will provide protection for the City in ensuring that a small claim can be easily processed below \$2,500; claims in the amount of \$2,501 to \$25,000 can be processed with appropriate oversight, but without requiring approval by the City Council; and that claims over \$25,000 must be approved

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

by the City Council. This will also protect from potential errors or irregularities at the bank. In response to Councilmember Khubesrian's question regarding additional steps that may be required by staff, Finance Director Batt stated the change clarifies approval authority and indicated support for Mayor Pro Tem Mahmud's recommended change.

**MOTION:** M/S Khubesrian/Mahmud to adopt the accompanying resolution, with aforementioned revisions, 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. By roll call vote, the motion passed unanimously. Absent: None.

## **12. APPROVAL OF AN AGREEMENT WITH TIME WARNER CABLE FOR POINT-TO-POINT ETHERNET SERVICES**

Mayor Joe announced that Item No. 12 will be rescheduled for a future City Council Meeting per a request from City Manager Gonzalez.

### **PUBLIC COMMENTS**

Mayor Joe opened the Public Comments section.

Phil Drachman, Property Owner of 617-627 Charter Oak Street, introduced Michael Gutierrez, Tenant, who will address a noise abatement issue generated by a resident on Magnolia Street. Tenant Gutierrez, 619 Charter Oak Street, said he represents nine neighbors in their efforts to address an unusual noise disturbance from a neighbor for the past nine months. He said that type of noise falls under the South Pasadena Municipal Code (SPMC) Section 19A.23 Prohibition of Noise. He said a teenage boy in the backyard of 626 Magnolia Street is hitting a baseball into a hanging canvas sheet, which is resulting in loud, repetitive thuds. He said the Police Department and City Code Enforcement Division have been contacted. He read from a letter sent to the City Council and played a recording of the repetitive sound. Mayor Joe, seconded by Councilmember Cacciotti, requested staff to look into the matter and return with a report as to what is needed from the City.

Stephen Glazer, Business Consultant, mvpchannel.net, stated the company has produced approximately 40 sports videos in the City that showcase and enhance the City and requested that the City subsidize this service. Mayor Joe requested that City Manager Gonzalez contact the South Pasadena Unified School District about its involvement with this service.

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

The following residents provided public comment about a construction Project (Project) at 820 Mission Street (former Abbott Laboratories), adjacent to their residences:

Michael Culross, South Pasadena Resident, expressed concern regarding the fact that the drawings of the Project never depicted the scale of the Project in relation to the surrounding properties, and that the Project will degrade the quality of life for the neighbors.

Amy Santa Cruz, Owner, 821 Magnolia Street, stated the following: 1) Extensive swimming pool filter re-cleaning and purchase of a new motor have been necessary due to dust from the construction; 2) It is questionable as to whether the historical value of the home will be maintained; 3) Two palm trees on the property were removed without permission by the developer; and 4) The Contractor has not complied with permitted construction hours.

Jaime Garner, Tenant, said there is blatant disregard of the SPMC. She has made repeated complaints about noncompliance with permitted construction hours. Councilmember Cacciotti confirmed the facts as stated by the residents in regard to construction hours. Mayor Joe and Councilmember Cacciotti requested that the issues raised by residents be investigated by staff.

Bee Simpson, South Pasadena Resident, expressed appreciation to the City Council for its efforts in recognizing the "Be Kind to Animals Week" event. She provided a brief history of the City's Animal Commission. Resident Simpson expressed dissatisfaction with the South Pasadena Public Library (Library) Community Room's sound system, and encouraged the City Council to look into remedying this. Mayor Joe said that evaluating the facility's sound system is in the proposed Budget for the FY 2015-16.

Laurie Wheeler, Interim Executive Director, South Pasadena Chamber of Commerce, invited everyone to the South Pasadena Farmers' Market to participate in a free bike clinic on "Bike to Work Day" on May 14, 2015.

Jeannette Martello, M.D., South Pasadena Resident, in regard to the Project at 820 Mission Street referred to above, distributed packets to the City Council and collected them following her comments. She said that she and her parents have sued Intracorp, the developer, in state and federal court due to property the Developer has stolen from her parents. She provided an explanation of the issue, referring to a boundary between 712 Orange Grove Avenue (their property) and the development at 820 Mission Street. She said the Developer has destroyed a fence and damaged a tree and little support has been rendered by the City. Mayor Joe stated that the City Council cannot discuss the topic since it is not an item on tonight's City Council Meeting agenda.

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Carrie Adrian, South Pasadena Resident, announced that the 2015 Special Olympics Summer Games needs volunteers for the event who can serve as translators in Arabic. She indicated she has volunteered to serve as a Spanish-language translator.

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

## **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**

Public Works Director Toor presented the staff report, stating that this is a work in progress and should be continued to the next Regular City Council Meeting once the Public Hearing is opened. A presentation about the program will be given at that time, and the ordinance will be introduced for the first reading. At the same time, he said the City's Green Street policy will be presented.

Mayor Joe opened the Public Hearing and was advised by Deputy City Attorney Summers to leave the Public Hearing open and continue it to the next Regular City Council Meeting.

**MOTION:** M/S Cacciotti/Khubesrian to continue the Public Hearing (on amending the 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) to the next regularly scheduled City Council meeting on May 20, 2015, and to direct staff to bring the proposed ordinance for first reading at that time. By roll call vote, the motion passed unanimously. Absent: None.

## **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**

City Manager Gonzalez presented the staff report on the initiative petition to repeal the Utility Users Tax (UUT). There were no questions from Councilmembers.

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

Mayor Joe opened the Public Comments section.

Carrie Adrian, South Pasadena Resident, indicated support for continuing the UUT. She said it was voted in by voters because of what it provides residents in terms of the quality of life. She said she was encouraged by legal counsel's presentation at the April 22, 2015, Special City Council Meeting as to the constitutionality of the petition. She said citizens have the right to vote in taxes. She further encouraged the City Council to adopt the proposed resolution.

Bee Simpson, South Pasadena Resident, asked for clarification as to the unconstitutionality of the submitted initiative petition.

As requested by Mayor Joe, Deputy City Attorney Summers responded: The proposed initiative petition is unconstitutional because of fundamental defects that could not be cured. First, it takes away the power of future City Councils to adopt taxes, adopt fees, or impose assessments, which violates California Constitution Article 13.24, which is the power to adopt taxes or fees, and to impose assessments. This is built into Proposition 218 and Proposition 13, which provides that a City Council can adopt taxes, fees, and assessments with certain restrictions and, depending on the type of fee or assessment, a further requirement for voter approval. The initiative petition seeks to preclude any adoption of any type of tax, fee, or assessment going forward, without exception. That is what is unconstitutional, he said, trying to tie the hands of the future City Councils. Second, it takes away the power of the residents to approve any tax, fee, or charge for any utility service, including water, which is a violation of the voters' rights under Proposition 218 to adopt or increase a water or utility charge through the majority protest process in compliance with a number of procedural requirements. The initiative petition seeks to tie the hands of future voters, which cannot be done. One electorate cannot tie the hands of a future electorate. Lastly, the petition's plain language would deprive the City of the ability to set or collect any charges for utility services, including for water service, which also violates Proposition 218. For these reasons, and for the broader reason that the petition seeks to tie the hands of the City Council's taxing power, again, subject to various restrictions, to impose the tax. Here it tries to tie their hands entirely.

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

Mayor Pro Tem Mahmud asked whether the City has been keeping track of costs to date incurred by the City in processing the two initiative petitions. She said the City will most likely be faced with a third petition to repeal the UUT. If the City has not already calculated its costs incurred in responding to the challenges, she recommended that an estimate be made of costs incurred thus far and to specifically track future costs.

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

**MOTION:** M/S Cacciotti/Khubesrian to approve a resolution finding that the TeaPac UUT repeal initiative measure to be constitutionally defective and declining to place it on the November 3, 2015, General Municipal Election ballot. By roll call vote, the motion passed unanimously. Absent: None.

## **16. DIRECTION REGARDING LIBRARY SPECIAL TAX RENEWAL OPTION**

Director of Library, Arts, and Culture Fjeldsted presented the staff report and responded to City Councilmembers' questions.

Mayor Pro Tem Mahmud asked if the Library Special Tax Rate (Rate) could be increased from the Rates set in 1994. She stated the Library will be faced with significant financial challenges in the next few years, and that there is a need to upgrade the Library. She said the modest rate (\$24 for a single-family residence of fewer than 2,000 square feet; \$34 for a home of up to 4,000 square feet; and \$48 for a residence in excess of 4,000 square feet) is inadequate to meet the needs. City Manager Gonzalez responded that a study is needed in order to raise the Rate, and that there is not sufficient time to complete the study prior to deadlines for the November 3, 2015 General Municipal Election. Director of Library, Arts, and Culture Fjeldsted confirmed this and answered questions about the existing tax, including the number of residents who requested an exemption and why the Rate was not indexed to the Consumer Price Index (CPI).

Mayor Joe opened the Public Comments section.

Brendan Durrett, Chair, Measure L Committee (Committee), said the Committee supports indexing the rate and increasing the Rate. After the Committee researched the issue and found that a comprehensive study would be required, he said the Committee decided to propose a straightforward renewal due to the cost (\$10,000) of the study and the time needed to complete the study (three-four months). This would be a goal for the next renewal. He described the scope of Library services and provided usage statistics. He described the history of the Library Parcel Tax and its provisions. He said losing the Parcel Tax revenue would result in direct program cuts. The Committee proposes a five-year renewal of the Parcel Tax at the current Rate.

Ann Messana, President, Friends of the South Pasadena Public Library, and Member, Measure L Committee, urged support for Measure L and recommended adding it to the November 3, 2015 General Municipal Election ballot. President Messana and Chair Durrett intend to work toward initiating the study that could lead to a future Rate increase.

Carl von Bibra, South Pasadena Resident, stated the Library has always been an important part of the City. Libraries are declining elsewhere, but the City's Library is doing better. He said that Director of Library, Arts, and Culture Fjeldsted is a big part of

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

its success. The City is lucky to have its Library in the middle of a park, in the center of the City. He asked the City Council to support the Library.

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

Discussion continued. City Manager Gonzalez and Deputy City Attorney Summers believed a CPI could be added for future tax collection without a nexus study; Deputy City Attorney Summers said this would be confirmed. Mayor Pro Tem Mahmud requested the following: 1) The possibility of indexing from 1994 also be investigated; 2) The possibility of making a loan to the Library from the City be explored, with the Library repaying it with future taxes, assuming the tax rate is increased; and 3) That the legality of charging different rates per parcel be examined if it hasn't already been done. Councilmember Schneider stated that he opposed exempting organizations (charitable, community service, religious) from taxes. Mayor Pro Tem Mahmud indicated support for taxing certain tax-exempt organizations that are utilizing property for commercial purposes; she asked the City Attorney to investigate this.

Mayor Joe asked for a continuation of the issue to the next Regular City Council meeting. City Manager Gonzalez responded that the May 20, 2015, City Council Regular Meeting agenda is full. Interim Chief Deputy City Clerk Kilby provided information about ballot measure deadlines for the November 3, 2015 General Municipal Election, stating that a final resolution could be adopted in late June without a problem. Councilmember Schneider said he wanted to ensure that the Committee is in favor of the City Council's recommendations. Mayor Joe said that postponing the discussion will enable the Library Board of Trustees to review the options. Councilmember Cacciotti recommended that the extension be lengthened to seven to nine years. Deputy City Attorney Summers said a range of options will be presented including the timeline, rate, and indexing. Councilmember Cacciotti asked that tax-exempt organizations having a nexus with profit be examined; Deputy City Attorney Summers said that this has to be done carefully and is mostly out of the City's control. However, he said that organizations that have unrelated business income could be studied.

**MOTION:** M/S Cacciotti/Mahmud to: 1) Postpone the discussion regarding the Library Special Tax to the June 3, 2015 City Council Regular Meeting; and 2) Ask the City Attorney to investigate and present options in accord with the above discussion regarding the submission of a question to voters relating to the extension of the Library Special Tax. By roll call vote, the motion passed unanimously. Absent: None.

## **REPORTS**

Mayor Joe noted that Item Nos. 17 and 18 would be discussed concurrently.

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

**17. RECEIVE & FILE FISCAL YEAR 2015-16 STRATEGIC PLANNING UPDATE SUMMARY**

**18. FISCAL YEAR 2014-15 STRATEGIC PLAN QUARTERLY UPDATE**

Management Aide Castruita presented staff reports for Item Nos. 17 and 18, illustrated with a PowerPoint presentation, and responded to City Councilmembers' questions. Mayor Pro Tem Mahmud said that during the April 29, 2015, Special Meeting (Budget) Study Session, staff recommended allocating reserves to partially fund updating the Master Plan, based on a two-year effort. She said that now it appears that staff recommends completing the Master Plan by the end of the next Fiscal Year. City Manager Gonzalez said the Strategic Plan and the FY 2015-16 Budget need to be revised to be in concurrence. If this is to be implemented in the upcoming Fiscal Year, he recommended allocating additional funds or establishing a reserve fund for the General Plan update, to be utilized in FY 2016-17. It was confirmed that traffic, parking, and mobility were the residents' highest-priority issue. Councilmember Schneider indicated support for Mayor Pro Tem Mahmud's concern about the high cost of the City's General Plan update; he said the project should cost less.

City Manager Gonzalez said that all concerns and priorities expressed by residents have been taken into consideration by the City.

Mayor Joe suggested that either the Staff Liaison or the City Council Liaison to each commission brief their commissioners on the Strategic Planning process. No objections were voiced.

**MOTION:** M/S Cacciotti/Mahmud that the City Council receive and file the Fiscal Year (FY) 2015-16 Strategic Planning Update Summary and the Fiscal Year (FY) 2014-15 Strategic Plan Quarterly Update; and that the staff liaison or the City Council Liaison of each commission brief their commissioners on the Strategic Planning process and goals. By roll call vote, the motion passed unanimously. Absent: None.

**ADJOURNMENT**

Councilmember Schneider made a motion to adjourn, seconded by Councilmember Cacciotti. By consensus, the Joint City Council/Redevelopment Successor Agency/Public Financing Authority adjourned at 10:05 p.m.

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Evelyn G. Zneimer  
City Clerk

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Robert S. Joe  
Mayor

Minutes approved by the South Pasadena City Council on May 20, 2015.

SUBJECT TO REVIEW: UNAPPROVED UNTIL RATIFIED BY CITY COUNCIL

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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 20, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: David Batt, Finance Director 

SUBJECT: **Discretionary Fund Request From Mayor Joe in the Amount of \$800 for the Purpose of Acquiring a Leo Politi Sculpture**

### **Recommendation**

It is recommended that the City Council approve the request by Mayor Joe designating \$800 for the purpose of acquiring a Leo Politi sculpture.

### **Fiscal Impact**

Funds are available in the FY 2014-15 Budget.

### **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

### **Background**

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

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

### **Analysis**

The 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

Discretionary Fund Request for the Leo Politi Sculpture  
 May 20, 2015  
 Page 2 of 3

this time, there is also a commitment of \$3,000 towards the purchase from local residents, a commitment of \$3,000 from Councilmember Schneider's discretionary fund account, and a commitment of \$2,000 from Councilmember Khubesrian's discretionary fund account.

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>	<u>2,000</u>	<u>5,000</u>	<u>350</u>	<u>0</u>	<u>1,300</u>
	<b>Available at 6/30/14</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$6,350</b>	<b>\$2,000</b>	<b>\$6,700</b>

City Councilmembers Discretionary Funds 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	
5/6/2015	Acquisition of Leo Politi Sculpture			2000		
5/6/2015	Host Town for the Special Olympics			1000		
5/6/2015	Community Garden			700		
	<i>YTD Appropriations</i>	<u>2,522</u>	<u>1,250</u>	<u>4,350</u>	<u>1,000</u>	<u>3,000</u>
	<b>Available at 5/20/15</b>	<b>28</b>	<b>\$6,478</b>	<b>\$7,750</b>	<b>\$6,000</b>	<b>\$5,000</b>
				<b>\$6,000</b>	<b>\$5,000</b>	<b>\$7,700</b>

Discretionary Fund Request for the Leo Politi Sculpture  
May 20, 2015  
Page 3 of 3

**Legal Review**

The City Attorney has not reviewed this item.

**Public Notification of Agenda Item**

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

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *JK*  
FROM: David Batt, Finance Director *DB*  
SUBJECT: **Professional Auditing Services Agreement with Moss, Levy & Hartzheim, LLP**

## **Recommendation**

It is recommended that the City Council approve the contract for auditing services with Moss, Levy & Hartzheim, LLP.

## **Fiscal Impact**

The proposed contract is for three years, with a cost of \$37,197 for fiscal year 2015, \$37,840 for fiscal year 2016, and \$38,482 for fiscal year 2017, for a total not-to-exceed cost of \$113,519. The contract includes optional extensions for two more years, with a 2% increase each year. Sufficient funds are budgeted every year for this service.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Background**

The City's current auditors, Lance Soll & Lunghard, have provided auditing services for the past 11 years. Their contract was renewed three times, not only because of their excellent service, but also as a result of turnover in the Finance Department, which made continuity of auditing staff an important consideration in maintaining the City's financial stability and integrity. However, at this point, while best practices dictate that multi-year audit service agreements are appropriate in order to minimize disruption and allow for the recovery of startup costs, periodic auditor rotation is also important in order to maintain the auditor's independence and objectivity.

## **Analysis**

Staff solicited Requests for Proposals from nineteen audit firms. We received nine back, and chose five to interview. The interview panel consisted of David Batt, Finance Director, Pearl Lieu, Assistant Finance Director, and Carrie Adrian, Finance Committee Chair. As a result of this process, staff has selected the firm of Moss, Levy & Hartzheim, as representing the best combination of experience, credentials and price. The proposed cost for services includes the City Audit (including the Successor Agency to the Community Redevelopment Agency), the Single Audit, review of the Gann Limit calculations, and all out-of-pocket expenses. No other charges will be passed on to the City.

Professional Auditing Services Agreement with Moss, Levy & Hartzheim, LLP  
May 20, 2015  
Page 2 of 2

**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: Professional Services Agreement with Moss, Levy & Hartzheim, LLP for Auditing Services

**CITY OF SOUTH PASADENA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH**  
**MOSS, LEVY & HARTZHEIM, LLP**

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of May, 2015 by and between the CITY OF SOUTH PASADENA, a municipal corporation ("City") and MOSS, LEVY & HARTZHEIM, LLP ("Consultant").

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide independent auditing services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

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

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

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

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

### Professional Fees:

For Fiscal Year 2014-15, Consultant shall perform the services described in Exhibit "A" Scope of Services for the flat rate, including all out-of-pocket expenses, of \$37,197.00.

For Fiscal Year 2015-16, Consultant shall perform the services described in Exhibit "A" Scope of Services for the flat rate, including all out-of-pocket expenses, of \$37,840.00.

For Fiscal Year 2016-17, Consultant shall perform the services described in Exhibit "A" Scope of Services for the flat rate, including all out-of-pocket expenses, of \$38,482.00.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$113,519.00.

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

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

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

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

The invoice submitted pursuant to this paragraph shall show the:

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

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of five (5) years from the date of performance of said services.

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

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

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

4.1. Term. This Agreement shall be effective on May 20, 2015 ("Effective Date") and shall remain in effect for three (3) years, unless earlier terminated as provided in Section 4.2 herein. City has the option to extend the Agreement two times for one year each ("Extended Term") upon 60 days prior written notice to the Consultant. Compensation for each one year Extended Term shall be the same as the previous year, adjusted by an additional 2%.

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

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

and work in progress, and to other documents pertaining to the services contemplated.

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

## 5.0. INSURANCE

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

## 6.0. GENERAL PROVISIONS

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

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

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

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;

- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

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

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

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

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

IF TO CONSULTANT:

Hadley Hui  
 Moss, Levy & Hartzheim, LLP  
 5800 Hannum Avenue, Suite E  
 Culver City, CA 90230

IF TO CITY:

David Batt, Finance Director  
 City of South Pasadena  
 1414 Mission Street  
 South Pasadena, CA 91030

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

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

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

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

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

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

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

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

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

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

fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.25. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is

sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SOUTH PASADENA

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

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

MOSS, LEVY & HARTZHEIM, LLP

By: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### SCOPE OF SERVICES

This Agreement is made effective as of May 20, 2015, by and between the City of South Pasadena ("Client") of 1414 Mission Street, South Pasadena, CA 91030, and Moss, Levy & Hartzheim, LLP ("Consultant") of 5800 Hannum Avenue, Suite E, Culver City, CA 90230.

**1. DESCRIPTION OF SERVICES.** The Consultant will provide to Client the following services (collectively, the "Services"):

Perform an audit of all funds of the City, including the Successor Agency of the South Pasadena Community Redevelopment Agency, in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* as well as any other applicable federal, state, local or programmatic audit requirements.

Prepare and word process the City's Comprehensive Annual Financial Report (CAFR)

Render an opinion on the fair presentation of the City's CAFR in conformity with accounting principles generally accepted in the United States of America.

Perform a single audit on the expenditures of federal grants in accordance with the provisions of OMB Circular A-133 and the Single Audit Act.

Perform agreed-upon procedures relative to the City's calculation of its Appropriation Limit in accordance with the *Article XII B Appropriations Limit Uniform Guidelines* and as mandated by the California Constitution, and render a letter annually to the City regarding compliance.

Issue the following reports: an independent auditor's report on the fair presentation of the City's basic financial statements, in conformity with accounting principles generally accepted in the United States of America; an independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of the basic financial statements of the City performed in accordance with *Government Auditing Standards*; an independent auditor's report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133; a single audit report which includes a schedule of expenditures of federal awards, footnotes, findings and questioned costs including significant deficiencies and material weaknesses, as required by OMB Circular A-133; a report on the compliance with the Proposition 111, Article XIII.B of the California State Constitution and Government Code 7900 on its appropriations limit (GANN limit calculation); a SF-SAC data collection form for reporting on audits of states and local governments, and non-profit

organizations for filing with the Federal Audit Clearinghouse; a management letter which includes Statement on Auditing Standards (SAS) No. 114 and No. 115 letters; and any other reports to the governing body as may be required by auditing standards generally accepted in the United States of America.

Prepare an independent auditor's report, the basic financial statements, notes to the basic financial statements, as well as the RSI and supplemental schedules for inclusion in the City's Comprehensive Annual Financial Report (CAFR), except for the introductory section, MD&A, and statistical section for which we will perform certain procedures when completed by the City.

Prepare, edit, and deliver a final PDF version of the City's CAFR by December 8, 2015, and prepare, edit, and deliver a final PDF version of the GANN Limit report, Management Letter and Single Audit report, and provide the necessary assistance to assure the City will meet the requirements and time deadlines for these programs.

In addition, all noncompliance and significant deficiencies found during the audit will be communicated in writing. In the required reports on compliance and internal controls, any significant deficiencies and noncompliance issues found during the audit shall be communicated. Significant deficiencies that are also material weaknesses will be identified as such in the report. Non-reportable conditions discovered will be reported in a separate letter to management, which will be referred to in the reports on internal controls. All irregularities and illegal acts or indications of illegal acts of which Consultant becomes aware of during the course of their audit will be immediately reported, in writing, to the City Council, City Manager, City Attorney, and Finance Director.

Consultant will be responsible for retaining all working papers and reports, at its own expense, for a minimum of seven (7) years, unless the firm is notified in writing by the City of South Pasadena of the need to extend the retention period. Consultant will make available all original working papers for examination, upon request, to the City or any federal and state agencies designated by the City.

Consultant will perform the audit work within the specified time period, pending no unforeseen circumstances which the City imposes on its work.



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

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

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

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

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

#### Claims Made Policies:

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

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

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

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

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

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

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# City of South Pasadena Agenda Report

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 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *AA*  
FROM: Paul Toor, P.E., Public Works Director *JF FOR PT*  
Gabriel B. Nevarez, Public Works Operations Manager  
SUBJECT: **Award of Contract to Premier Carpet for the Library Carpet Replacement Project**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated May 5, 2015, from Premier Carpet, for the Library Carpet Replacement Project;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with Premier Carpet, for a not-to-exceed amount of \$47,000.

## Fiscal Impact

There are sufficient funds available in Capital Improvement Library Carpet Account 101-9000-9316.

## Commission Review and Recommendation

This matter has not been reviewed by a Commission.

## Background

The carpet located on the second level of the South Pasadena Library has endured over 20 years of high traffic use. The carpet is worn out, rippled, has torn seams and numerous soiled areas. Life expectancy for flooring in a high-use community library is 10 to 15 years. At over 20 years of age, the current flooring has lasted past its useful life.

This project will include the removal of old carpeting, preparing the subfloor, installation of approximately 7,500 square feet of new sixty weight carpet tiles, moving and replacing all of the furniture.

City staff has made the findings that this project is categorically exempt from California Environmental Quality Act (CEQA) requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1, Subsection (c) "existing facilities."

**Analysis**

Sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City.

On May 5, 2015, the City Clerk received and opened three bids for construction. The table below summarizes the bids that were received:

<b>Contractor</b>	<b>Bid Amount</b>
Premier Carpet, Chatsworth	\$47,000
Reimagine Your Home, South Pasadena	\$51,438
Empire Carpet, Santa Fe Springs	\$62,351
<i>Engineer's Estimate</i>	<i>\$45,000</i>

Premier Carpet is the lowest responsible bidder for the project. Staff has checked the Contractor's references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for other agencies, including the Oak Park Unified School District, Warner Contractors Inc. and Balfour Beatty Construction. In addition, the Contractor's license has been verified to be currently valid and in good standing. Staff has analyzed these bids and is prepared to award the construction contract to Premier Carpet. If the project is awarded tonight, it is anticipated that construction will be completed by June, 2015.

**Legal Review**

The City Attorney has reviewed the agreement.

**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 on the City's web site and/or notice in the *South Pasadena Review*.

**Attachments:**

1. Agreement
2. Minutes of bid opening
3. Bid Proposal

**ATTACHMENT 1**  
Agreement

# CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2015, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and Premier Carpet "CONTRACTOR."

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2015-M3**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Specifications, Special Provisions, Technical Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Library Carpet Replacement Project** all in accordance with the Contract Documents and Contractor's Proposal dated **May 5, 2015**.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **Forty Seven Thousand Dollars**

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **Forty Five** calendar days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement

in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, \$200.00 for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of \$200.00 for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

10. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

11. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this

state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

12. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

14. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

15. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

16. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

16.1 CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

16.2 If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

CITY OF SOUTH PASADENA

\_\_\_\_\_  
Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Evelyn G. Zneimer, CITY CLERK

\_\_\_\_\_  
Teresa Highsmith, CITY ATTORNEY

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

**Premier Carpet**  
(Contractor)  
By:  
(Signature)  
(Title)

Attest:  
By:  
(Signature)  
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**ATTACHMENT 2**  
Minutes of bid opening

**MINUTES OF THE BID OPENING FOR  
Library Carpet Project**

**Tuesday, May 5, 2015, at 2:00 P.M.**

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

**BID OPENING**

Present were:	
<input checked="" type="checkbox"/> Gabriel Nevarez, Project Manager	
<input checked="" type="checkbox"/> Natalie Sanchez, Management Aide	
<input checked="" type="checkbox"/> Francois Brard, Facilities Supervisor	

**BIDS RECEIVED**

As a result, 3 bids were received, all properly sealed and notated as follows:

	Name	Date/Time	Bid Amount (\$)
1.	Premier Carpet 9609 Canoga Avenue, Chatsworth	05/04/2015 @ 1:17 p.m.	\$ 47,000.00
2.	Reimagine your Home 1518 Mission Street, South Pasadena	05/05/2015 @ 10:25 a.m.	\$ 51,438.41
3.	Empire Carpet	05/05/2015 @ 1:07 p.m.	\$ 102,351.30

**ANNOUNCEMENT**

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

**SUBMITTED BY:**

Natalie Sanchez  
Natalie Sanchez, Management Aide

**ATTACHMENT 3**  
**Bid Proposal**

## BID PROPOSAL

CITY OF SOUTH PASADENA  
1414 MISSION STREET  
SOUTH PASADENA, CALIFORNIA 91030

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

Company PREMIER CARPET, INC \*  
Business Address 9609 CANOGA AVE., CHATSWORTH CA 91311  
Telephone No. 818 772 8880 State Contractor's License No. 804642

The undersigned declares that careful examination of the location of the proposed work, the Plans, the Specifications, and the Contract Documents has been made and hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to do all work required and to complete said work within **forty five (45) calendar days** after the commencement date stated in the Notice to Proceed. All work shall be performed on the project named below in accordance with the Plans, Specifications, and Contract Documents, for the unit or lump sum prices set forth in the following schedule:

\* Please note we have a dba

Premier Carpet, Inc. dba Green Polishing Solutions

The undersigned, having carefully examined the Plans and Specifications for

### LIBRARY CARPET PROJECT

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1.0	Mobilization (Not to Exceed 5% of Total Contract)	1	LS	\$ 0	\$ 0
2.0	Remove Carpet	7,500	SF	\$ .653	\$ 4,900-
3.0	Install 36" x 36" Carpet Tiles	7,500	SF	\$ 4.93	\$ 37,000
4.0	Move Furniture	1	LS	\$ 5,100-	\$ 5,100-

TOTAL PROJECT COST IN FIGURES \$ 47,000<sup>XX</sup>/00  
 TOTAL PROJECT COST IN WORDS Forty SEVEN THOUSAND DOLLARS EVEN

The undersigned bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "none".

List of Addendum Received: NONE

Signature of Bidder: [Signature] CEO, PRESIDENT & SECRETARY

TYPE OF ORGANIZATION:  INDIVIDUAL  
 PARTNERSHIP  
 CORPORATION

If bidder is an individual, so state. If bidder is a Firm or Co-Partnership, state the firm name and give the names of all individual co-partners composing the firm. If bidder is a Corporation, state legal name of corporation, also names of President, Secretary, Treasurer, and Manager thereof.

Firm Name / Corporation Name: PREMIER CARPET, INC  
 \_\_\_\_\_, President

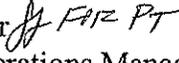
[Signature]

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# City of South Pasadena Agenda Report

Robert S. Joe, Mayor  
Diana Malmud, 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 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: Paul Toor, P.E., Public Works Director   
Gabriel B. Nevarez, Public Works Operations Manager  
SUBJECT: **Award of Contract to Graphic Electric, Inc. for the Eddie House  
Park Electrical Wiring Project**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated May 5, 2015, from Graphic Electric, Inc., for the Eddie Park House Electrical Wiring Project;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with Graphic Electric, Inc., for a not-to-exceed amount of \$33,810.

## Fiscal Impact

There are sufficient funds available in Account 101-9000-9383.

## Commission Review and Recommendation

This matter has not been reviewed by a Commission.

## Background

The Eddie Park property was donated to South Pasadena in 1934 by Ms. Ellen Mary Eddie, the house was built in 1910. Now used for community events, the house is South Pasadena Cultural Heritage Landmark number thirty two.

Homes built from around 1880 to the 1940s often still have knob and tube electrical wiring. This is where electrical wires anchored by ceramic insulating knobs pass through tubes placed inside holes drilled in the joists of the house. The City Building Official, Craig Melicher inspected the wiring and expressed concern regarding the condition of the wiring, he found cracked insulators and fabric insulation that is starting to breakdown which could cause wires to cross and create a condition where they could potentially make contact with each other and cause an arc. Craig recommended that the wiring be replaced.

This project consists of removing the old nob-and-tube electrical wiring and replacing it with current standard electrical wires for the Eddie Park House which includes coordinating with Edison for panel

installation, running new wires, removing old knob and tube wiring, installing receptacles/switches and patch/paint affected areas.

City staff has made the findings that this project is categorically exempt from California Environmental Quality Act (CEQA) requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class 1, Subsection (c) "existing facilities."

### **Analysis**

Sealed bids were solicited from various construction companies, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City. Staff also contacted the six Electrical Contractors: Graphic Electric, Inc. from Commerce, South Coast Electric from Sherman Oaks, All Electric from Los Angeles, Kashmal Electric from Los Angeles, A-1 Electric from Los Angeles and Electric Connection from Los Angeles.

On May 5, 2015, City Clerk received and opened one bid from Graphic Electric, Inc. of Commerce in the amount of \$33,810. Staff has checked the Contractor's references, and their work was verified to be of good quality. Similar projects were satisfactorily completed for other agencies, including Dreamworks Animation, Loyola Marymount University, Betance Enterprise, Inc. and the City of South Pasadena War Memorial Building. In addition, the Contractor's license has been verified to be currently valid and in good standing. Staff has analyzed these bids and is prepared to award the construction contract to Graphic Electric, Inc. If the project is awarded tonight, it is anticipated that construction will be completed by June, 2015.

### **Legal Review**

The City Attorney has reviewed the agreement.

### **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 on the City's web site and/or notice in the *South Pasadena Review*.

### **Attachments:**

1. Agreement
2. Minutes of bid opening
3. Bid Proposal

**ATTACHMENT 1**  
Agreement

# CONSTRUCTION CONTRACT / AGREEMENT

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of May, 2015, by and between CITY OF SOUTH PASADENA, a municipal corporation of the State of California, hereinafter referred to as "CITY" and **Graphic Electric, Inc.** "CONTRACTOR."

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract and agreement ("AGREEMENT") consists of the Contract Documents, which includes all of the following documents incorporated herein by this reference: Approved Plans and Specifications (**Project No. 2015-M1**), Notice Inviting Bids, Instructions to Bidders, Information for Bidders, Contractor's Bid Proposal, this Contract/Agreement, Specifications, Special Provisions, Technical Provisions, Reference Specifications, the documents in the Appendix, if any, and all mutually agreed-upon modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Eddie Park House Electrical Wiring Project** all in accordance with the Contract Documents and Contractor's Proposal dated **May 5, 2015**.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **Thirty Three Thousand Eight Hundred Ten Dollars**

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction of the Work of Improvement within fifteen (15) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **Forty Five** calendar days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Five Hundred Dollars (\$500.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount

thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, \$200.00 for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

7. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of \$200.00 for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

8. CONTRACTOR, by executing this Agreement hereby certifies:  
"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

9. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

10. This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

11. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

12. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

14. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

15. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

16. To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless CITY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is s adjudicated to have been non-negligent.

16.1 CONTRACTOR shall not be required to defend or indemnify CITY for liabilities caused by the sole active negligence or willful misconduct of CITY.

16.2 If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

\_\_\_\_\_  
(Title)

BY \_\_\_\_\_

CITY OF SOUTH PASADENA

\_\_\_\_\_  
Sergio Gonzalez, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Evelyn G. Zneimer, CITY CLERK

\_\_\_\_\_  
Teresa Highsmith, CITY ATTORNEY

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_

\_\_\_\_ Graphic Electric, Inc.  
(Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**ATTACHMENT 2**  
Minutes of bid opening

**MINUTES OF THE BID OPENING FOR  
Eddie House Electrical Wiring Project**

**Tuesday, May 5, 2015 at 10:00 A.M.**

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

**BID OPENING**

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

**BIDS RECEIVED**

As a result, 1 bids were received, all properly sealed and notated as follows:

	Name	Date/Time	Bid Amount (\$)
1.	Graphic Electric Inc.	4/30/15 @ 3:43 PM.	\$ 33,810.00
2.			
3.			

**ANNOUNCEMENT**

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

**SUBMITTED BY:**

  
\_\_\_\_\_  
Natalie Sanchez, Management Aide

**ATTACHMENT 3**  
Bid Proposal

## BID PROPOSAL

CITY OF SOUTH PASADENA  
1414 MISSION STREET  
SOUTH PASADENA, CALIFORNIA 91030

HONORABLE MAYOR AND  
MEMBERS OF THE CITY COUNCIL:

Company Graphic Electric, Inc.

Business Address 6644 E. 26<sup>th</sup> St., Commerce CA 90040

Telephone No. 323-728-4277 State Contractor's License No. 366293

The undersigned declares that careful examination of the location of the proposed work, the Plans, the Specifications, and the Contract Documents has been made and hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to do all work required and to complete said work within **forty five (45) calendar days** after the commencement date stated in the Notice to Proceed. All work shall be performed on the project named below in accordance with the Plans, Specifications, and Contract Documents, for the unit or lump sum prices set forth in the following schedule:

The undersigned, having carefully examined the Plans and Specifications for

### EDDIE HOUSE ELECTRICAL WIRING PROJECT

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete the said work in accordance with the said Plans and Specifications for the following unit prices:

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1.0	Mobilization (Not to Exceed 5% of Total Contract)	1	LS	\$1,690.50	\$1,690.50
2.0	Design and permit approval	1	LS	\$2,450	\$2,450
3.0	Demolition and Debris Disposal/Removal	1	LS	\$1,470	\$1,470
4.0	Install Electrical Receptacles	1	LS	\$3,724	\$3,724
5.0	Install Light Switches	1	LS	\$3,405.50	\$3,405.50
6.0	Remove and Replace Electrical Wiring	1	LS	\$14,700	\$14,700
7.0	Remove and Replace Main Electrical Panel/Service	1	LS	\$4,410	\$4,410
8.0	Patch and Paint	1	LS	\$1,960	\$1,960

TOTAL PROJECT COST IN FIGURES \$ 33,810.00

TOTAL PROJECT COST IN WORDS Thirty Three Thousand Eight Hundred ten Dollars and Zero cents.

*The undersigned bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "none".*

List of Addendum Received: None

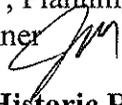
Signature of Bidder 

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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 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: David G. Watkins, AICP, Planning and Building Director   
John Mayer, Senior Planner   
SUBJECT: **Award of Contract to Historic Resources Group for a Historic Resources Survey and Inventory of Addresses Survey Update**

## Recommendation

It is recommended that the City Council:

1. Accept a proposal from Historic Resources Group (HRG) to conduct a historic resources survey and inventory of addresses survey update;
2. Authorize the City Manager to execute an agreement with HRG for an amount not to exceed \$65,000; and
3. Appropriate \$65,000 from the General Fund Reserves to Account No. 101-7010-7101-8170 (Professional Services).

## Fiscal Impact

Sufficient funds are available in the General Fund Reserves for a transfer to the Professional Services Account No. 101-7010-7101-8170. The total not-to-exceed cost for this work is \$65,000.

## Commission Review and Recommendation

This matter was reviewed by the Cultural Heritage Commission (CHC) on April 16, 2015. All Commissioners were in favor of updating the historic resources survey and inventory of addresses.

## Background

On March 18, 2015, Councilmember Schneider made a request, which was seconded by Mayor Pro Tern Mahmud, to prepare a historic survey of homes and buildings before the SR-710 North Study Draft Environmental Impact Report/Environmental Impact Statement's (EIR/EIS) public comment period closes.

## History of Current Survey and Inventory

The City Council commissioned the first comprehensive historic resources survey in 1991. The

purpose of that survey was to develop an inventory of historic resources and to provide a foundation for their recognition in all future planning processes. The Historic Resources Survey: Inventory of Addresses (the "Inventory") was adopted by the City Council on November 30, 1994. The Inventory includes properties that are designated, formally determined eligible for Federal, State, or local listing, or appear eligible for Federal, State, or local listing. In accordance with the City's Cultural Heritage Ordinance, all properties on the Inventory are considered historic resources for the purposes of the California Environmental Quality Act (CEQA).

In 2002, the Inventory was updated through a reconnaissance-level survey (the "survey"). At that level, teams of architectural historians explore the City noting the general distribution of buildings, structures, and neighborhoods that represent different architectural styles, periods, and modes of construction. Note that the term "inventory" and "survey" are used somewhat interchangeably. The survey is used to create the inventory of addresses. As of now, there are approximately 2,567 surveyed properties listed on the Inventory. This represents approximately 38% of all properties in the City.

#### Updates Needed

The City's survey is now 13 years old. A new survey and update to the inventory is important at this time for the following reasons:

- *General Plan Goals:* Updates to the survey and inventory furthers the objectives of the General Plan's Historic Preservation Element. Policy 1.2 calls for the continual identification and documentation of properties, resources, and neighborhoods that serve as significant examples of the City's social and architectural history.
- *CEQA Compliance:* An updated survey is essential for surviving legal scrutiny should a land use decision by the City be challenged in Court. State law requires that the CHC consider the potential impacts of any proposed changes to a property listed on the Inventory. The City's survey must be maintained in accordance with current preservation planning practice and consistent with State and National standards. Surveyors will need to determine whether previous alterations may have compromised the properties' status as historic resources. Architectural historians need to reassign an evaluation code to each property consistent with California Historical Resources Status Codes.
- *Mid-century Modern era:* Properties that were developed between the years 1935-1970 are now starting to be recognized for their historic significance. These properties are not listed on the current inventory. They are not protected and may be altered or demolished without CHC review.
- *Cal Trans Area of Potential Effects (APE):* On March 6, 2015, Caltrans and Metro released a Draft Environmental Impact Report/Environmental Impact Statement

(EIR/EIS) on proposals related to the freeway's 4.5 mile gap closure between the I-210 Freeway in Pasadena and the end of the I-710 freeway in East Los Angeles. As part of the EIR/EIS, architectural surveys were conducted for the entire APE (direct and indirect) in 2013. The survey work in South Pasadena includes 325 parcels. It is a priority to survey those properties first and submit the results, a brief report, and updated database for that swath of properties as part of the City's comments on the EIR/EIS.

#### Efforts to Update Survey/Inventory

On October 14, 2013, staff retained the services of Historic Resources Group (HRG) to strengthen and expand the City's Historic Context Statement (HCS). An HCS identifies all of the important historical development patterns, events, and people associated with South Pasadena's distinct neighborhoods and historic districts. It identifies property types, their associated character-defining features, and location patterns from Town Settlement (1873-1899) to the mid-century modern era (1935 to 1970). An important component of the HCS involved setting up a framework for identifying and evaluating individual resources and historic districts for the survey update.

At the March 19, 2015 CHC Meeting, Councilman Schneider expressed concerns about the outdated status of the Inventory and that he would make a request for City Council approval to fund an update to it. He also stressed the importance of evaluating the properties within the State Route 710 Freeway first. On April 1, 2015, Staff mailed a Request for Proposal (RFP) to 17 consulting firms, of which 2 responded. HRG and ASM Affiliates (ASM) submitted proposals for a cost not to exceed the RFP's limit of \$65,000. Cultural Heritage Commissioner Deborah Howell-Ardila and staff interviewed the two consultants.

Both firms were highly qualified and demonstrated the ability to complete the work. HRG was selected as the top candidate for their large role in the City of Los Angeles's innovative historic resources survey known as SurveyLA. HRG has conducted numerous surveys including its most recent work for the City of Beverly Hills Reconnaissance-level survey and Riverside's Citywide Modernism Intensive-level Survey. Since HRG prepared the City's HCS, this firm has the advantage of being ready to start the survey work now. Field surveyors will have hand-held tablet computers with a database developed by HRG. The tablet's database will have all of the City's architectural styles, their associated character defining features, contexts, and themes that were previously developed in their HCS document. This allows HRG to be efficient in the field and to survey the EIR/EIS properties before the July 1 target date.

#### **Analysis**

HRG's team will lead the survey and inventory update in conjunction with planning staff, the CHC, and interested citizens. Staff will request that the CHC select a subcommittee to guide and assist with the process. HRG will perform all the work in accordance with established professional practices, and utilizing the framework provided in the 2014 Citywide HCS.

The project priorities and scope of work include the following:

Contract for Historic Resources Survey

May 20, 2015

Page 4 of 5

- Reconnaissance-level survey of Phase 1 properties within the APE for Caltrans State Route 710; this portion of the project is time sensitive, with results due by July 1, 2015;
- Reconnaissance-level survey update for approximately 2,500 properties included on the Inventory;
- Survey of all mid-century-era properties and resources built between 1935 through 1970;
- Draft/final survey report and accompanying MS Excel database, with survey results, photographs, applicable themes of significance and character-defining features for eligible historic districts, all contributors and non-contributors, including ancillary buildings/structures and associated planning features will also be noted;
- Applicable California Historical Resources Status Codes will be assigned to all evaluated properties; an additional status code will be assigned for properties where buildings are not visible from the public right-of-way;
- Evaluations will apply Federal, State, and local criteria of significance and follow the framework provided in the 2014 Citywide HCS; the survey will also consider properties fewer than 45 years of age that may be of exceptional significance under applicable evaluation criteria as well as properties/conservation districts of interest to local planning;
- Inventory Updates and Documentation: The consultant will propose an appropriate level/type of documentation that will be needed for Inventory properties that are no longer eligible to be on the Inventory;
- Mid-Century-Era Resources: One area of emphasis for the survey will be the mid-century-era (1935 to 1970); in conjunction with the City and CHC, the consultant will select and carry forward DPR Series 523 forms and Building, Structure, and Object (BSO) Records for eligible historic districts and individual properties from this era;
- Public Outreach: Conduct three (3) public outreach meetings in order to build awareness of the survey and its goals among the public and preservation stakeholders;
- Database: Create a searchable database with survey findings in MS Excel; data provided to the City must integrate with the City's GIS mapping system.

The contract (Attachment 1) includes the consultant's scope of services, which can be found in "Exhibit A". All work will be performed and deliverables produced in accordance with the Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration; National Register Bulletins No. 24 (Guidelines for Local Surveys: A Basis for Preservation Planning), No. 15 (How to Apply the National Register Criteria for Evaluation), No. 16B (How to Complete the National Register Multiple Property Documentation Form), as well as the California State Office of Historic Preservation Instructions for Recording Historical Resources. The consultant will ensure that the principal project personnel meet the appropriate professional qualifications standards set forth in CFR Part 61, Appendix A for architectural historians.

Contract for Historic Resources Survey  
May 20, 2015  
Page 5 of 5

**Legal Review**

The City Attorney has reviewed this item and the accompanying agreement.

**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.

Attachments:

1. Contract Agreement
2. Request for Proposal (RFP), dated April 1, 2015
3. Historic Consultants Mailing List
4. HRG Proposal

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**ATTACHMENT 1**  
**Contract Agreement**

**CITY OF SOUTH PASADENA**

**PROFESSIONAL SERVICES AGREEMENT  
WITH  
Historic Resources Group**

THIS AGREEMENT (“Agreement”) is made and entered into this 20<sup>th</sup> day of May, 2015 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and Historic Resources Group (“Consultant”).

**W I T N E S S E T H :**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct a phased, citywide reconnaissance-level survey and survey update of all City properties/historic resources constructed through 1970, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

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

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

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

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

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

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

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

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

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

### Professional Fees:

Consultant shall perform the services described in Exhibit "A" Scope of Services for a cost not to exceed \$65,000.

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

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$65,000.00. Consultant shall promptly notify the City Representative, in writing, when fees and expenses incurred under this Agreement have reached \$52,000.00 (80% of maximum amount allowable). Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

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

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

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

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

The invoice submitted pursuant to this paragraph shall show the:

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

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

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

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

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

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

4.1. Term. This Agreement shall be effective on May 20, 2015 ("Effective Date") and shall remain in effect for [two (2) years], unless earlier terminated as provided in Section 4.2 herein.

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

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

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

## 5.0. INSURANCE

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

IF TO CONSULTANT:

Historic Resources Group  
Andrea Humberger, Administrative Principal  
12 S. Fair Oaks Ave., Ste. 200  
Pasadena, CA 91105-1915

IF TO CITY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible

for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE CITY OF SOUTH PASADENA

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

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

Historic Resources Group

By: \_\_\_\_\_  
Andrea Humberger, Admin. Principal

Federal ID No. \_\_\_\_\_

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### SCOPE OF SERVICES

#### *INTRODUCTION*

In response to the Request for Proposals dated April 1, 2015, Historic Resources Group (HRG) is pleased to submit this proposal to conduct a Historic Resources Survey and Inventory of Addresses Survey Update for the City of South Pasadena. The firm completed the South Pasadena Historic Context Statement in 2014, and is grateful for the opportunity to continue that work with the survey update.

Established in 1989, HRG has extensive experience preparing historic context statements, coordinating survey and planning programs, and conducting historic resource surveys. HRG is a leading consultant in the design and implementation of effective historic preservation programs, including the preparation of survey documents, ordinances, preservation elements, design guidelines, training for staff and decision-makers, and other preservation-related activities.

HRG understands what it takes to complete a well-researched and well-documented project that will provide the City the information needed to maintain a local historic resources inventory, evaluate potential historic resources in the future, and inform and complement City planning documents (including the General Plan). The project will be undertaken in a comprehensive manner that focuses on the information most pertinent to the documentation and evaluation of the built environment in South Pasadena.

HRG understands that the survey is phased to allow for the collection of data for properties within the Area of Potential Effects (APE) for the Caltrans State Route 710, in order to provide additional information to City staff and decision-makers about historic resources during review of the Draft Environmental Impact Report for the project. The primary goals of the second phase of the project are to provide the City with an updated Inventory of Addresses based on the framework established in the Historic Context Statement so that the City has up-to-date information on its historic resources; document eligible properties from the Modern era; and provide the City with a user-friendly method for sharing survey data.

#### *TECHNICAL APPROACH*

The technical approach addresses the tasks outlined in the Request for Proposals and is further based on previous historic resources survey experience, along with an understanding of the City of South Pasadena. Consultation throughout the project will take place between the HRG project manager, City staff, and the sub-committee of the Cultural Heritage Commission (CHC).

The historic resources survey will follow guidance and standards developed by the National Park Service and the California State Office of Historic Preservation. Guiding documents include: The Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration; National Register Bulletin No. 24: Guidelines for Local Surveys; National Register Bulletin No. 15: How to Apply the National Criteria for Evaluation; National Register Bulletin No. 16B: How to Complete the National

Register Multiple Property Documentation; and the California Office of Historic Preservation's Instructions for Recording Historical Resources.

Properties will be evaluated based on contexts and themes identified in the South Pasadena Historic Context Statement for eligibility at the federal, state, and local levels. This will include properties that may warrant special consideration in local planning, even though they do not appear eligible for designation.

All members of the project team meet the Secretary of the Interior's professional qualification standards. The project manager and senior staff members have more than ten years of experience in the field of historic preservation.

### *Survey Update*

Informed by previous survey efforts, historic aerials, and maps detailing development of the City by decade, HRG will execute a reconnaissance-level survey, first of the Phase 1 properties within the Caltrans State Route 710 APE, and then in Phase 2 for the approximately 2,500 properties included in the City's Inventory of addresses.

Reconnaissance-level survey tasks include:

- Review properties and districts that have been previously surveyed;
- Identify properties (including buildings, structures, landscapes, and other historic features) that require further study;
- Identify potential historic districts for further study;
- Determine integrity thresholds for the extant property types and periods of development identified in the field; and
- Determine the relevant criteria and historic context for potentially eligible properties, based on the contexts and themes identified in the South Pasadena Historic Context Statement.

Once an initial review of the properties has been completed, preliminary results will be reviewed and vetted by the project team in order to make final recommendations for eligibility. Building permit and other property-specific research will be conducted as needed in order to inform this effort. Preliminary findings (in the form of a list and map) will be provided to City staff and the CHC sub-committee for review and discussion.

### *Mid-Century-Era Properties*

The documentation of properties constructed during the modern era (defined as 1935 to 1970 in the RFP) is a particular area of focus for the survey, as these buildings have not been comprehensively reviewed in previous survey efforts and the City has a rich collection of resources from this period. HRG will conduct fieldwork to review all properties constructed between 1935 and 1970. The technical approach for these properties will follow the reconnaissance method outlined above, with the field team looking at all properties constructed during this period and identifying those that have potential significance based on the contexts and themes outlined in the context statement.

As specified in the RFP, in consultation with the City, a subset of up to six historic districts and 30 individual resources from this period will be documented on the appropriate State of California Department of Parks and Recreation forms for historic resources (DPR forms). HRG proposes a non-narrative building description format for the DPR 523A forms. These bullet-point descriptions can be completed quickly and accurately in the field, eliminating the time needed to draft narrative descriptions. Building features, alterations, and character-defining features are identified by the surveyor, creating a description that is easily read and understood. Building, Structure, and Object Records (DPR 523B forms) will include the appropriate context and theme based on the South Pasadena Historic Context Statement, along with a summary statement of significance.

#### *Documentation*

Field data will be collected in an Access-based database developed by HRG for historic resources surveys. The database is populated with baseline information from the City's GIS data so that survey findings can be linked with the City's existing property information and maps. It is searchable by the fields as outlined in the RFP, or by additional fields as determined during the project. Field data will be gathered using Tablet PCs, allowing surveyors to collect building information in the field directly into the database.

The database includes drop-down menus populated with architectural styles and their associated character-defining features; contexts and themes as identified in the context statement, along with the associated eligibility criteria; and the applicable California Historic Resources Status Codes (including an additional code for properties that cannot be viewed from the public right-of-way). Additional data gathered in the field includes a digital photograph of each property, and a record of alterations.

For the survey update, the database will be pre-populated with the evaluations and information from previous surveys. The survey team will update the alterations and integrity assessments, and evaluate each property according to the updated context statement. Properties that were identified as eligible during a previous survey that no longer appear eligible will be documented in the same way, with a statement that clearly outlines the reason for the revised assessment (e.g. no longer retains sufficient integrity to convey its historic significance; is not eligible under the registration requirements as outlined in the historic context statement, etc.).

For the survey of Mid-Century-Era resources, the database includes fields that correspond to those required on the DPR 523A and B forms so that the information gathered in the field can also be used to complete the required forms.

#### *Public Outreach*

A key component of the project is a public outreach effort. Public outreach will help to inform the survey effort, as local residents and interested stakeholders can enrich the scholarship of the project with information about local history and the built environment. Outreach efforts will also serve to inform the public about the survey effort, increase communication between the community and the City, and create support and

understanding of the project. For this survey project, HRG will coordinate three community workshops.

#### *Survey Report*

HRG will prepare a draft Survey Report for review and discussion by City staff and the CHC sub-committee. The final Survey Report will be revised based on feedback from the City and presented along with the survey findings to the City Council. It is recommended that the survey is also presented to the State Office of Historic Preservation for approval in order to update the State Historic Resources Inventory for South Pasadena.

#### *WORK PLAN/MILESTONES*

The preliminary project schedule outlines the team's overall approach and identifies the significant milestones. This schedule follows an approximately 13-month timeline as identified in the RFP; a more precise project schedule with specific deadlines will be developed in coordination with City staff.

Following the completion of Phase 1, the schedule as proposed divides the project into three distinct components: the update of the City's Inventory of Addresses; the Mid-Century-Era survey; and the finalization of all deliverables and final presentations to the CHC and the City Council. However, HRG is certainly willing to discuss and/or revise this approach if there is a schedule that will better address the needs of the City.

The schedule is organized to allow for internal review by the project team, along with review by City staff and the CHC at critical junctures. HRG understands that the California Office of Historic Preservation (OHP) will also provide input and feedback throughout the process, at the direction of City staff and the CHC. The public outreach is phased to allow the community to have meaningful input at various stages of the project, and to allow time to address questions from property owners prior to the presentation of the survey findings to the City Council. Should the project schedule need to be revised in order to allow for additional review or comment at any point during the project, HRG will work with City staff to revise the overall schedule and deadlines for deliverables. HRG will coordinate periodic phone updates with City staff and/or the CHC subcommittee; those informal communications are not reflected in the milestones below, but will be readily undertaken as needed as the project progresses.

The first phase of the project involves the execution of a reconnaissance-level survey of the approximately 325 properties within the APE for Caltrans State Route 710. This task will be undertaken using the existing Cultural Resources Study of the Draft Environmental Impact Report as a starting point and for baseline data. In addition, should any historic districts be identified that are immediately adjacent to, or partially within, the APE, the Phase 1 study will include a review of those districts. HRG understands that this task is time sensitive and will complete this survey by or before July 1, 2015, presenting draft results to the CHC at their meeting on June 18, 2015.

Tasks during this period will include: Deliverable(s):

#### **Phase 1**

May-July 2015: Reconnaissance-level survey of APE for Caltrans State Route 710

- Kick off meeting/Quarterly Meeting #1 with City staff and CHC subcommittee.
- Review of existing City documents and previous surveys for properties within the APE.
- Customization of the database to meet the specific needs of the project.
- Production of maps to be used for research and analysis, along with field maps. Mapping will reflect historical periods of development, tract boundaries and subdivision dates, and zoning patterns.
- Follow-up meeting or teleconference with the City and the CHC sub-committee prior to the presentation of the findings to the CHC on June 18, 2015.
- Preparation of deliverables for use by the City in reviewing proposed impacts from Caltrans State Route 710, including a survey report addressing the methodology and the findings, and the final survey data for the APE.

Meeting(s): Quarterly Meeting #1/Kickoff Meeting with City staff and CHC sub-committee; presentation to the CHC on June 18, 2015.

Results to CHC on June 18, 2015; Phase 1 Survey Report and Database due on July 1, 2015.

## **Phase 2**

### July-December 2015: Update the City's Inventory of Addresses

- Preparation for the reconnaissance-level survey of the 2,500 properties (and districts) listed in the City's Inventory of Addresses, including review of properties and neighborhoods that were identified as eligible in previous surveys, preliminary research, as needed, and creation of maps.
- Upload of relevant information into the survey database for use in the field.
- Reconnaissance-level survey of 2,500 properties on the Inventory of Addresses.
- Public Outreach Meeting #1. The first outreach meeting will introduce the project and the methodology to the public and provide an opportunity for information and feedback early in the process.
- Provide the City with preliminary recommendations for the survey update.
- Hold Quarterly Meeting #2 with City Staff and the CHC sub-committee.
- Revise findings, as needed, based on feedback from City staff and the CHC sub-committee.

- Informal Presentation #2 to the CHC
- Additional revisions to survey findings/additional field review based on feedback from the CHC.
- Finalize data for the updated Inventory of Addresses.

Meeting(s): Public Outreach Meeting #1; Quarterly meeting #2 with City staff and CHC sub-committee; Informal presentation #2 to the CHC.

Deliverables: Preliminary survey findings for 2,500 properties included in the City's Inventory of Addresses.

December 2015-March 2016: Mid-Century-Era Survey

- Preparation for the survey of properties constructed between 1935 and 1970, including review of properties from this period identified in the historic context statement, preliminary research, compilation of existing information, and creation of study and field maps.
- Public Outreach Meeting #2. The second outreach meeting will introduce the Mid-Century-Era portion of the survey project and provide an opportunity for information and feedback.
- Upload of relevant information into the survey database for use in the field.
- Reconnaissance-level/windshield review of all properties constructed between 1935 and 1970 to identify eligible properties and neighborhoods. This will include any properties that are less than 45 years of age but that appear to meet the "exceptional importance" criteria consideration for resources from the recent past.
- Document eligible properties and neighborhoods in the survey database.
- Property and neighborhood-specific research as needed to complete the evaluations.
- Provide preliminary data to City staff and the CHC sub-committee for review and discussion.
- Quarterly meeting #3 with City staff and the CHC sub-committee. In conjunction with the City, identify up to six neighborhoods and 30 individual properties for documentation on the appropriate DPR forms.

- Revise findings, as needed, based on feedback from City staff and the CHC sub-committee.
- Prepare DPR forms for identified properties and neighborhoods.
- Additional revisions to survey findings/additional field review based on feedback from the CHC.
- Finalize data for the Mid-Century-Era survey.

Meeting(s): Public Outreach Meeting #2; Quarterly meeting #3 with City staff and CHC sub-committee.

Deliverables: Preliminary survey findings for Mid-Century-Era properties and districts.

### **Phase 3**

April-June 2016

During the third phase of the project, survey findings will be finalized and presented for adoption by the City council.

Tasks associated with this phase include:

- Public Outreach Meeting #3 to review survey findings and provide opportunity for feedback before the survey is presented to City Council for adoption.
- Quarterly Meeting #4 with City staff and the CHC sub-committee.
- Finalize all documentation and DPR forms for surveyed properties based on feedback from City staff, the CHC sub-committee, and/or the public.
- Prepare the draft Survey Report for review by City staff and the CHC sub-committee.
- Based on feedback from the City, prepare the Final Draft of the Survey Report for presentation to the CHC and the City Council.
- Informal presentation #3 to the CHC.
- Present survey findings for adoption by the City Council.

Meetings: Public Outreach Meeting #3; Quarterly Meeting #4 with City staff and the CHC sub-committee; Informal presentation #3 to CHC; Presentation to City Council.

Deliverable(s): Draft Survey Report (one pdf and one /Microsoft Word version); Final Survey Report (one pdf and eight hardbound copies); final survey data (including maps, database/property lists compatible with Arc GIS, and DPR forms).

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

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

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

Professional Liability Insurance	\$1,000,000/\$2,000,000
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#### General Liability:

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

#### Workers' Compensation:

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

#### Automobile Liability

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

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

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

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

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

#### Claims Made Policies:

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

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

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

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

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

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

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**ATTACHMENT 2**  
Request for Proposal (RFP),  
dated April 1, 2015



## CITY OF SOUTH PASADENA

1414 MISSION, SOUTH PASADENA, CA 91030  
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### REQUEST FOR PROPOSALS FOR A CITYWIDE HISTORIC RESOURCES SURVEY AND INVENTORY OF ADDRESSES SURVEY UPDATE

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**TO:** Prospective Consulting Firms

**DATE:** Wednesday, April 1, 2015

**PROPOSALS DUE:** Friday, April 17, 2015

**Introduction:** The City of South Pasadena Planning and Building Department seeks to commission a phased, citywide reconnaissance-level survey and survey update of all City properties/resources constructed through 1970. Phase 1 of the survey will include a swath of approximately 325 properties falling within the Area of Potential Effects (APE) for the Draft Environmental Impact Report (EIR) for the Caltrans State Route 710 North Study, which is currently in the public review/comment phase. Where Phase 1 properties intersect with eligible or designated historic districts, the Phase 1 survey area will expand accordingly to include district evaluations. Phase 1 has an expedited timeline, with draft results due by 07/01/15. The remaining phases will be planned and scheduled by the consultant team, in conjunction with the City, with the final survey results/report due by 07/01/16.

**BUDGET:** Not to Exceed \$65,000

**SCHEDULE:** **Phase 1:** (parcel count, approximately 325): 06/18/15: Phase 1 Draft Survey Results presented to CHC; 07/01/15: Phase 1 Survey Report and Database due. **Subsequent Phases:** Citywide Survey and Inventory of Addresses survey update: Schedule to be determined by City staff and consultant team

**CONTACT:** City of South Pasadena,  
c/o John Mayer, Senior Planner  
1414 Mission Street  
South Pasadena, California 91030  
(626) 403-7228

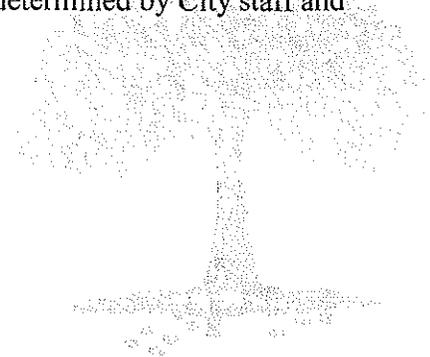


TABLE OF CONTENTS:

Project Summary/Overview.....	4
Project Need .....	4
Scope of Work.....	6
Deliverables.....	8
Consultant Qualifications.....	9
Proposals and Submittal Packets.....	10
Evaluation Process and Criteria.....	11
Insurance Requirements.....	12
Proposal Delivery/Due Date.....	12



## PROJECT SUMMARY / OVERVIEW

The City of South Pasadena (City) is requesting proposals from qualified consulting firms to conduct a phased, citywide reconnaissance-level historic resources survey of properties/resources constructed in the City through 1970, as well as to update previous surveys and the City's Inventory of Addresses, which includes approximately 2,500 properties.

Phase 1 of the survey will include a swath of approximately 325 properties falling within the Area of Potential Effects (APE) for the Caltrans State Route 710 North Study Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS), which is currently in the public review/comment phase. Where Phase 1 properties intersect with eligible or designated historic districts, the Phase 1 survey area will expand accordingly to include district evaluations. Phase 1 has an expedited timeline, with survey results, brief report, and database due by July 1, 2015. The remaining phases, which include an update of the City's Inventory of Addresses and surveys/evaluations of mid-century-era resources constructed through 1970, will be planned and scheduled by City staff and the consultant team, with the final survey results due by July 1, 2016.

The principal goals of the 2015/2016 historic resources survey are: (1) to update the City's out-of-date surveys and the Inventory of Addresses in accordance with applicable criteria and the Multiple-Property Documentation (MPD) framework provided in the 2014 *City of South Pasadena Historic Context Statement* (Historic Resources Group, December 2014); (2) to conduct surveys of all mid-century-era properties and resources in the City, in light of the themes of significance and property types identified in the *Historic Context Statement*; (3) to carry forward documentation on a select number of outstanding mid-century-era historic districts and individually eligible resources; and (4) to create and provide an efficient, user-friendly method for accessing and sharing survey data with the public, stakeholders, Cultural Heritage Commission (CHC), and City staff through the use of state-of-the-art survey techniques and creation of a searchable database and/or Arc-GIS data/shape files easily adapted to the City's Arc-GIS and mapping system.

## PROJECT BACKGROUND AND NEED

### **City of South Pasadena's Goals and Policies for Historic Preservation**

With a population of over 25,000 residents, the City of South Pasadena spans approximately 3.5 square miles between the cities of Los Angeles and Pasadena. Incorporated in 1888, South Pasadena prides itself on the quality and historic character of its neighborhoods and its small-town ambience. Maintaining these qualities is considered key for retaining residents and businesses and for increasing the desirability of the City for new residents, business, and visitors. The commitment to historic preservation is codified in the City's General Plan, through the Historic Preservation Element and Historic Preservation Ordinance. As stated in the City's Historic Preservation Element,

The essential core of South Pasadena's historic preservation plan...demonstrates a commitment to protect endangered resources, the special character of the City and quality of its neighborhoods. The Historic Preservation Element will help preserve this commitment by becoming one part of a comprehensive historic preservation program that recognizes the value that a sense of history can contribute to the community by providing

stability and continuity without sacrificing goals for new growth and development (p. V-1).

The historic resources survey and survey update furthers the objectives of the Historic Preservation Element of the General Plan by allowing for the identification and documentation of properties, resources, and neighborhoods that serve as significant examples of the City's social and architectural history as well as encouraging and providing for the sensitive treatment of historically significant properties and resources through the City's planning and permitting processes.

### **Previous Historic Resources Surveys in South Pasadena**

Much of the pre-1945 built environment in South Pasadena has been surveyed, though the surveys are out of date. The first comprehensive survey was commissioned in 1991 to develop and establish an inventory of historic resources. The impetus for commissioning the original 1991 survey was a proposed project by the California Department of Transportation to construct an extension of the State Route 710 freeway through the center of the City; due to this ongoing threat, the entire City was listed by the National Trust of Historic Preservation as one of its Eleven Most Endangered Places in the United States between 1989 and 1994. (The schedule for Phase 1 of the current survey effort is driven by the environmental review comment period for a new proposed project for State Route 710.)

In November 1994, the City Council adopted the survey results and established the "Inventory of Addresses," a list of properties, resources, and districts that are designated, formally determined eligible for federal, state, or local listing, or appearing eligible for federal, state, or local listing. In accordance with the City's Cultural Heritage Ordinance, all properties on the Inventory are subject to the California Environmental Quality Act (CEQA) and design review/project-level review for conformance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and the City's Design Guidelines. The Inventory of Addresses also includes properties and conservation districts that are of interest to local planning (the equivalent of a 6L California Historic Resources status code). The current scope of work will also include properties determined to be of interest to local planning.

In 2002, the Inventory of Addresses was updated in a two-phase survey. Phase I involved documenting 69 potential historic districts and 250 individual properties on Department of Parks and Recreation (DPR) Series 523 Primary Records. In January 2003, Phase II was initiated to complete intensive-level documentation on DPR Series 523 Building, Structure, and Object Records of six eligible historic districts and of 261 individual properties.

As of March 2015, the City has 53 local, state, and federal designated landmarks, five designated historic districts, and approximately 1,970 properties dating from 1935 to 1970. In addition, the City's Inventory of Addresses includes approximately 2,500 properties (both individual and district contributors), most of which are contributors to historic districts. The Inventory represents approximately 38 percent of all legal parcels in the City.

Given the key role of the Inventory in identifying and protecting the City's historically significant properties, it is critical that the Inventory and survey be updated. As a first step toward updating the survey, in 2013/2014 the City commissioned an MPD-driven Citywide Historic Context Statement (HCS). The HCS provides a consistent, context-driven framework for identifying and evaluating historic properties, resources, and districts. The updated HCS

identifies the themes of significance, associated property types, character-defining features, and eligibility criteria for properties spanning the era of "Town Settlement" (1873-1899) through the mid-century modern era.

## SCOPE OF WORK

The citywide reconnaissance-level survey and Inventory of Addresses update will be led by a highly qualified consultant team, in conjunction with City staff, the CHC, and interested citizens and stakeholders. The consultant will work closely with the CHC, members of the Planning staff, and under the general direction of the Planning Director. Staff will request that the CHC select a subcommittee to guide and assist the process. Staff will submit drafts of the consultant's work to the Office of Historic Preservation (OHP) for review and comment for the duration of the project. The selected consultant will perform all work in accordance with established professional practices, and utilizing the framework provided in the 2014 Citywide HCS.

The project priorities and scope of work include the following:

- Reconnaissance-level survey of Phase I properties within the APE for Caltrans State Route 710; this portion of the project is time sensitive, with results due by July 1, 2015; the City will provide the selected consultant with a property list and map;
- Reconnaissance-level survey update for approximately 2,500 properties included in the City's Inventory of Addresses; the City will provide the consultant with the Inventory and accompanying maps of individual resources and historic districts;
- Survey of all mid-century-era properties and resources built from 1935 through 1970;
- Draft/final survey report and accompanying MS Excel database, with survey results, photographs, applicable themes of significance and character-defining features; for eligible historic district, all contributors and non-contributors, including ancillary buildings/structures and associated planning features, will also be noted;
- Applicable California Historical Resources Status Codes will be assigned to all evaluated properties; an additional status code will be assigned for properties where buildings are not visible from the public right-of-way (the code would be equivalent to the "QQQ" code used for SurveyLA by the City of Los Angeles Office of Historic Resources);
- Evaluations will apply federal, state, and local criteria of significance and follow the framework provided in the 2014 Citywide HCS; the survey will also consider properties fewer than 45 years of age that may be of exceptional significance under applicable evaluation criteria as well as properties/conservation districts of interest to local planning (California Historical Resources Status Code of 6L);
- Inventory Updates and Documentation: Department of Parks and Recreation Series 523 forms will not be required for updated evaluations of the 2,500 Inventory-listed properties; for updated evaluations that result in a finding of ineligibility for properties

previously included in the Inventory, the consultant will propose an approach for the appropriate level/type of documentation to be provided;

- Mid-Century-Era Resources: One area of emphasis for the survey will be the mid-century-era (1935 to 1970); in conjunction with the City and CHC, the consultant will select and carry forward DPR Series 523 forms and Building, Structure, and Object (BSO) Records for a specified number of eligible historic districts and individual properties from this era; it is assumed that no more than 6 historic districts and 30 individual properties/resources will require this documentation.; these resources will be recorded on appropriate DPR Series 523 forms;
- Public Outreach: Conduct three (3) public outreach meetings in order to build awareness of the survey and its goals among the public and preservation stakeholders;
- Database: Create a searchable database with survey findings, in MS Excel; data provided to the City would preferably include Arc-GIS shape files or Arc-GIS-compatible data, for ease of integration into the City's mapping system.

## METHODOLOGY

All work will be performed and deliverables produced in accordance with the Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration; National Register Bulletins No. 24 (Guidelines for Local Surveys: A Basis for Preservation Planning), No. 15 (How to Apply the National Register Criteria for Evaluation), No. 16B (How to Complete the National Register Multiple Property Documentation Form), as well as the California State Office of Historic Preservation Instructions for Recording Historical Resources. The consultant will ensure that the principal project personnel meet the appropriate professional qualifications standards set forth in CFR Part 61, Appendix A for architectural historians/historians.

## PROJECT DELIVERABLES

The project deliverables will be as follows:

- Conduct three (3) public outreach meetings for the public and preservation stakeholders to build awareness of and support for the goals of the survey update, its methods, and findings;
- Three (3) informal presentations/updates to the CHC on the survey methodology, phasing, milestones, and findings as the work progresses; including the June 18th, 2015 CHC meeting for Phase I. The other CHC meetings will be determined in conjunction with the City and selected consultant;
- One (1) formal presentation of the final survey report with findings and conclusions to the City Council;
- Prepare and provide all presentation materials for community outreach meetings, CHC, and City Council meetings;

- Periodic teleconference with City Staff and CHC subcommittee to review project status and progress; one informal, in-person project status meeting would be required with City staff every quarter throughout the duration of the project;
- Updated Survey Area Results Map (in draft and final form);
- One (1) PDF and one (1) MS Word version of the draft survey report, and one (1) PDF and eight (8) bound hardcopies of the final survey report, incorporating City's comments.
- Searchable Arc-GIS compatible database with detailed survey results (i.e. MS Excel). Database will be searchable by Assessor's Parcel Number, property type, address/location, architectural style, architect, date of construction, and other categories as needed and as recommended by the consultant team;
- Consultant costs will include one (1) round of comments for each draft deliverable.

## SCHEDULE OF PROJECT SUBMITTALS

The City of South Pasadena has established a one-year timeframe for completion of the survey and survey update. The deadline for Phase 1 is July 1, 2015; this includes approximately 325 properties. The deadline for completing the remainder of the survey is July 1, 2016. Consultant proposals should include a description of the recommended scope of work, milestones, and deadlines for completion of tasks. A detailed project schedule will be determined and established with the selected consultant.

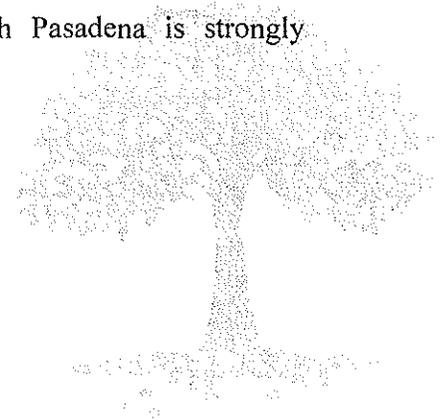
## CONSULTANT QUALIFICATIONS

The consultant's key personnel must meet the professional qualifications standards set forth in 36 CFR Part 61, Appendix A (See Attachment A). In addition, the key project personnel/project manager for the duration of the project should have the following credentials:

- A graduate degree in historic preservation (or a closely related area of study) and a minimum of 10 years of experience in historic preservation and the identification, evaluation, and documentation of historic resources;
- Demonstrated experience in evaluating and documenting mid-century-era resources;
- Demonstrated experience in successfully planning and carrying out large-scale historic resource surveys and managing data;
- Experience with Arc-GIS and in-house Arc-GIS enabled survey tablets is preferred;
- Experience in conducting historic resource surveys in South Pasadena is strongly preferred.

## PROPOSALS AND SUBMITTAL PACKETS

All consultant proposals should include the following information:



## **Introduction**

Include a brief introduction describing the consultant team's understanding of the project objectives, recommended scope, and requirements.

## **Technical Approach**

Description of recommended approach and related tasks for successfully completing all steps and deliverables.

## **Timeline/Milestones**

Description of the schedule/deadlines for major milestones for each proposed task. The anticipated, estimated meeting dates should also be identified. Note that the CHC meets on the 3rd Thursday of each month and the City Council meets on the first and third Wednesday of each month.

## **Key Staff and Organization**

Descriptions/qualifications for the consultant firm and all key staff, including any subconsultants, selected to complete the scope of work, including project roles and responsibilities. Accompanying resumes should be included for key staff.

## **Fee schedule**

A per-task breakdown of project costs, including hours and staff assignments. The total not-to-exceed fee is \$65,000.

## **Work Samples and References**

Please provide three (3) work samples and three (3) recent client references for comparable projects; include names, addresses, telephone numbers and email addresses for all references.

## **Conflict of Interest**

Provide a statement of any possible conflict of interest that the consultant may have in providing the requested services (one page maximum).

The consultants shall adhere to all project deadlines as specified in the final contract. The schedule of deadlines and submittal dates will be discussed further, and established with the selected consultant. No extensions will be allowed unless the contractor requests it, and staff approves it before a particular deadline. Failure to submit the required work products by the scheduled deadlines will result in cancellation of the remainder of the contract, and all outstanding invoices. Should cancellation occur, all materials collected and/or developed during the process will be the property of the City of South Pasadena.

## **EVALUATION PROCESS AND CRITERIA**

Proposals will be evaluated based upon a competitive selection process. In reviewing and evaluating the submitted proposals, the City will use the following criteria:

<b>Rating Item</b>	<b>Relative Weight</b>
▪ Demonstrated track record in successfully planning and executing large-scale historic resource surveys: 30%	
▪ Proposal demonstrates understanding of the specific project needs and provides clear tasks and recommended approach for completing phases of project: 30%	
▪ Qualifications and relevant experience for project team and key personnel: 30%	
▪ Previous experience conducting historic resource surveys in South Pasadena: 10%	

Those firms ranked highest will be interviewed. City staff and the CHC subcommittee will review proposals based upon the above-stated criteria and invite three (3) consultant teams to make brief, informal presentations of their proposed approach and relevant project experience. Due to the expedited schedule for Phase I of the survey, proposals are due Friday, **April 17<sup>th</sup>, 2015**. The teams selected for interviews will be notified by COB Tuesday, **April 21, 2015**. Interviews are expected to take place during the week of **April 27, 2015**. It is anticipated that total screening, interviews, selection process, and contract signatures will be completed within the first two weeks of May 2015. Selection of the consultant team will be carried out by a review committee including City staff and two members of the CHC.

### **INSURANCE REQUIREMENTS**

The City of South Pasadena will require the selected firm to provide insurance, and proof thereof as follows: Workman's Compensation, in accordance with State Law; Commercial General Liability in the amount of \$1 million accompanied by the Additional Insured Endorsement; Professional Liability in the amount of \$1 million.

### **PROPOSAL DELIVERY**

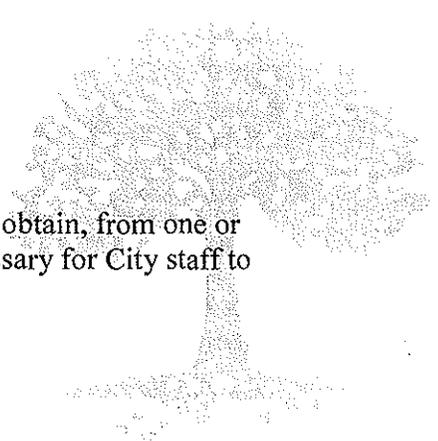
The proposal should be submitted as follows:

- One compiled digital copy of the proposal and attachments in PDF format;
- One unbound, single-sided copy on standard 8 ½ x 11" paper;
- Two additional double-sided copies.

The proposal shall be delivered by no later than **4 p.m. on Friday, April 17, 2015** to:  
 City of South Pasadena, Planning & Building  
 c/o John Mayer, Senior Planner  
 1414 Mission Street  
 South Pasadena, CA 91030

### **DISCRETION**

The City reserves the right to reject any or all proposals or to request and obtain, from one or more of the consulting firms, supplementary information as may be necessary for City staff to analyze the proposal pursuant to the consultant selection criteria.



The Consultant by submitting a response to this Request for Proposals (RFP) waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more of the firms regarding this RFP.

Request for clarification of the information contained herein shall be submitted in writing to the attention of John Mayer, prior to **April 14, 2015**. Responses to any clarification questions will be provided to each group from which proposals have been requested. If you have any questions regarding the Request for Proposal, you may contact John Mayer at (626) 403-7228, or via e-mail at [jmayer@southpasadenaca.gov](mailto:jmayer@southpasadenaca.gov). Electronic versions of the Cultural Heritage Inventory of Addresses and other documents will be provided upon request.

Sincerely,



John Mayer,  
Senior Planner

Attachments:

Professional Qualifications Standards (36 CFR Part 61, Appendix A)

City of South Pasadena Maps:

- (1) Eligible Historic Districts
- (2) Parcels showing Dates of Construction



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**ATTACHMENT 3**  
Historic Consultants  
Mailing List

**ASM Affiliates**  
20 N. Raymond Ave., Ste. 220  
Pasadena, CA 91103

**ICF International**  
Attn: Richard Starzak  
601 W. Fifth St., Ste. 900  
Los Angeles, CA 90071

**GPA Consulting**  
Attn: Andrea Galvin  
Attn: Danielle Buzas  
231 California St.  
El Segundo, CA 90245

**Roschen Van Cleve Architects**  
Attn: Christi Van Cleve  
2012 Hyperion Avenue  
Los Angeles, CA 90028

**BCR Consulting**  
Attn: David Brunzell  
1420 Guadalajara Pl.  
Claremont, CA 91711

**Architectural Resources Group**  
Attn: Katie Horak  
8 Mills Place, 3rd Floor  
Pasadena, CA 91105  
Email: [k.horak@arg-la.com](mailto:k.horak@arg-la.com)

**The Building Biographer**  
Attn: Tim Gregory  
400 E. California Blvd., #3  
Pasadena, CA 91106

**Historic Consultants, Inc.**  
256 S. Robertson Blvd.  
Beverly Hills, CA 90211-2898

**Page & Turnbull**  
Attn: John Lesak,  
417 S. Hill Street, Ste. 211  
Los Angeles, CA 90013

**Sapphos Environmental, Inc.**  
Attn: Nancy Razo  
430 N. Halstead St.  
Pasadena, CA 91107

**Historic Resources Group**  
Attn: Bryan Fahrback  
Attn: Christine Lazarretto  
12 S. Fair Oaks Ave., Ste. 200  
Pasadena, CA 91105-1915

**John Ash Group Architects**  
Attn: John Ash  
428 First Street  
Eureka, CA 95501

**Chattel Architecture, Planning & Preservation**  
Attn: Robert Chattel  
13417 Ventura Blvd.  
Sherman Oaks, Ca 91423

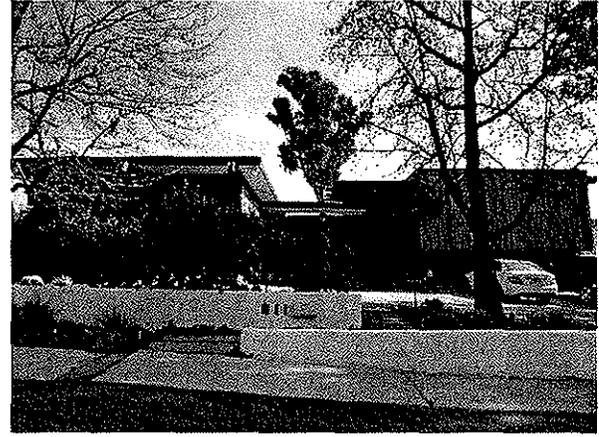
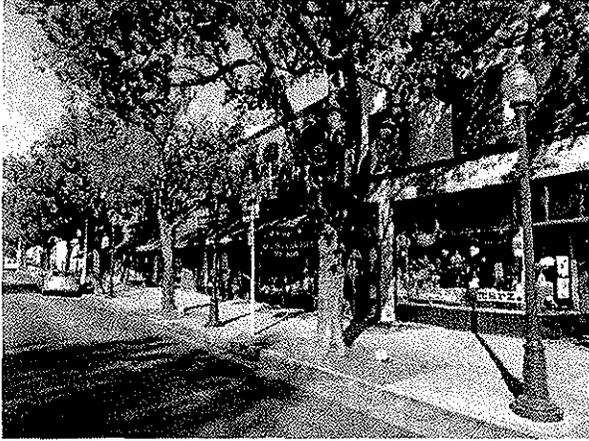
**Charles J. Fisher, Historian**  
Attn: Charles Fisher  
140 S. Avenue 57  
Highland Park, CA 90042

**Historic Preservation Partners**  
Attn: Vanessa Withers  
419 Concord Ave.  
Monrovia, CA 91016

**PCR Services Corporation**  
80 S. Lake Ave.  
Pasadena, CA 91101

**SWCA Environmental Consultants**  
Attn: Debi Howell-Ardila Program Director  
150 S. Arroyo Parkway, 2nd Floor  
Pasadena, CA 91105

**ATTACHMENT 4**  
HRG Proposal



PROPOSAL

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

*April 17, 2015*

HISTORIC RESOURCES GROUP

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-1915

Telephone 626-793-2400, Facsimile 626-793-2401

[www.historicresourcesgroup.com](http://www.historicresourcesgroup.com)

PREPARED FOR

City of South Pasadena  
Planning & Building  
Attn: John Mayer, Senior Planner  
1414 Mission Street  
South Pasadena, CA 91030

PROPOSAL

South Pasadena Historic Resources Survey  
and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

TABLE OF CONTENTS

1 Introduction  
2 Technical Approach  
6 Work Plan/Milestones  
10 Key Staff and Organization  
14 References  
16 Conflict of Interest Statement  
16 Summary

**Appendix A: Timeline**

**Appendix B: Fee Schedule**

**Appendix C: Staff Resumes**

**Appendix D: Work Samples (on CD)**

- **Riverside Citywide Modernism Intensive Survey**
- **Temple City Historic Resources Survey**
- **SurveyLA Historic Resources Survey: Brentwood – Pacific Palisades Community Plan Area**

PROPOSAL

**South Pasadena Historic Resources Survey  
and Inventory of Addresses Survey Update**

HISTORIC RESOURCES GROUP

## INTRODUCTION

In response to the Request for Proposals dated April 1, 2015, Historic Resources Group (HRG) is pleased to submit this proposal to conduct a Historic Resources Survey and Inventory of Addresses Survey Update for the City of South Pasadena. The firm completed the South Pasadena Historic Context Statement in 2014, and is grateful for the opportunity to continue that work with the survey update.

Established in 1989, HRG has extensive experience preparing historic context statements, coordinating survey and planning programs, and conducting historic resource surveys. HRG is a leading consultant in the design and implementation of effective historic preservation programs, including the preparation of survey documents, ordinances, preservation elements, design guidelines, training for staff and decision-makers, and other preservation-related activities.

HRG understands what it takes to complete a well-researched and well-documented project that will provide the City the information needed to maintain a local historic resources

inventory, evaluate potential historic resources in the future, and inform and complement City planning documents (including the General Plan). The project will be undertaken in a comprehensive manner that focuses on the information most pertinent to the documentation and evaluation of the built environment in South Pasadena.

HRG understands that the survey is phased to allow for the collection of data for properties within the Area of Potential Effects (APE) for the Caltrans State Route 710, in order to provide additional information to City staff and decision-makers about historic resources during review of the Draft Environmental Impact Report for the project. The primary goals of the second phase of the project are to provide the City with an updated Inventory of Addresses based on the framework established in the Historic Context Statement so that the City has up-to-date information on its historic resources; document eligible properties from the Modern era; and provide the City with a user-friendly method for sharing survey data.

## PROPOSAL

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

#### TECHNICAL APPROACH

The technical approach addresses the tasks outlined in the Request for Proposals and is further based on previous historic resources survey experience, along with an understanding of the City of South Pasadena. Consultation throughout the project will take place between the HRG project manager, City staff, and the sub-committee of the Cultural Heritage Commission (CHC).

The historic resources survey will follow guidance and standards developed by the National Park Service and the California State Office of Historic Preservation. Guiding documents include: The Secretary of the Interior's Standards for Preservation Planning, Identification, Evaluation and Registration; National Register Bulletin No. 24: Guidelines for Local Surveys; National Register Bulletin No. 15: How to Apply the National Criteria for Evaluation; National Register Bulletin No. 16B: How to Complete the National Register Multiple Property Documentation; and the California Office of Historic Preservation's Instructions for Recording Historical Resources.

Properties will be evaluated based on contexts and themes identified in the South Pasadena Historic Context Statement for eligibility at the federal, state, and local levels. This will include

properties that may warrant special consideration in local planning, even though they do not appear eligible for designation.

All members of the project team meet the Secretary of the Interior's professional qualification standards. The project manager and senior staff members have more than ten years of experience in the field of historic preservation.

#### Survey Update

Informed by previous survey efforts, historic aerials, and maps detailing development of the City by decade, HRG will execute a reconnaissance-level survey, first of the Phase 1 properties within the Caltrans State Route 710 APE, and then in Phase 2 for the approximately 2,500 properties included in the City's Inventory of addresses. Reconnaissance-level survey tasks include:

- Review properties and districts that have been previously surveyed;
- Identify properties (including buildings, structures, landscapes, and other historic features) that require further study;
- Identify potential historic districts for further study;
- Determine integrity thresholds for the extant property types and

#### PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

periods of development identified in the field; and

- Determine the relevant criteria and historic context for potentially eligible properties, based on the contexts and themes identified in the South Pasadena Historic Context Statement.

Once an initial review of the properties has been completed, preliminary results will be reviewed and vetted by the project team in order to make final recommendations for eligibility. Building permit and other property-specific research will be conducted as needed in order to inform this effort. Preliminary findings (in the form of a list and map) will be provided to City staff and the CHC sub-committee for review and discussion.

#### **Mid-Century-Era Properties**

The documentation of properties constructed during the modern era (defined as 1935 to 1970 in the RFP) is a particular area of focus for the survey, as these buildings have not been comprehensively reviewed in previous survey efforts and the City has a rich collection of resources from this period. HRG will conduct fieldwork to review all properties constructed between 1935 and 1970. The technical approach for these properties will follow the reconnaissance method outlined above, with the field team

looking at all properties constructed during this period and identifying those that have potential significance based on the contexts and themes outlined in the context statement.

As specified in the RFP, in consultation with the City, a subset of up to six historic districts and 30 individual resources from this period will be documented on the appropriate State of California Department of Parks and Recreation forms for historic resources (DPR forms). HRG proposes a non-narrative building description format for the DPR 523A forms. These bullet-point descriptions can be completed quickly and accurately in the field, eliminating the time needed to draft narrative descriptions. Building features, alterations, and character-defining features are identified by the surveyor, creating a description that is easily read and understood.

Building, Structure, and Object Records (DPR 523B forms) will include the appropriate context and theme based on the South Pasadena Historic Context Statement, along with a summary statement of significance.

#### **Documentation**

Field data will be collected in an Access-based database developed by HRG for historic resources surveys. The database is populated with baseline information from the City's GIS data so that survey findings can be linked with the City's

#### **PROPOSAL**

# **South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

existing property information and maps. It is searchable by the fields as outlined in the RFP, or by additional fields as determined during the project. Field data will be gathered using Tablet PCs, allowing surveyors to collect building information in the field directly into the database.

The database includes drop-down menus populated with architectural styles and their associated character-defining features; contexts and themes as identified in the context statement, along with the associated eligibility criteria; and the applicable California Historic Resources Status Codes (including an additional code for properties that cannot be viewed from the public right-of-way). Additional data gathered in the field includes a digital photograph of each property, and a record of alterations.

For the survey update, the database will be pre-populated with the evaluations and information from previous surveys. The survey team will update the alterations and integrity assessments, and evaluate each property according to the updated context statement. Properties that were identified as eligible during a previous survey that no longer appear eligible will be documented in the same way, with a statement that clearly outlines the reason for the revised assessment (e.g. no longer retains sufficient integrity to convey its historic significance; is not

eligible under the registration requirements as outlined in the historic context statement, etc.).

For the survey of Mid-Century-Era resources, the database includes fields that correspond to those required on the DPR 523A and B forms so that the information gathered in the field can also be used to complete the required forms.

#### **Public Outreach**

A key component of the project is a public outreach effort. Public outreach will help to inform the survey effort, as local residents and interested stakeholders can enrich the scholarship of the project with information about local history and the built environment. Outreach efforts will also serve to inform the public about the survey effort, increase communication between the community and the City, and create support and understanding of the project. For this survey project, HRG will coordinate three community workshops.

#### **Survey Report**

HRG will prepare a draft Survey Report for review and discussion by City staff and the CHC sub-committee. The final Survey Report will be revised based on feedback from the City and presented along with the survey findings to the City Council. It is recommended that the survey is also presented to the State

#### **PROPOSAL**

# **South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

Office of Historic Preservation for  
approval in order to update the State  
Historic Resources Inventory for South  
Pasadena.

**PROPOSAL**

## **South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

#### WORK PLAN/MILESTONES

The preliminary project schedule outlines the team's overall approach and identifies the significant milestones. This schedule follows an approximately 13-month timeline as identified in the RFP; a more precise project schedule with specific deadlines will be developed in coordination with City staff.

Following the completion of Phase 1, the schedule as proposed divides the project into three distinct components: the update of the City's Inventory of Addresses; the Mid-Century-Era survey; and the finalization of all deliverables and final presentations to the CHC and the City Council. However, HRG is certainly willing to discuss and/or revise this approach if there is a schedule that will better address the needs of the City.

The schedule is organized to allow for internal review by the project team, along with review by City staff and the CHC at critical junctures. HRG understands that the California Office of Historic Preservation (OHP) will also provide input and feedback throughout the process, at the direction of City staff and the CHC. The public outreach is phased to allow the community to have meaningful input at various stages of the project, and to allow time to address questions from property owners prior to the presentation of the survey

findings to the City Council. Should the project schedule need to be revised in order to allow for additional review or comment at any point during the project, HRG will work with City staff to revise the overall schedule and deadlines for deliverables. HRG will coordinate periodic phone updates with City staff and/or the CHC sub-committee; those informal communications are not reflected in the milestones below, but will be readily undertaken as needed as the project progresses.

#### Phase 1

##### May-July 2015

The first phase of the project involves the execution of a reconnaissance-level survey of the approximately 325 properties within the APE for Caltrans State Route 710. This task will be undertaken using the existing Cultural Resources Study of the Draft Environmental Impact Report as a starting point and for baseline data. In addition, should any historic districts be identified that are immediately adjacent to, or partially within, the APE, the Phase 1 study will include a review of those districts. HRG understands that this task is time sensitive and will complete this survey by or before July 1, 2015, presenting draft results to the CHC at their meeting on June 18, 2015.

#### PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

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Tasks during this period will include:

- Kick off meeting/Quarterly Meeting #1 with City staff and CHC sub-committee.
- Review of existing City documents and previous surveys for properties within the APE.
- Customization of the database to meet the specific needs of the project.
- Production of maps to be used for research and analysis, along with field maps. Mapping will reflect historical periods of development, tract boundaries and subdivision dates, and zoning patterns.
- Follow-up meeting or teleconference with the City and the CHC sub-committee prior to the presentation of the findings to the CHC on June 18, 2015.
- Preparation of deliverables for use by the City in reviewing proposed impacts from Caltrans State Route 710, including a survey report addressing the methodology and the findings, and the final survey data for the APE.

Meeting(s): Quarterly Meeting #1/Kick-off Meeting with City staff and CHC sub-committee; presentation to the CHC on June 18, 2015.

Deliverable(s): Phase 1 Draft Survey Results to CHC on June 18, 2015; Phase 1 Survey Report and Database on July 1, 2015.

**Phase 2**

July-December 2015:

Update the City's Inventory of Addresses

This phase of the project will consist of:

- Preparation for the reconnaissance-level survey of the 2,500 properties (and districts) listed in the City's Inventory of Addresses, including review of properties and neighborhoods that were identified as eligible in previous surveys, preliminary research, as needed, and creation of maps.
- Upload of relevant information into the survey database for use in the field.
- Reconnaissance-level survey of 2,500 properties on the Inventory of Addresses.
- Public Outreach Meeting #1. The first outreach meeting will introduce the project and the methodology to the public and provide an opportunity for information and feedback early in the process.
- Provide the City with preliminary recommendations for the survey update.

PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

- Hold quarterly meeting #2 with City staff and the CHC sub-committee.
- Revise findings, as needed, based on feedback from City staff and the CHC sub-committee.
- Informal presentation #2 to the CHC.
- Additional revisions to survey findings/additional field review based on feedback from the CHC.
- Finalize data for the updated Inventory of Addresses.
- Public Outreach Meeting #2. The second outreach meeting will introduce the Mid-Century-Era portion of the survey project and provide an opportunity for information and feedback.
- Upload of relevant information into the survey database for use in the field.
- Reconnaissance-level/windshield review of all properties constructed between 1935 and 1970 to identify eligible properties and neighborhoods. This will include any properties that are less than 45 years of age but that appear to meet the "exceptional importance" criteria consideration for resources from the recent past.

Meeting(s): Public Outreach Meeting #1; Quarterly meeting #2 with City staff and CHC sub-committee; Informal presentation #2 to the CHC.

Deliverables: Preliminary survey findings for 2,500 properties included in the City's Inventory of Addresses.

December 2015-March 2016:  
Mid-Century-Era Survey

- Preparation for the survey of properties constructed between 1935 and 1970, including review of properties from this period identified in the historic context statement, preliminary research, compilation of existing information, and creation of study and field maps.
- Document eligible properties and neighborhoods in the survey database.
- Property and neighborhood-specific research as needed to complete the evaluations.
- Provide preliminary data to City staff and the CHC sub-committee for review and discussion.
- Quarterly meeting #3 with City staff and the CHC sub-committee. In conjunction with the City, identify up to six neighborhoods and 30 individual properties for

PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

documentation on the appropriate DPR forms.

- Revise findings, as needed, based on feedback from City staff and the CHC sub-committee.
- Prepare DPR forms for identified properties and neighborhoods.
- Additional revisions to survey findings/additional field review based on feedback from the CHC.
- Finalize data for the Mid-Century-Era survey.
- Quarterly Meeting #4 with City staff and the CHC sub-committee.
- Finalize all documentation and DPR forms for surveyed properties based on feedback from City staff, the CHC sub-committee, and/or the public.
- Prepare the draft Survey Report for review by City staff and the CHC sub-committee.
- Based on feedback from the City, prepare the Final Draft of the Survey Report for presentation to the CHC and the City Council.
- Informal presentation #3 to the CHC.
- Present survey findings for adoption by the City Council.

Meeting(s): Public Outreach Meeting #2; Quarterly meeting #3 with City staff and CHC sub-committee

Deliverables: Preliminary survey findings for Mid-Century-Era properties and districts.

### **Phase 3**

April-June 2016

During the third phase of the project, survey findings will be finalized and presented for adoption by the City council. Tasks associated with this phase include:

- Public Outreach Meeting #3 to review survey findings and provide opportunity for feedback before the survey is presented to City Council for adoption.

Meetings: Public Outreach Meeting #3; Quarterly Meeting #4 with City staff and the CHC sub-committee; Informal presentation #3 to CHC; Presentation to City Council.

Deliverable(s): Draft Survey Report (one pdf and one /Microsoft Word version); Final Survey Report (one pdf and eight hardbound copies); final survey data (including maps, database/property lists compatible with Arc GIS, and DPR forms).

*A project timeline can be found in Appendix A.*

## **PROPOSAL**

# **South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

**KEY STAFF AND ORGANIZATION**

HRG staff is composed of preservation professionals who have extensive experience working with local communities on historic resources surveys and historic context statements. HRG staff have completed historic resources studies for cities throughout California, including: Beverly Hills, Fresno, Glendale, Los Angeles, Paso Robles, Pasadena, Riverside, San Clemente, San Diego, San Luis Obispo, Santa Ana, Santa Monica, South Pasadena, and Ventura, among many others.

The project team is composed of a project manager, senior staff to provide input and assist with property evaluations to ensure a consistency in methodology and a consensus among professionals, and key support staff to assist with research and fieldwork.

**Project Staff**Christine Lazzaretto

Christine Lazzaretto, Principal, has over ten years of experience in historic preservation. At HRG, Christine manages a wide range of historic preservation projects, including surveys and historic context statements, environmental review, city planning efforts, historic resource assessments, tax credits, and nominations. Christine previously worked for Pasadena Heritage, a nonprofit historic preservation organization, where she

served as Director of Education and the first Preservation Director.

Christine managed the citywide survey update and historic context statement for the City of Beverly Hills. The Beverly Hills project is particularly relevant to the proposed survey update in South Pasadena. The first citywide survey in Beverly Hills was in 1985. Since that time there have been several survey updates, but the current project is the first comprehensive look at the city's resources and development history since the 1980s. The survey effort involves the management of a team of survey professionals, the creation of a context statement spanning all periods of development and with specific registration requirements that address the city's extant resources, and both a survey update and the identification of resources that have not been previously studied.

Christine managed the City of Riverside's Survey of Modern Resources, an intensive-level survey of resources constructed between 1935 and 1975 by notable local masters. She developed historic context statements for San Diego, Paso Robles, San Luis Obispo, and Glendale. Christine was the project manager and primary author of the South Pasadena Historic Context Statement, and therefore has a solid understanding of the development

**PROPOSAL**

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

patterns that influenced the built environment in the city.

Christine is an integral part of HRG's SurveyLA team, participating in all aspects of that project. She managed the SurveyLA public outreach project, and authored the MyHistoricLA Guide to Public Participation. She co-authored the Resources of the Recent Past Historic Context for the City of Pasadena and wrote the Entertainment Industry context for SurveyLA.

*Role in the Project*

Christine will serve as the Project Manager for the survey and will be the liaison with City staff. Christine meets the Secretary of the Interior's Professional Qualifications Standards in History and Architectural History.

Paul Travis

Paul Travis, AICP, Principal, has more than ten years of experience in historic preservation. At HRG, Paul manages planning-related projects with a focus on large, multi-property sites including historic downtowns, neighborhoods and districts, industrial sites, motion picture studios, military bases, and college campuses. Recent survey experience includes historic resource surveys for the cities of Ventura, Glendale, Paso Robles, San Diego, and Fresno. Paul has also participated in numerous phases of SurveyLA.

*Role in the Project*

As a senior staff member, Paul will provide input and guidance on evaluations and methodology, and will participate if needed in the fieldwork. He meets the Secretary of the Interior's Professional Qualification Standards in History.

John LoCascio

John LoCascio, AIA, Senior Architect, has Bachelor of Architecture and Master of Heritage Conservation degrees, both from the University of Southern California.

A licensed, practicing architect for over 20 years, John has worked on a wide variety of projects involving historic buildings in Southern California. In addition, he served on the Board of Directors of The Glendale Historical Society, a non-profit historic preservation advocacy organization, from 2003 to 2012 and served as the group's president from 2008 to 2011. He was awarded the Society's Zelia Blanton Award in 2012 in recognition of his efforts in advancing the cause of historic preservation in Glendale. John previously served as the Executive Director of Claremont Heritage, reviewing environmental documents, researching and preparing policy statements, and advising the City of Claremont on planning and design issues.

PROPOSAL

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

*Role in the Project*

John will serve as an advisor to the project, assisting with property evaluations, documentation, and development of DPR forms. He meets the Secretary of the Interior's Professional Qualifications Standards in Historic Architecture and Architectural History.

Heather Goers

Heather Goers, Architectural Historian, has a Bachelor of Arts in Humanities from the University of Chicago and a Masters in Historic Preservation from the University of Southern California. Prior to working at HRC, Heather had her own historic preservation consulting practice and worked for organizations including the Los Angeles County Museum of Art, the Los Angeles Conservancy, and the Ennis House Foundation.

Heather has participated in numerous historic resources surveys, including SurveyLA and Beverly Hills, and she assisted with the context statement for San Luis Obispo. Heather was an integral member of the project team for the South Pasadena Historic Context Statement, developing and drafting several of the contexts and themes and providing valuable research assistance.

*Role in the Project*

Heather will provide research assistance for the project for both individual properties and potential historic districts, and she will assist with the development of the survey report and DPR forms. She meets the Secretary of the Interior's Professional Qualifications Standards in History and Architectural History.

Molly Iker

Molly Iker, Associate Architectural Historian, has a Bachelor of Arts in History and a Bachelor of Music in Instrumental Performance from Chapman University and will receive a Master of Arts in Historic Preservation from the University of Delaware in May 2015.

Prior to joining HRC, Molly worked as a Graduate Research Assistant for the Center for Historic Architecture and Design, a historic preservation organization located at the University of Delaware. Her responsibilities included assisting with a large-format photography project, aiding in the compilation of lists of historically significant sites along Delaware's Byways, and creating photographic databases of historic sites along Delaware's Byways and Newark, Delaware's Main Street. Molly also worked for Chapman University's

## PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

Honors Program and CBS' Consumer Products division.

At HRC, Molly prepares historic assessments and National Register nominations. She has conducted research for several citywide historic context statements, including those for Beverly Hills and Palm Springs. She also participates in research and writing for SurveyLA.

*Role in the Project*

Molly will participate in research and field documentation. Upon receipt of her Master's degree in May 2015, Molly will meet the Secretary of the Interior's Professional Qualifications Standards in History and Architectural History.

Robby Aranguren

Robby Aranguren, Planning Associate, participates in historic resources surveys, evaluating and documenting historic resources at the local, state and national levels, and assisting with historic preservation tax credit projects. Robby has worked on several large-scale historic resources surveys throughout the state, including Fresno, Riverside, and SurveyLA. Robby has training in GIS, and has provided photographic services for a number of survey projects and National Register nominations. Robby was part of the project team for the South Pasadena Historic Context Statement, providing maps, participating

in research efforts, and conducting the reconnaissance survey.

*Role in the Project*

Robby will be responsible for customizing the survey database, uploading all baseline information into the database, providing maps for all phases of the project, and assisting with fieldwork. He meets the Secretary of the Interior's Professional Qualifications Standards in History.

*A fee schedule broken down by task and staff responsibility is included in Appendix B. Staff resumes are attached in Appendix C.*

PROPOSAL

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

## REFERENCES

City of Los Angeles: SurveyLA

HRG has participated in nearly all facets of the City of Los Angeles's groundbreaking citywide historic resources survey effort, SurveyLA. HRG wrote portions of the Historic Context Statement that provides the basis for the survey, drafting the Historic Overview, Entertainment Industry, and Multi-family Residential Development sections, and developing registration requirements for numerous other contexts and themes. The firm was hired under separate CLG-funded contracts to develop *MyHistoricLA*, a guide to public participation, and lead the multi-year public outreach efforts.

HRG has participated in nearly all phases of field documentation for SurveyLA, starting with the pilot surveys, and continuing through the final phase of the survey effort, which kicked off this spring.

Janet Hansen  
Deputy Manager  
City of Los Angeles  
Office of Historic Resources  
200 N. Spring St., 6th Floor  
Los Angeles, CA 90012  
(213) 978-1191  
janet.hansen@lacity.org

City of Beverly Hills Survey Update

HRG worked with the City of Beverly Hills to complete a citywide historic resources survey and update. The project involved the completion of a reconnaissance-level survey of the entire city, recordation of eligible properties, and an expansion and update of the citywide historic context statement.

The resulting update of the City's Historic Resources Inventory will be a vital tool for land use planning in the Beverly Hills, including implementation of the City's 2010 Historic Preservation Element as well as the 2012 Historic Preservation Ordinance. The inventory will also be an important tool for evaluating proposed alterations to identified properties and demolition permit requests involving buildings over 45 years of age, and may be used by the City's Cultural Heritage Commission to prioritize landmark designation initiatives and to assess project proposals that have the potential to impact neighborhood character and historic continuity.

William Crouch  
City of Beverly Hills  
Community Development Department  
Planning Division,  
455 N. Rexford Drive,  
Beverly Hills, CA 90210  
(310) 285-1116  
wcrouch@beverlyhills.org

## PROPOSAL

## South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

HISTORIC RESOURCES GROUP

Riverside Citywide Modernism  
Intensive Survey

*Work samples are included on the  
accompanying CD as Appendix D.*

HRC conducted an intensive level survey of approximately 200 potentially significant Modern resources based on the City's Modern Context Statement. Riverside has an important collection of resources from the recent past constructed by locally-significant architects. Properties were evaluated by applying the criteria for the National, California, and local registration programs. The survey project included the development of a Multiple Property Documentation nomination form to guide and inform the evaluation (and potential designation) of their modern resources. Surveyed resources were documented electronically in the City's database, and were linked to the City's GIS system and submitted to the State Office of Historic Preservation.

Erin Gettis  
Historic Preservation Officer  
3900 Main Street, 3rd Floor  
Riverside, CA 92522  
(951) 826-5463  
EGettis@riversideca.gov

Teri Delcamp  
Historic Preservation Senior Planner  
City of Riverside Planning Division  
3900 Main Street, 3rd Floor  
Riverside, CA 92522  
(951) 826-2117  
TDelcamp@riversideca.gov

**PROPOSAL**

**South Pasadena Historic Resources Survey  
and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

**CONFLICT OF INTEREST STATEMENT**

HRG does not have a conflict of interest with the City of South Pasadena or any other individual or entity in providing the services requested in the RFP.

**SUMMARY**

HRG is grateful for the opportunity to submit this proposal and looks forward to working with the City on this important project. Our team brings continuity and great enthusiasm to the survey, having recently completed the South Pasadena Historic Context Statement.

Survey work has been a large part of HRG's practice for 25 years. HRG staff understands the importance of surveys in local planning efforts. Our team will work collaboratively with City staff, the CHC sub-committee, and the local community, and we understand the need for flexibility as the project progresses.

The project team will successfully deliver accurate and complete work products within budget and on schedule. At the conclusion of the project, South Pasadena will have a comprehensive survey document that will provide updated information on previously-identified historic resources and documentation of important resources from the Modern era,

providing a clear understanding of the city's built environment.

For additional information, or if you are interested in scheduling an interview, please contact:

Bryan Fahrback  
Marketing & Administrative Manager  
626-793-2400 x115  
bryan@historicrosourcesgroup.com

**PROPOSAL**

# South Pasadena Historic Resources Survey and Inventory of Addresses Survey Update

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APPENDIX A: TIMELINE

	May 2015	June 2015	July 2015	Aug 2015	Sep 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016
<b>PHASE 1: 710 RECONNAISSANCE SURVEY</b>														
Task 1: Reconnaissance Survey of Properties within APE for Caltrans State Route 710														
Task 7: Quarterly Meeting #1 with City staff and CHC sub-committee (Kick-off Meeting)														
Task 1.1 Research, review existing data, create study/field maps														
Task 1.2 Fieldwork														
Task 1.3 Post-field Research														
Task 1.4 Survey Report & Database (Draft and Final)		June 18	July 1											
Task 9: CHC Presentation #1		June 18												
<b>PHASE 2: SURVEY UPDATE AND MID-CENTURY-ERA SURVEY</b>														
Task 2: Reconnaissance Survey of approx. 2500 properties in City's Inventory of Addresses														
Task 4: Database														
Task 2.1 Research, review existing data, create study/field maps														
Task 2.2 Fieldwork to review existing evaluations, update alterations and integrity assessments, update evaluations														
Task 2.3 Property and neighborhood-specific research, as needed to complete evaluations														
Task 7: Quarterly Meeting #2 with City staff and CHC sub-committee														
Task 8: Public Outreach Meeting #1														
Task 9: CHC Presentation #2														
Task 3: Survey of all mid-century-era properties built from 1935-1970														
Task 4: Database														
Task 3.1 Post-field research, create study/field maps														
Task 8: Public Outreach Meeting #2														
Task 3.2 Reconnaissance/inventory survey of all properties constructed between 1935 and 1970 and identify potentially eligible properties for documentation														
Task 3.3 Property and neighborhood-specific research, as needed to complete evaluations														
Task 7: Quarterly Meeting #3 with City staff and CHC sub-committee (to select properties for documentation on DPR forms)														
Task 2.4 DPR (total up to 6 district records up to 50 individual forms)														
<b>PHASE 3: DELIVERABLES AND FINAL PRESENTATIONS</b>														
Task 8: Public Outreach Meeting #3														
Task 7: Quarterly Meeting #4 with City staff and CHC sub-committee (to select properties for documentation on DPR forms)														
Task 4: Arc GIS-compatible database of surveyed properties (Draft and Final)														
Task 5: Mapping (Draft and Final Survey Maps)														
Task 6: Survey Report (Draft and Final)														
Task 9: Public Meetings														
													CHC	City Council

APPENDIX B: FEE SCHEDULE

	Staff	CL	PT/JL	HG	RA/MI	Total
Hourly Rates	\$ 175	\$ 150	\$ 100	\$ 75		
<b>PHASE 1</b>						
<b>Task 1: Reconnaissance Survey of Phase 1 Properties within APE for Caltrans State Route 710</b>						
Task 1.1 Research, review existing data, create study/field maps	4				4	\$ 1,000
Task 1.2 Fieldwork	16				16	\$ 4,000
Task 1.3 Property and neighborhood-specific research, as needed				8	8	\$ 1,400
Task 1.4 Survey Report & Database (Draft and Final)	16				16	\$ 4,000
<b>PHASE 2</b>						
<b>Task 2: Reconnaissance Survey of approx. 2500 properties in City's inventory of Addresses</b>						
Task 2.1. Research, review existing data, create study/field maps	4				8	\$ 1,300
Task 2.2 Fieldwork to review existing evaluations, update alterations and integrity assessments, update evaluations	32	8			32	\$ 9,200
Task 2.3 Property and neighborhood-specific research, as needed to complete evaluations				16	16	\$ 2,800
<b>Task 3: Survey of Mid-Century-Era properties (1935-1970)</b>						
Task 3.1. Pre-field research, compile study list, create study/field maps	4			8	16	\$ 2,700
Task 3.2 Reconnaissance/windshield survey of all properties constructed between 1935 and 1970 and identify potentially eligible properties for documentation	32	8			32	\$ 9,200
Task 3.3 Property and neighborhood-specific research, as needed to complete evaluations	8			16	16	\$ 4,200
Task 3.4 DPR forms (up to 6 district records; up to 30 individual forms)	8	24		16	16	\$ 7,800
Task 4: Arc-GIS-compatible database of surveyed properties					20	\$ 1,500
Task 5: Mapping (Draft and Final Survey Maps)					16	\$ 1,200
Task 6: Survey Report (Draft and Final)	32			16	16	\$ 8,400
Task 7: Internal Meeting Attendance (monthly phone calls with City staff + 1 in-person meeting with staff each quarter)	6					\$ 1,050
Task 8: Public Outreach (3 public outreach meetings; includes preparation of materials)	16			8	8	\$ 4,200
Task 9: Public Meetings (3 informal presentations to CHC, including June 18, 2015; 1 formal presentation of final survey report to City Council)	6					\$ 1,050
Total Hours per person	184	40		88	240	
Total Fees per person	\$ 32,200	\$ 6,000	\$ 8,800	\$ 18,000		
					65,000	
						\$ 65,000

PROPOSAL

South Pasadena Citywide Historic Resources Survey  
and Inventory of Addresses Survey Update

April 17, 2015

HISTORIC RESOURCES GROUP

**APPENDIX C: STAFF RESUMES**

PROPOSAL

**South Pasadena Historic Resources Survey  
and Inventory of Addresses Survey Update**

HISTORIC RESOURCES GROUP

**APPENDIX C: STAFF RESUMES**

**PROPOSAL**

**South Pasadena Historic Resources Survey  
and Inventory of Addresses Survey Update**

**HISTORIC RESOURCES GROUP**

## **CHRISTINE LAZZARETTO**

### **WORK EXPERIENCE**

#### **HISTORIC RESOURCES GROUP**

June 2012 – Present  
*Principal*

October 2010 – June 2012  
*Senior Architectural Historian*

October 2008 – October 2010  
*Architectural Historian*

Responsibilities include historical research, construction monitoring, survey work, preparation of historic structure reports (HSR), database administration, tax credits and architectural photography. Research and write nominations for local landmark designation and to the National Register of Historic Places. Prepare California Mills Act applications, and federal historic rehabilitation tax credit submittals.

Selected projects include: SurveyLA, City of Pasadena Context Report: Resources of the Recent Past, City of Long Beach Historic Preservation Element, City of Santa Clarita Historic Resources Survey Update, Columbia Square, Fuller Seminary National Register Nomination.

**PASADENA HERITAGE**  
Pasadena, California

2005- 2008 *Preservation Director*

Responsibilities included administering the Preservation Easement Program, including project reviews and annual inspections; assisting with advocacy efforts, including reviewing and commenting on proposed projects affecting historic buildings and neighborhoods; attending local hearings and advising neighborhood groups on preservation issues.

2003-2005 *Program Director*

Conceived, organized and implemented all of the organization's highly successful educational tours and programs; responsible for historic research on all featured properties, including thorough reviews of local archives, city permit centers, and Sanborn maps; produced written architectural descriptions and detailed histories for use by docents and in all printed materials and press releases, and provided architectural photography for publications; effectively trained docents and volunteers on architectural styles, movements, and the history of Pasadena.

### **EDUCATION**

2006 Masters Degree, Historic Preservation, University of Southern California, Los Angeles, CA

1993 Bachelor of Arts Degree with High Distinction, Art History, The Pennsylvania State University, State College, PA, Phi Beta Kappa

### **HONORS AND PROFESSIONAL AFFILIATIONS:**

#### **CALIFORNIA PRESERVATION FOUNDATION**

- Preservation Design Award: *The Forum, 2014*
- Preservation Design Award: *Historic Context Report, Pasadena Resources of the Recent Past, 2008*

**LOS ANGELES CONSERVANCY,**  
Member

**NATIONAL TRUST FOR HISTORIC PRESERVATION,** Member

**SOCIETY OF ARCHITECTURAL HISTORIANS,** Member

### **HISTORIC RESOURCES GROUP**

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-1915  
Telephone 626 793 2400, Facsimile 626 793 2401  
www.historicresourcesgroup.com

## **PAUL D. TRAVIS, AICP**

### **WORK EXPERIENCE**

#### **HISTORIC RESOURCES GROUP**

January 2013-Present  
Principal

June 2009-December 2012  
Senior Preservation Planner

June 2007-June 2009  
Preservation Planner

June 2006 – May 2007  
Associate Preservation Planner

January 2005 – May 2006  
Intern

Projects at HRG include: NBC Universal Evolution Plan, Fresno Fulton Corridor and Downtown Neighborhoods Community and Specific Plans, Association of Motion Picture Arts & Sciences Museum Planning, Downey NASA Master Planning, Santa Barbara Botanic Garden Cultural Landscape Analysis, Oakridge Cultural Landscape Report, Mount St. Mary's College Historic Analysis, Occidental College Historic Analysis, Santa Anita Park National Register Nomination, Uptown Whittier Specific Plan (Cultural Resources section), City of Ventura Downtown Specific Plan Historic Resources Assessment, Port of Los Angeles Master Plan.

**LEWIS CENTER FOR REGIONAL  
POLICY STUDIES**  
University of California, Los Angeles  
December 2005 – June 2006  
Research Assistant

Academic research for study of transit-oriented development along the Pasadena Gold Line light rail system. Responsibilities

include gathering and analysis of ridership data and adjacent development activity, and field observation of conditions surrounding transit stops.

### **EDUCATION**

Master of Arts in Urban Planning,  
University of California, Los Angeles, 2006

Bachelor of Fine Arts, Printmaking,  
San Jose State University, San Jose, 1985

### **COMMUNITY AND VOLUNTEER ACTIVITIES**

**PARK AVENUE DISTRICT ADVISORY  
COMMITTEE**  
Emeryville, CA

Committee to develop a Specific Plan for the Park Avenue Historic District directing the development and revitalization of an historic industrial area.

**BAY AREA GREENBELT ALLIANCE**  
Urban Development Educational Outreach

Organized and helped conduct community educational seminars on how urban infill and revitalization can accommodate growth and preserve natural open space.

### **PROFESSIONAL AFFILIATIONS**

**AMERICAN INSTITUTE OF CERTIFIED  
PLANNERS**, Member

**AMERICAN PLANNING ASSOCIATION,  
LOS ANGELES CHAPTER**, Member

**NATIONAL TRUST FOR HISTORIC  
PRESERVATION**, Member

### **HISTORIC RESOURCES GROUP**

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Telephone 626 793 2400, Facsimile 626 793 2401  
www.historicresourcesgroup.com

## **JOHN LOCASCIO, AIA**

### **WORK EXPERIENCE**

#### **HISTORIC RESOURCES GROUP**

July 2011 – present  
Senior Architect

Works on federal historic tax credit certifications and preservation architecture projects under the supervision of the Director of Architecture and the Founding Principal. Projects include CBS Columbia Square, Grand Central Air Terminal, Hotel Constance, Los Angeles Forum, University of Southern California, 28<sup>th</sup> Street YMCA and Chaffey High School.

#### **CLAREMONT HERITAGE**

Claremont, CA  
2010 – July 2011  
Executive Director

Responsible for overall administration of non-profit preservation advocacy organization. Advised volunteer Board of Directors on preservation-related issues and policy. Reviewed environmental documents. Researched and prepared written policy statements. Advised City of Claremont on planning and design issues pertaining to historic resources. Oversaw preservation advocacy, finances, membership and community outreach.

#### **JOHN PAUL LOCASCIO ARCHITECT**

Glendale, CA  
1996 – 2010  
Sole Proprietor

Self-employed specialist in custom residential projects. Consulted with clients to identify program requirements and develop preliminary budget estimates. Generated site and code analyses. Created unique architectural design solutions in response to client requirements and project context. Processed applications and submittals to

secure governmental approval and permits. Assisted clients in obtaining and reviewing bids for construction contract. Represented client during Construction phase.

#### **SUAREZ ARCHITECTS**

Pasadena, CA  
1993-1996  
Project Architect

#### **BARASCH ARCHITECTS & ASSOCIATES**

Pasadena, CA  
1988-1992  
Project Manager

### **EDUCATION**

Master of Historic Preservation,  
University of Southern California

Bachelor of Architecture,  
University of Southern California

### **LICENSE:**

California Licensed Architect #C24223

### **PROFESSIONAL AFFILIATIONS AND COMMUNITY ACTIVITIES:**

#### **AMERICAN INSTITUTE OF ARCHITECTS**

**GLENDALE HISTORICAL SOCIETY**  
President, 2008 – 2011

### **HONORS AND AWARDS**

Zelia Blanton Award, The Glendale  
Historical Society, 2012

Los Angeles Conservancy Preservation  
Award, 28<sup>th</sup> Street YMCA, 2013

California Preservation Foundation  
Preservation Design Award, 28<sup>th</sup> Street  
YMCA, 2013

### **HISTORIC RESOURCES GROUP**

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-1915  
Telephone 626 793 2400, Facsimile 626 793 2401  
www.historicresourcesgroup.com

## **HEATHER GOERS**

### **WORK EXPERIENCE**

**HISTORIC RESOURCES GROUP**  
January 2013 - Present  
Architectural Historian

Selected projects at HRG include SurveyLA, San Luis Obispo Citywide Historic Context Statement and the Riverside Citywide Modernism Survey.

**HISTORIAN AND HISTORIC PRESERVATION CONSULTANT**  
Los Angeles, CA  
January 2012 - January 2013

- Provided technical assistance and direction to property owners and collectors
- Researched and wrote historic contexts, local landmark and National Register nominations
- Researched history of properties and analyzed historic significance

**LOS ANGELES COUNTY MUSEUM OF ART**  
Los Angeles, CA  
Watts Towers Conservation Intern  
August 2011 - December 2011

- Created organizational guidelines and oversaw cataloguing of archival collections after transfer of operational stewardship to LACMA

**LOS ANGELES CONSERVANCY**  
Los Angeles, CA  
Advocacy Intern  
January 2011 - September 2011

- Researched and wrote historic contexts
- Created web content featuring properties with conservation easements

**ENNIS HOUSE FOUNDATION**  
Los Angeles, CA  
Intern  
September 2009 – July 2011

- Reviewed and organized extensive archival material and evaluated significance of individual documents. Created portfolio of selected documentation for new owner

### **EDUCATION**

2012 Master of Historic Preservation;  
University of Southern California  
2000 BA, Humanities; University of Chicago

### **PROFESSIONAL MEMBERSHIPS & INVOLVEMENT**

**LOS ANGELES CONSERVANCY**  
Member and Volunteer

**NATIONAL TRUST FOR HISTORIC PRESERVATION**  
Member

**SOCIETY OF ARCHITECTURAL HISTORIANS, SOUTHERN CALIFORNIA CHAPTER**  
Member

### **HISTORIC RESOURCES GROUP**

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Telephone 626 793 2400, Facsimile 626 793 2401  
[www.historicresourcesgroup.com](http://www.historicresourcesgroup.com)

**MOLLY IKER**

**WORK EXPERIENCE**

**HISTORIC RESOURCES GROUP**  
May 2015 - present  
Associate Architectural Historian  
June 2014 – April 2015  
Intern

Selected projects at HRG include Beverly Hills Historic Resources Survey and Update, Palm Springs Survey Update, Thomas Residence National Register Nomination, John Lautner Multiple Property Submission National Register Nomination, LAX Landside Transport assessment.

**CENTER FOR HISTORIC ARCHITECTURE AND DESIGN**  
Newark, DE  
Graduate Research Assistant  
September 2013 – April 2015

- Created photographic databases of important local historic sites
- Compiled lists of historically significant local sites

**CHAPMAN UNIVERSITY HONORS PROGRAM**  
Orange, CA  
Office Assistant  
October 2010 – May 2013

- Aided in organization and daily operations
- Maintained and updated website
- Planned and hosted events for faculty, students and parents

**HISTORIC RESOURCES GROUP**  
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Telephone 626 793 2400, Facsimile 626 793 2401  
www.historicresourcesgroup.com

**CBS CONSUMER PRODUCTS**  
Santa Monica, CA  
Intern  
January 2012 – August 2012

- Wrote guidelines for artifact loans based on those of the Smithsonian Air and Space Museum
- Organized archive of memorabilia from *Star Trek* and other CBS television shows.

**EDUCATION**

2015 Master of Arts, Historic Preservation; University of Delaware

Completed Projects include:

Historic Preservation Plan for Darby Borough, Pennsylvania

National Register Nominations: Cypress Street Schoolhouse, Orange, CA; Darby Free Library, Darby, PA; Intercultural Council Houses, Claremont, CA

Historic Context Statement: "Taverns in Northern New Castle County, Delaware, 1790-1850"

2013 BA, History and BA, Music (Instrumental Performance); Chapman University

**SKILLS**

- Architectural documentation (measured drawings)
- Title traces (deed searches)
- Adobe Photoshop
- ArcGIS

## **ROBBY ARANGUREN**

### **WORK EXPERIENCE**

**HISTORIC RESOURCES GROUP**  
July 2010-Present  
Planning Associate

Selected projects at HRG include SurveyLA, SurveyLA Year Two Public Participation, Fresno Downtown and Corridors Specific Plan, Riverside Modernism Survey, Tax Credits for the Wallis Annenberg Center for the Performing Arts and Lincoln Place Apartments, and paint analysis for the Glendale Central Air Terminal and CBS Columbia Square.

**CITY OF LOS ANGELES OFFICE OF HISTORIC RESOURCES, DEPARTMENT OF PLANNING**  
Los Angeles, CA  
July 2009-July 2010  
Intern

- Prepared Staff Reports for Historic Cultural Monument Applications
- Prepared E-newsletter for the Office
- Assisted in the development of the Mills Act 2010 Online Application and Guide
- Acting secretary at Cultural Heritage Commission Meetings
- Conducted Building Permit Research

Niketown Los Angeles  
Los Angeles, CA  
Sales Associate

### **EDUCATION**

2009 Bachelor of Arts, Architecture, Urban Planning and Business;  
University of Texas, Arlington

### **ORGANIZATIONS**

**FILIPINO STUDENT ASSOCIATION,**  
University of Texas-Arlington  
2008-2009 Student Advisor  
2007-2008 President  
2006-2007 Vice President  
2005-2006 Sports Coordinator

2005-2009 PINOY LEAGUE OF TEXAS  
Competitive Southeast Asian Basketball League in Dallas, Texas

2008-2009 BISHOP LYNCH HIGH SCHOOL, Dallas Texas  
Assistant Volunteer Freshman Basketball Coach

### **HONORS**

**CALIFORNIA PRESERVATION FOUNDATION**

- Preservation Design Award:  
*Wallis Annenberg Center for the Performing Arts, 2014*

### **SKILLS**

FIGSS GIS Survey System  
Microsoft Office Suite  
Adobe Photoshop CS3  
Google SketchUp  
ArcMap 9.3

### **HISTORIC RESOURCES GROUP**

12 S. Fair Oaks Avenue, Suite 200, Pasadena, CA 91105-1915  
Telephone 626 793 2400, Facsimile 626 793 2401  
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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 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Paul Toor, P.E., Public Works Director *PT*  
Gabriel B. Nevarez, Public Works Operations Manager *GBN*  
SUBJECT: **Purchase of a 2016 Ford F250 Regular Cab CNG Service Truck**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated December 9, 2014, from Raceway Ford for the purchase of a 2016 Ford F250 regular cab CNG truck; and
2. Authorize the City Manager to enter into a contract with Raceway Ford for a not-to-exceed amount of \$38,504 (including taxes and fees).

## Fiscal Impact

There are sufficient funds available in Street Maintenance Account 230-6116-8540.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

The City of South Pasadena (City) recognizes that the region has an air quality problem, which is related to all vehicle operations, especially the operation of heavy-duty vehicles. Public agencies have a significant role to play in improving air quality by reducing the emissions from all fleet operations where possible. On November 16, 2005, the City Council adopted a low-emission vehicle (LEV) acquisition policy which requires the purchase of low-emission vehicles when practical for equipment fleets and requires that existing vehicles be retrofitted if and when practical.

The City commits to being a community leader by showing how fleets (large and small) can aggressively incorporate low emission vehicles into fleet operations. Currently, the Public Works Maintenance vehicle fleet consists of twenty-nine gas, eight diesel and six CNG fueled vehicles. Staff is proposing to purchase one Ford F-250 regular cab CNG vehicle to replace unit 319, 1989 GMC three quarter ton gas powered engine truck currently used by the Street Division. Unit 319 has been a part of the fleet for over twenty six years; with over 120,000 miles on the engine the vehicle is currently out of service and requires costly repairs.

### **Analysis**

Staff recommends that the Ford F250 CNG truck be purchased from Raceway Ford for the same purchase price previously awarded through a competitive bid process conducted by the City of South Pasadena in December 2014. Raceway Ford will honor the same pricing in the amount of \$38,504 for a new 2016 Ford F250 CNG truck which includes options, sales tax, and fees. Staff has checked references, and their work was verified to be of good quality. Similar vehicles were satisfactorily built and delivered for many other agencies, including such agencies as the City of Glendale, City of Pasadena, and City of Riverside. If this item is awarded tonight, it is anticipated that the truck will be delivered by October 2015. The Vendor is expected to deliver the service truck within 180 calendar days from the date the notice of award is issued.

The City LEV acquisition policy, adopted November 16, 2005, requires justification for the purchase of an alternate fuel vehicle if the cost is 20% more than the purchase of a regular fuel vehicle. A gasoline powered truck costs approximately \$30,000 therefore, the CNG vehicle with a purchase price of \$38,504 exceeds that threshold set forth in the LEV policy. Staff's recommendation is to move forward with the purchase of the alternative fuel vehicle because of the following advantages offered:

- CNG is environment friendly. It emits fewer pollutants like carbon monoxide. The amount of pollution caused by CNG is very small compared to gasoline and diesel.
- CNG does not contain any lead or benzene. This means that there is no fouling of spark plugs in vehicles, which means that vehicles have a longer life and can run efficiently.
- The use of CNG in vehicles also increases the life of lubricating oils. This is because CNG contains no elements that can cause dilution or contamination of the oils.
- When CNG is used in vehicles, there is no danger of any leakage or spills because CNG fuel systems are always sealed.
- CNG does not auto ignite on heated surfaces, which means that CNG is much safer than gasoline in vehicles.
- CNG is normally less expensive compared to other fuels. As of the writing of this report, the cost of regular unleaded fuel in California is \$3.11 per gallon and \$2.43 per gallon of gasoline equivalent (GGE) of CNG fuel which is a difference of \$.68 per gallon. The average miles driven per vehicle per year are 5,000 miles, the cost savings for using CNG fuel per year is approximately \$230.

The alternative to purchasing the CNG vehicle is to purchase a regular fuel vehicle for approximately \$30,000 (initial savings of \$8,504).

The dealerships will handle the conversion of the gas fuel tanks to CNG. CNG conversions for these types of vehicles are done aftermarket, and will meet California Air Resource Board (CARB) certifications. The installation of the conversion kits does not affect the original manufacturer warranties. The vehicle will be delivered to the City as completed vehicle.

Purchase of CNG Truck  
May 20, 2015  
Page 3 of 3

**Legal Review**

The City Attorney has reviewed this item.

**Public Notification of Agenda Item**

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

Attachment:

1. January 21, 2015 Staff Report Awarding Purchase to Raceway Ford
2. Vendor Price Confirming e-mail

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**ATTACHMENT 1**  
January 21, 2015 Staff Report Awarding Purchase to  
Raceway Ford

# 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. Zucimer, City Clerk  
Gary E. Pia, City Treasurer

COUNCIL AGENDA: January 21, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SH*  
FROM: Paul Toor, P.E., Public Works Director *PT*  
Gabriel B. Nevarez, Public Works Operations Manager *GBN*  
SUBJECT: **Purchase of a 2015 Ford F250 Regular Cab CNG Service Truck**

## Recommendation

It is recommended that the City Council:

1. Accept a bid dated December 9, 2014, from Raceway Ford for the purchase of a 2015 Ford F250 regular cab CNG truck;
2. Reject all other bids received; and
3. Authorize the City Manager to enter into a contract with Raceway Ford for a not-to-exceed amount of \$38,504 (including taxes and fees).

## Fiscal Impact

There are sufficient funds available in the AB2766 Subvention Fund account 218-2010-8540 to purchase the CNG vehicle. If Council rejects all bids and opts to purchase the gasoline powered vehicle, the purchase must be funded by the General Fund.

## Commission Review and Recommendation

This matter was not reviewed by a Commission.

## Background

The City of South Pasadena (City) recognizes that the region has an air quality problem, which is related to all vehicle operations, especially the operation of heavy-duty vehicles. Public agencies have a significant role to play in improving air quality by reducing the emissions from all fleet operations. On November 16, 2005, the City Council adopted a low-emission vehicle (LEV) acquisition policy which requires the purchase of low-emission vehicles when practical for equipment fleets and requires that existing vehicles be retrofitted if and when practical.

The City commits to being a community leader by showing how fleets (large and small) can aggressively incorporate low emission vehicles into fleet operations. Currently, the Public Works Maintenance vehicle fleet consists of twenty-nine gas, eight diesel and five CNG fueled vehicles. Staff is proposing to purchase one Ford F-250 crew cab CNG vehicle to replace unit 7, 1992 GMC Sonoma gas powered engine truck currently used by the Parks Division. Unit 7 has

fleet for over twenty two years; with over 110,000 miles on the engine the vehicle is showing signs of deterioration and the maintenance cost have increased.

**Analysis**

Sealed bids were solicited from various vendors, in addition to the standard advertising in compliance with the Public Contract Code in a newspaper of general circulation in the City.

On December 9, 2014, the City Clerk received and opened two (2) bids. The table below summarizes the bids that were received:

<b>Vendor</b>	<b>Bid Amount</b>
Raceway Ford, Riverside, CA	\$38,504
Star Ford Lincoln, Glendale, CA	\$42,504

Staff has checked Raceway Ford’s references, and their work was verified to be of good quality. Similar vehicles were satisfactorily built and delivered for many other agencies, including such agencies as the City of Glendale, City of Pasadena, and City of Riverside. If this item is awarded tonight, it is anticipated that the truck will be delivered by July 2015. The Vendor is expected to deliver the service truck within 180 calendar days from the date the notice of award is issued.

The City LEV acquisition policy, adopted November 16, 2005, requires justification for the purchase of an alternate fuel vehicle if the cost is 20% more than the purchase of a regular fuel vehicle. A gasoline powered truck costs approximately \$30,000 and therefore, the CNG vehicle with a purchase price of \$38,504 exceeds that threshold set forth in the LEV policy. Staff’s recommendation is to move forward with the purchase of the alternative fuel vehicle.

The proposed purchase of this alternate fuel vehicle is funded with AB2766 Subvention funds which is a fund designed to help local governments reduce motor vehicle emissions. The use of this fund is keeping with criteria, guidelines, and philosophies of the South Coast Air Quality Management District and the California Air Resource Board for use of Motor Vehicle Registration Fees. Additionally, CNG fueled vehicles offer several advantages:

- CNG is environment friendly. It emits fewer pollutants like carbon monoxide. The amount of pollution caused by CNG is very small compared to gasoline and diesel.
- CNG does not contain any lead or benzene. This means that there is no fouling of spark plugs in vehicles, which means that vehicles have a longer life and can run efficiently.
- The use of CNG in vehicles also increases the life of lubricating oils. This is because CNG contains no elements that can cause dilution or contamination of the oils.
- When CNG is used in vehicles, there is no danger of any leakage or spills because CNG fuel systems are always sealed.

- CNG does not auto ignite on heated surfaces, which means that CNG is much safer than gasoline in vehicles.
- CNG is normally less expensive compared to other fuels. As of the writing of this report, the cost of regular unleaded fuel in California is \$2.83 per gallon and \$1.99 per gallon of gasoline equivalent (GGE) of CNG fuel which is a difference of \$.84 per gallon. The average miles driven per vehicle per year are 5,000 miles, the cost savings for using CNG fuel per year is approximately \$280.

The alternative to purchasing the CNG vehicle is to purchase a regular fuel vehicle for approximately \$30,000 (initial savings of \$8,504). The purchase of a regular fuel vehicle will not qualify for the use of AB2766 Subvention Funds, therefore, a general fund appropriation will be required.

The dealerships will handle the conversion of the gas fuel tanks to CNG. CNG conversions for these types of vehicles are done aftermarket, and will meet California Air Resource Board (CARB) certifications. The installation of the conversion kits does not affect the original manufacturer warranties. The vehicle will be delivered to the City as completed vehicle.

#### **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: Raceway Ford Bid Document



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**ATTACHMENT 2**  
Vendor Price Confirming e-mail

## Gabriel Nevarez

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**From:** Lyle Nielsen <lylenielsen@cox.net>  
**Sent:** Wednesday, April 29, 2015 11:43 AM  
**To:** Gabriel Nevarez  
**Subject:** Piggyback

Hello Gabe,

Raceway Ford is pleased to offer to City of South Pasadena a piggyback offer for a 2016 Ford F250 Regular cab with Pacific Service Body including rack and CNG fuel system per your Purchase Order Number 15203. Total amount of vehicle delivered FOB City of South Pasadena \$38,504.00.

Thank you,

Lyle Nielsen  
Municipal Fleet Manager  
Raceway Ford

# 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 20, 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: **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 \$123,120 for the three year term of the agreement. The City maintains the option to renew the contract for two additional years at the predetermined rates. 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 an Institutional Network (I-Net) of four Ethernet fiber connections to key City sites, 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 (connected through Library)
- South Pasadena Public Works Yard, 825 Mission Street
- South Pasadena Recreation Building, 815 Mission Street (connected through Public Works Yard)

When the State of California Public Utilities Commission assumed authority of Franchise agreements for cable service, the City and TWC negotiated this service as part of the terms of the Lease Agreement for the City-owned property at 650 Stoney Drive. TWC notified the City in advance of the expiration of the Lease 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 the fiber connections 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. Conversely, City staff has found no known record of failure of the I-Net connections since the City began utilizing the connections in 1997.

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 three years beginning July 1, 2015, with two options to renew at the end of the term of the contract. 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 three year term with multiple options to renew, offers both value and flexibility.

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.

**Legal Review**

The City Attorney has reviewed and approved the agreement from Time Warner Cable.

**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

<b>Business Name</b>	City of South Pasadena	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
<b>Billing Address</b>		
<b>Attention To:</b>	<b>Account Number</b>	
1414 Mission St South Pasadena CA 91030		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Lucy Kbjian	(626) 403-7210	lkbjian@southpasadenaca.gov
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Sergio Gonzalez	(626) 403-7212	sgonzalez@southpasadenaca.gov
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>
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	
<b>Service Type</b>	
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 Intrastate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
<b>*Total</b>			<b>\$1,140.00</b>	
*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 Intrastate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
<b>*Total</b>			<b>\$1,140.00</b>	
*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 Intrastate 100 Mbps	1	\$1,140.00	\$1,140.00	60 Months
<b>*Total</b>			<b>\$1,140.00</b>	
*Prices do not include taxes and fees.				



**Special Terms**

CONTRACT START DATE JULY 01, 2015

The term of the Contract shall be three (3) years from the Effective Date (the "Initial Term"). After the Initial Term, the Contract shall be extended automatically for an additional two-year term (the "Renewal Term"), unless the Customer provides written notice of its intent to terminate the Contract at least thirty (30) days prior to the expiration of the Initial Term.

The Contract is contingent upon ratification by the City Council on or before the May 20, 2015, City Council Board Meeting.

**Electronic Signature Disclosure**

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

\_\_\_\_\_  
Authorized Signature for Time Warner Cable Enterprises LLC

\_\_\_\_\_  
Authorized Signature for Customer

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



## 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: 1/77

## 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"> <li>• Austin, TX</li> <li>• Beaumont, TX</li> <li>• Corpus Christi, TX</li> </ul>	<ul style="list-style-type: none"> <li>• Laredo, TX</li> <li>• San Antonio, TX</li> <li>• Dallas, TX</li> </ul>	Texas WAN	<ul style="list-style-type: none"> <li>• El Paso, TX</li> <li>• Rio Grande Valley, TX</li> <li>• Del Rio, TX</li> <li>• Eagle Pass, TX</li> <li>• Wichita Falls, TX</li> <li>• Kansas City, KS</li> <li>• Kansas City, MO</li> <li>• Lincoln, NE</li> </ul>	
<ul style="list-style-type: none"> <li>• North Los Angeles, CA</li> <li>• South Los Angeles, CA</li> <li>• San Diego, CA</li> </ul>	<ul style="list-style-type: none"> <li>• Desert Cities, CA</li> <li>• Palm Springs, CA</li> <li>• Yuma, AZ</li> </ul>	PacWest WAN	<ul style="list-style-type: none"> <li>• Coeur d'Alene, ID</li> <li>• Gunnison, CO</li> <li>• Telluride, CO</li> <li>• Pullman, WA</li> <li>• Libby, MT</li> <li>• Honolulu, HI</li> </ul>	
<ul style="list-style-type: none"> <li>• Columbus, OH</li> <li>• Cincinnati, OH</li> <li>• Dayton, OH</li> <li>• Akron, OH</li> <li>• Cleveland, OH</li> <li>• Lima, OH</li> </ul>	<ul style="list-style-type: none"> <li>• Louisville, KY</li> <li>• Lexington, KY</li> <li>• Green Bay, WI</li> <li>• Appleton, WI</li> <li>• Milwaukee, WI</li> </ul>	Mid-West WAN	<ul style="list-style-type: none"> <li>• Bolivar, TN</li> <li>• Charleston, WV</li> <li>• Clarksburg, WV</li> <li>• Richmond, KY</li> <li>• Terre Haute, IN</li> </ul>	
<ul style="list-style-type: none"> <li>• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)</li> <li>• Hudson Valley, NY</li> </ul>	<ul style="list-style-type: none"> <li>• Albany, NY</li> <li>• Buffalo, NY</li> <li>• Rochester, NY</li> <li>• Syracuse, NY</li> </ul>	Northeast/ NYC WAN	<ul style="list-style-type: none"> <li>• Portland, ME</li> </ul>	
<ul style="list-style-type: none"> <li>• Greensboro, NC</li> <li>• Raleigh, NC</li> <li>• Charlotte, NC</li> <li>• Fayetteville, NC</li> <li>• Asheville, NC</li> <li>• Wilmington, SC</li> </ul>	<ul style="list-style-type: none"> <li>• Florence, SC</li> <li>• Columbia, SC</li> <li>• Myrtle Beach, SC</li> <li>• Hilton Head, SC</li> <li>• Charleston, SC</li> <li>• Greenville, SC</li> </ul>	Carolinas WAN	<ul style="list-style-type: none"> <li>• Atlanta, GA</li> <li>• Augusta, GA</li> <li>• Birmingham, AL</li> <li>• Dothan, AL</li> <li>• Huntsville, AL</li> <li>• Chattanooga, TN</li> <li>• Knoxville, TN</li> <li>• Nashville, TN</li> </ul>	



## 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 (ROUNDTrip)	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**  
Time Warner Cable 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](http://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](http://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 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager   
FROM: David Batt, Finance Director   
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$472,304.39,  
General City Warrants in the Amount of \$812,156.83 and Payroll  
in the Amount of \$464,421.04**

## Recommendation

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

## Fiscal Impact

Prepaid Warrants:		
Warrant # 188269 – 1880326	\$	472,304.39
General City Warrants:		
Warrant # 188327 – 188470	\$	812,156.83
Payroll 05-08-15	\$	<u>464,421.04</u>
Total	\$	1,748,882.26

## 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 20, 2015  
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 05-08-15
5. Redevelopment Successor Agency Check Summary Total

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

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

	Fund No.	Date 05.20.15 Amounts		
		Prepaid	Written	Payroll
General Fund	101	245,601.91	195,590.46	279,373.98
Insurance Fund	103			
Facilities & Equip.Cap. Fund	105			
Local Transit Return "A"	205	726.00	634.35	4,684.68
Local Transit Return "C"	207			5,759.42
Sewer Fund	210	55.35	660.02	10,375.16
CTCTraffic Improvement	211			
Street Lighting Fund	215	2,460.71	4,919.78	9,663.73
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			17.76
Business Improvement Tax	220			
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	7.58	794.01	15,610.38
County Park Bond Fund	232	6,890.06	1,001.27	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260			
Asset Forfeiture	270			
Police Grants - State	272		3,828.48	
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		601,656.75	227.99
Water Fund	500	64,451.92	3,071.71	42,896.48
Public Financing Authority	550			
Payroll Clearing Fund	700	152,110.86		89,708.61
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
<b>Column Totals</b>		<b>472,304.39</b>	<b>812,156.83</b>	<b>458,318.19</b>
<b>City Report Totals</b>			<b>1,742,779.41</b>	
<b>Recap by fund</b>	<b>Fund No.</b>	<b>Amounts</b>		
		<b>Prepaid</b>	<b>Written</b>	<b>Payroll</b>
RSA	227	-	-	6,102.85
<b>Column Totals</b>		<b>-</b>	<b>-</b>	<b>6,102.85</b>
<b>RSA Report Totals</b>			<b>6,102.85</b>	
		<b>Amounts</b>		
		<b>Prepaid</b>	<b>Written</b>	<b>Payroll</b>
<b>Grand Report Total</b>		<b>472,304.39</b>	<b>812,156.83</b>	<b>464,421.04</b>
			<b>1,748,882.26</b>	

Robert S. Joe, Mayor

David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

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

**AKD Consulting**

Inv. CSP 2015-5				
05/01/15	Water Fac. & Capital Improv Pr		500-6010-6711-8170-000	12,960.00
Ck. 05/08/15 188309	Total			12,960.00

**Ariza, Isabel**

Inv. R59039				
04/30/15	Refund Park Rsvp		101-0000-0000-5270-005	55.00
Ck. 04/30/15 188269	Total			55.00

**AT & T**

Inv. 000006274726				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	204.02
Inv. 000006280822				
02/20/15	1/20-2/19/15		500-6010-6710-8150-000	117.75
Inv. 000006280823				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	1.09
Inv. 000006280829				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	67.97
Inv. 000006280852				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	41.87
Inv. 000006280859				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	68.87
Inv. 000006280872				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	182.47
Inv. 000006280873				
02/20/15	1/20-2/19/15		500-6010-6710-8150-000	186.22
Inv. 000006280957				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	94.
Inv. 000006282447				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	32.71
Inv. 000006282448				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	32.71
Inv. 000006298708				
02/20/15	1/20-2/19/15		101-3010-3032-8150-000	179.84
Ck. 05/08/15 188310	Total			1,209.73

**AT & T U-Verse**

Inv. 130464796				
03/18/15	3/18-4/17/15		500-6010-6710-8150-000	67.00
Ck. 05/08/15 188311	Total			67.00

**AT&T**

Inv. 626 405-0051				
04/11/15	4/11-5/10/15		101-3010-3032-8150-000	280.67
Inv. 626 441-6497				
04/13/15	4/13-5/12/15		101-3010-3032-8150-000	137.33
Inv. 626 577-6657				
04/13/15	4/13-5/12/15		101-3010-3032-8150-000	50.43
Ck. 05/08/15 188312	Total			468.43

**Barry, Roxsann**

Inv. R59015				
04/29/15	Refund Park Rsvp		101-0000-0000-5270-005	55.00
Ck. 04/30/15 188270	Total			55.00

**CA Franchise Tax Board**

Inv. P/R/E 5/3/15				
05/04/15	Garnishment		700-0000-0000-2264-000	52.98
Ck. 05/07/15 188294	Total			52.98

<b>La. State Disbursement Unit</b>			
Inv. P/R/E 5/3/15			
05/04/15	Garnishment	700-0000-0000-2264-000	400.50
Ck. 05/07/15 188295	Total		400.50
<b>CAL PERS 457 PLAN</b>			
Inv. P/R/E 5/3/15			
05/04/15	Deferred Comp	700-0000-0000-2260-000	3,357.07
Ck. 05/07/15 188296	Total		3,357.07
<b>CaIPERS</b>			
Inv. 100000014515795			
04/15/15	GASB-68 Valuation Reports	101-3010-3041-8170-000	850.00
Inv. 100000014520067			
04/23/15	GASB-68 Valuation Reports	101-3010-3041-8170-000	850.00
Inv. 100000014520126			
04/23/15	GASB-68 Valuation Reports	101-3010-3041-8170-000	850.00
Inv. 100000014520127			
04/23/15	GASB-68 Valuation Reports	101-3010-3041-8170-000	850.00
Ck. 04/30/15 188271	Total		3,400.00
<b>Chan, Anthony</b>			
Inv. P/R/E 5/3/15			
05/04/15	Movie Detail 4/20/15	101-0000-0000-2910-200	1,085.00
Inv. P/R/E 5/3/15A			
05/04/15	Movie Detail 4/30/15	101-0000-0000-2910-200	1,120.00
Ck. 05/07/15 188297	Total		2,205.00
<b>y of San Gabriel</b>			
Inv. 121-3631			
05/06/15	Fire Command Staff Svcs 12/27/	101-0000-0000-5302-000	(3,967.23)
05/06/15	Fire Command Staff Svcs 12/27/	101-5010-5011-8183-000	59,804.65
Inv. 6/28-9/19/14			
01/05/15	Fire Command Staff Svcs 6/28-9	101-5010-5011-8183-000	66,536.98
Inv. 9/20-12/26/14			
05/06/15	Fire Command Staff Svcs 9/20-1	101-0000-0000-5302-000	(3,229.97)
05/06/15	Fire Command Staff Svcs 9/20-1	101-5010-5011-8183-000	72,082.23
Ck. 05/08/15 188313	Total		191,226.66
<b>City of South Pasadena PD Pett</b>			
Inv. 5/6/15			
05/06/15	Reimb. Petty Cash	101-4010-4011-8100-000	9.44
05/06/15	Reimb. Petty Cash	101-4010-4011-8020-000	56.40
05/06/15	Reimb. Petty Cash	101-4010-4011-8090-000	114.06
Ck. 05/08/15 188314	Total		179.90
<b>City of South Pasadena-Yard</b>			
Inv. 4/29/15			
04/29/15	Reimb. Petty Cash	230-6010-6116-8020-000	7.58
04/29/15	Reimb. Petty Cash	101-6010-6601-8020-000	11.26
04/29/15	Reimb. Petty Cash	500-6010-6711-8020-000	11.46
04/29/15	Reimb. Petty Cash	500-6010-6710-8100-000	20.24
04/29/15	Reimb. Petty Cash	500-6010-6711-8070-000	25.98
04/29/15	Reimb. Petty Cash	500-6010-6710-8070-000	39.55
04/29/15	Reimb. Petty Cash	210-6010-6501-8020-000	55.35
Ck. 04/30/15 188272	Total		171.42
<b>sek, Michael</b>			
Inv. P/R/E 5/3/15			
05/04/15	Movie Detail 4/23/15	101-0000-0000-2910-200	1,085.00

Ck. 05/07/15 188298	Total		1,085.00
<b>CSMFO</b>			
Inv. 162013			
05/08/15	SGV Chapter Mtg 5/20-David Bat	101-3010-3011-8090-000	40.00
Inv. 5/20/15			
05/08/15	SGV Chapter Mtg 5/20-Pearl Lie	101-3010-3011-8090-000	40.00
Ck. 05/08/15 188315	Total		80.00
<b>Daly, Carolyn</b>			
Inv. R58988			
04/28/15	Refund Camp Med	101-0000-0000-5270-001	572.00
Ck. 04/30/15 188273	Total		572.00
<b>Dominguez, Natali</b>			
Inv. 5-2015			
04/22/15	Cupcakes for Community Garden	101-8030-8031-8020-000	429.00
Ck. 04/30/15 188274	Total		429.00
<b>Douglas, Amber</b>			
Inv. R58992			
04/28/15	Refund Youth House Deposit 4/1	101-0000-0000-2920-000	250.00
Ck. 04/30/15 188275	Total		250.00
<b>E. D. D.</b>			
Inv. P/R/E 5/3/15			
05/04/15	State w/h Tax	700-0000-0000-2220-000	23,923.77
Ck. 05/07/15 188299	Total		23,923.77
<b>ICMA</b>			
Inv. P/R/E 5/3/15			
05/04/15	Deferred Comp	700-0000-0000-2260-000	5,298.47
Ck. 05/07/15 188300	Total		5,298.47
<b>Innovative Promotions</b>			
Inv. 15990			
04/21/15	Conserve Water "Mood" Pencils	500-3010-3012-8032-000	687.66
Ck. 05/08/15 188316	Total		687.66
<b>Jimenez, Desiree</b>			
Inv. 2015			
03/28/15	Reimb. CCAC Conf. Travel & Veh	101-1020-1021-8090-000	568.86
Ck. 04/30/15 188276	Total		568.86
<b>LDI Color ToolBox</b>			
Inv. 1005064			
04/03/15	Copier Maint 4/15 & Overages 3	101-2010-2011-8300-000	163.62
04/03/15	Copier Maint 4/15 & Overages 3	101-1020-1021-8300-000	163.62
04/03/15	Copier Maint 4/15 & Overages 3	101-6010-6011-8300-000	163.63
Ck. 04/30/15 188277	Total		490.87
<b>Los Angeles Community Garden C</b>			
Inv. 2015			
05/06/15	Comm.GardenDiscretionaryFund-K	101-1010-1011-8021-000	700.00
Ck. 05/08/15 188317	Total		700.00
<b>Lunnon, Joseph</b>			
Inv. P/R/E 5/3/15			
05/04/15	Movie Detail 4/30/15	101-0000-0000-2910-200	770.00

ck. 05/07/15 188301	Total		770.00
<b>Mayer Hoffman Mccann P.C.</b>			
Inv. 6/10/15			
04/28/15	GASB 68 CaseStudyTraining-Pear	101-3010-3011-8090-000	55.00
Ck. 04/30/15 188278	Total		55.00
<b>McDonald, John</b>			
Inv. TRM11269			
05/05/15	Refund Turf Rebate Program	500-3010-3012-8032-000	1,500.00
Ck. 05/08/15 188318	Total		1,500.00
<b>McKelvey Construction</b>			
Inv. #06			
04/10/15	IT Room Remodel Project	101-9000-9000-9000-000	5,016.48
Inv. 2/23/15			
02/23/15	IT Room Remodel Project-FlexCo	101-3010-3032-8150-000	1,026.00
Ck. 04/30/15 188279	Total		6,042.48
<b>Mock, Jennifer</b>			
Inv. R58990			
04/28/15	Refund Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 04/30/15 188280	Total		55.00
<b>Nat'l Neighborhood Watch Insti</b>			
Inv. 1504256			
04/15/15	Neighborhood Watch Signs	101-4010-4011-8020-000	3,270.00
Ck. 04/30/15 188281	Total		3,270.00
<b>NUFIC</b>			
Inv. P/R/E 5/3/15			
05/04/15	A.D. & D. Ins	700-0000-0000-2256-000	1,145.05
Ck. 05/07/15 188302	Total		1,145.05
<b>Pasadena Water &amp; Power</b>			
Inv. 80176-1			
04/22/15	Water Svc 60 E. State St. 3/13	500-6010-6711-8231-000	2,130.79
Ck. 05/08/15 188319	Total		2,130.79
<b>Pers Retirement</b>			
Inv. P/R/E 5/3/15			
05/05/15	Retirement Svc Period 4/20-5/3	700-0000-0000-2240-000	104,048.70
Ck. 05/08/15 188320	Total		104,048.70
<b>Platinum Plus for Business</b>			
Inv. 0423			
03/02/15	Council Meals 3/4/15-Tomato Pi	101-1010-1011-8090-000	106.17
Inv. 0423 A			
03/04/15	Sr.Center Training-Premier Foo	101-8030-8021-8200-000	278.00
Inv. 0423 B			
03/04/15	CC CCAC Conf. Registration-D.J	101-1020-1021-8200-000	595.00
Inv. 0423 C			
03/11/15	PD Swearing In Refreshments-Pa	101-4010-4011-8090-000	106.26
Inv. 0423 D			
03/12/15	CouncilKhubesrian-LeagueOfCA R	101-1010-1011-8090-000	350.00
Inv. 0423 E			
03/13/15	CC CCAC Conf. Airline Expedia-	101-1020-1021-8090-000	205.70
Inv. 0423 F			
03/14/15	Sr. Center NetFlix	101-8030-8021-8020-000	22.88

Inv. 0423 G				
03/16/15	Sr. Center Event Supplies-Pavi	101-8030-8021-8020-000		80.85
Inv. 0423 H				
03/17/15	Sr. Center Event Supplies-Part	101-8030-8021-8020-000		72.84
Inv. 0423 I				
03/17/15	Sr. Center Event Supplies-Mich	101-8030-8021-8020-000		106.98
Inv. 0423 J				
03/17/15	Sr. Center Event Supplies-Smar	101-8030-8021-8020-000		111.08
Inv. 0423 K				
03/18/15	Council Meals 3/18/15-Heirloom	101-1010-1011-8090-000		93.79
Inv. 0423 L				
03/20/15	PD SWAT Equipment-Royal Arms	101-4010-4011-8020-000		349.00
Inv. 0423 M				
03/23/15	Rec Equipment-BSN	101-8030-8032-8264-000		73.83
Inv. 0423 N				
03/24/15	HR Lunch Meeting-Mamma's Brick	101-2010-2013-8090-000		61.00
Inv. 0423 O				
03/25/15	CC LeagueofCA Airline-Southwes	101-1020-1021-8090-000		181.98
Inv. 0423 P				
03/25/15	CC CCAC Membership-D.Jimenez	101-1020-1021-8060-000		55.00
Ck. 04/30/15 188282	Total			2,850.36

**Platinum Plus-Business Card**

Inv. 5752				
03/10/15	CPRS Conf. Meals-FirestonePubl	101-8030-8031-8090-000		102.93
Inv. 5752 A				
03/11/15	CPRS Conf. Hotel-Sheraton	101-8030-8031-8090-000		604.22
Inv. 5752 B				
03/11/15	CPRS Conf. Hotel-Sheraton	101-8030-8032-8090-000		604.22
Inv. 5752 C				
03/11/15	CPRS Conf. Hotel-Sheraton	101-8030-8031-8090-000		302.11
03/11/15	CPRS Conf. Hotel-Sheraton	101-8030-8021-8090-000		302.11
Inv. 5752 D				
03/11/15	CPRS Conf. Meals-GrandDining	101-8030-8032-8200-000		101.43
Inv. 5752 E				
03/12/15	CPRS Conf. Meals-FirestonePubl	101-8030-8031-8090-000		105.06
Inv. 5752 F				
03/13/15	CPRS Conf. AirlineBaggage-Delt	101-8030-8021-8090-000		25.00
03/13/15	CPRS Conf. AirlineBaggage-Delt	101-8030-8031-8090-000		50.00
03/13/15	CPRS Conf. AirlineBaggage-Delt	101-8030-8032-8090-000		50.00
Ck. 04/30/15 188283	Total			2,247.08

**Postmaster**

Inv. Permit #42				
05/06/15	Drought Stage 2 Postcards Perm	500-3010-3012-8032-000		1,684.00
Ck. 05/08/15 188321	Total			1,684.00

**Prudential Ins. Company of Ame**

Inv. P/R/E 5/3/15				
05/05/15	Life Ins.	700-0000-0000-2254-000		1,027.50
Ck. 05/08/15 188322	Total			1,027.50

**Reyes, Aurelio**

Inv. 5/4/15				
04/29/15	Sr.Center CincoDeMayo Lunch En	101-8030-8021-8020-000		250.00
Ck. 04/30/15 188284	Total			250.00

**Rubio, Paula**

Inv. R58929				
04/23/15	Refund Park Rsvp	101-0000-0000-5270-005		55.00

ck. 04/30/15 188285	Total		55.00
<b>Ryan's Express</b>			
Inv. 254651			
05/04/15	Sr.CenteTrip LA CityHall & PD	205-8030-8025-8180-000	726.00
Ck. 05/08/15 188323	Total		726.00
<b>S.P.Firefighters L-3657</b>			
Inv. P/R/E 5/3/15			
05/04/15	Assn Dues	700-0000-0000-2250-000	2,800.00
Inv. P/R/E 5/3/15A			
05/04/15	Assn Ins	700-0000-0000-2252-000	180.74
Ck. 05/07/15 188303	Total		2,980.74
<b>S.P.P. O. A.</b>			
Inv. P/R/E 5/3/15			
05/04/15	Assn Dues & Ins	700-0000-0000-2246-000	5,155.36
Ck. 05/07/15 188304	Total		5,155.36
<b>S.P.Public Srvc Empl. Ass'n</b>			
Inv. P/R/E 5/3/15			
05/04/15	Assn Dues & Svc Fee	700-0000-0000-2248-000	1,647.00
Ck. 05/07/15 188305	Total		1,647.00
<b>San Gabriel Valley Conervatio</b>			
Inv. S.Pasadena.1			
03/18/15	Citywide Plant 69 24" Box Tree	232-6010-6301-8180-000	6,765.00
04/30/15 188286	Total		6,765.00
<b>SC Fuels</b>			
Inv. 0304607			
04/27/15	Fuel for Service Yard	101-0000-0000-1400-000	4,849.26
Ck. 04/30/15 188287	Total		4,849.26
<b>Sibal, Lisette</b>			
Inv. R58989			
04/28/15	Refund Park Rsvp	101-0000-0000-5270-005	55.00
Ck. 04/30/15 188288	Total		55.00
<b>So. CA Edison Co.</b>			
Inv. 3-000-5677-90			
04/23/15	3/19-4/20/15	500-6010-6711-8152-000	1,083.15
Inv. 3-000-5950-21			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	75.14
Inv. 3-000-5950-22			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	259.77
Inv. 3-000-7125-63			
04/23/15	3/19-4/20/15	101-6010-2015-8140-000	24.80
Inv. 3-000-7125-66			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	39.42
Inv. 3-000-7152-57			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	26.36
Inv. 3-000-8455-69			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	54.59
Inv. 3-000-9969-52			
04/23/15	3/19-4/20/15	215-6010-6201-8140-000	13.44
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	13.44
Inv. 3-001-1810-93			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	39.69

Inv. 3-001-1810-94			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	42.11
Inv. 3-001-1810-98			
04/23/15	3/19-4/20/15	500-6010-6711-8152-000	33,822.69
Inv. 3-001-1811-29			
04/23/15	3/19-4/20/15	101-6010-6601-8140-000	5,093.85
Inv. 3-001-1811-44			
04/23/15	3/19-4/20/15	215-6010-6201-8140-000	88.84
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	88.84
Inv. 3-001-1811-45			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	91.59
04/23/15	3/19-4/20/15	215-6010-6201-8140-000	91.59
Inv. 3-001-1811-48			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	45.26
Inv. 3-001-1811-56			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	63.54
Inv. 3-001-1811-58			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	35.23
Inv. 3-001-1811-59			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	37.11
Inv. 3-001-1811-63			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	24.52
Inv. 3-001-1811-64			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	41.49
Inv. 3-001-1811-67			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	37.66
Inv. 3-001-1811-68			
04/23/15	3/19-4/20/15	101-8010-8011-8140-000	76.04
Inv. 3-001-1811-69			
04/23/15	3/1-4/1/15	215-6010-6201-8140-000	24.
Inv. 3-001-1811-75			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	100.83
Inv. 3-001-1811-76			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	48.38
Inv. 3-001-1811-77			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	39.70
Inv. 3-001-1811-79			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	38.74
Inv. 3-001-1811-80			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	50.53
Inv. 3-001-1811-86			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	24.24
Inv. 3-001-1811-87			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	32.54
Inv. 3-001-1811-89			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	17.61
04/23/15	3/1-4/1/15	215-6010-6201-8140-000	17.62
Inv. 3-001-1811-90			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	37.48
Inv. 3-001-1811-91			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	60.96
Inv. 3-001-1811-92			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	17.07
Inv. 3-001-1811-93			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	56.21
Inv. 3-001-1811-95			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	26.69
Inv. 3-001-1811-98			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	16.
Inv. 3-001-1812-06			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	109.78

Inv. 3-001-1812-07			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	30.04
Inv. 3-001-1812-08			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	57.05
Inv. 3-001-1812-09			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	314.80
Inv. 3-001-1812-10			
04/23/15	3/19-4/20/15	232-6010-6417-8140-000	125.06
Inv. 3-001-1812-11			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	32.91
Inv. 3-001-1812-12			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	30.57
Inv. 3-001-1812-25			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	26.77
Inv. 3-001-1812-26			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	792.10
Inv. 3-001-1812-27			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	58.98
Inv. 3-001-1812-31			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	53.78
Inv. 3-001-1812-32			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	14.09
Inv. 3-001-1812-33			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	39.49
Inv. 3-001-1812-34			
04/23/15	3/19-4/20/15	500-6010-6711-8152-000	3,820.09
Inv. 3-001-1812-35			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	17.47
Inv. 3-001-1812-36			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	79.02
Inv. 3-001-1812-38			
04/23/15	3/19-4/20/15	101-6010-6410-8140-000	24.96
Inv. 3-001-1812-39			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	53.73
Inv. 3-001-9413-97			
04/23/15	3/19-4/20/15	500-6010-6711-8152-000	2,718.51
Inv. 3-002-4372-43			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	81.57
Inv. 3-002-4472-77			
05/01/15	3/31-4/30/15	101-8010-8011-8140-000	2,563.40
Inv. 3-002-4472-78			
05/01/15	3/31-4/30/15	101-8030-8021-8140-000	852.99
Inv. 3-002-4473-12			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	24.24
Inv. 3-003-6653-57			
05/01/15	3/31-4/30/15	101-6010-6410-8140-000	766.83
Inv. 3-003-7341-83			
04/23/15	3/1-4/1/15	101-6010-6410-8140-000	12.04
Inv. 3-004-3214-58			
04/23/15	3/19-4/20/15	500-6010-6711-8140-000	38.41
Inv. 3-004-4562-56			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	68.02
Inv. 3-011-4089-57			
05/01/15	3/31-4/30/15	215-6010-6115-8140-000	55.61
Inv. 3-016-0678-82			
04/23/15	3/19-4/20/15	215-6010-6201-8140-000	132.10
Inv. 3-022-6051-15			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	85.25
Inv. 3-022-6897-57			
04/23/15	3/19-4/20/15	215-6010-6115-8140-000	26.40
Inv. 3-022-6897-72			
05/01/15	3/31-4/30/15	215-6010-6115-8140-000	25.86

Inv. 3-022-6897-89				
04/23/15	3/19-4/20/15		215-6010-6115-8140-000	25.40
Inv. 3-022-6897-99				
04/23/15	3/19-4/20/15		215-6010-6115-8140-000	25.54
Inv. 3-022-6898-05				
04/23/15	3/19-4/20/15		215-6010-6115-8140-000	24.96
Inv. 3-022-6898-17				
04/23/15	3/19-4/20/15		215-6010-6115-8140-000	26.14
Inv. 3-022-6898-28				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	25.66
Inv. 3-023-6580-86				
05/01/15	3/31-4/30/15		215-6010-6201-8140-000	30.96
Inv. 3-023-7462-29				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	189.52
Inv. 3-023-7844-31				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	28.25
Inv. 3-023-8283-79				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	33.57
Inv. 3-026-3223-65				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	39.02
Inv. 3-028-7013-82				
05/01/15	3/31-4/30/15		101-6010-6410-8140-000	125.67
Inv. 3-028-7594-32				
05/01/15	3/31-4/30/15		500-6010-6711-8152-000	2,816.05
Inv. 3-029-2458-05				
05/01/15	3/31-4/30/15		101-8030-8031-8140-000	61.80
Inv. 3-032-0513-93				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	61.57
Inv. 3-032-2521-62				
05/01/15	3/31-4/30/15		215-6010-6201-8140-000	76.
Inv. 3-032-4192-98				
05/01/15	3/31-4/30/15		215-6010-6201-8140-000	76.03
Inv. 3-033-3452-62				
05/01/15	3/31-4/30/15		500-6010-6710-8140-000	488.07
Inv. 3-035-3494-19				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	50.92
Inv. 3-035-6502-21				
05/01/15	3/31-4/30/15		101-6010-6601-8140-000	209.78
Inv. 3-037-6075-39				
05/01/15	3/31-4/30/15		215-6010-6115-8140-000	80.22
Ck. 05/08/15 188324	Total			59,547.69

**South Coast A.Q.M.D.**

Inv. 2817075				
04/01/15	Boiler/Hotwater Heater Single		101-6010-6601-8020-000	165.90
04/01/15	Boiler/Hotwater Heater Single		101-6010-6601-8120-000	165.91
Inv. 2818282				
04/01/15	Flat Fee Last FY Emissions		101-6010-6601-8120-000	59.88
04/01/15	Flat Fee Last FY Emissions		101-6010-6601-8020-000	59.88
Inv. 2819644				
04/03/15	AQMD Fees 7/2015-6/2015		101-6010-6601-8020-000	60.42
04/03/15	AQMD Fees 7/2015-6/2015		101-6010-6601-8120-000	60.42
Ck. 04/30/15 188289	Total			572.41

**South Pasadena Part Time Emplo**

Inv. P/R/E 5/3/15				
05/04/15	Assn Dues		700-0000-0000-2249-000	512.00
Ck. 05/07/15 188306	Total			512.00

**Stonefire Grill**

Inv. 5/12/15				
04/03/15	Employee Appreciation Lunch Cater		101-2010-2013-8020-000	1,443.16
Ck. 04/30/15 188290	Total			1,443.16

**T & T Uniform South**

Inv. 1014183				
02/12/15	PD Cloth Commendation Ribbon &		101-0000-0000-2700-000	(43.20)
02/12/15	PD Cloth Commendation Ribbon &		101-4010-4011-8200-000	534.20
Ck. 05/08/15 188325	Total			491.00

**The Gas Company**

Inv. 072 519 1300 5				
04/21/15	3/19-4/17/15		101-6010-6410-8140-000	26.47
Inv. 080 919 2900 3				
04/21/15	3/19-4/17/15		101-6010-6601-8140-000	221.30
Inv. 080 919 3600 8				
04/21/15	3/19-4/17/15		101-8030-8031-8140-000	25.35
Inv. 083 019 3600 4				
04/21/15	3/19-4/17/15		500-6010-6710-8140-000	26.46
Inv. 135 519 3700 9				
04/21/15	3/19-4/17/15		101-8010-8011-8140-000	26.29
Inv. 137 619 3700 5				
04/21/15	3/19-4/17/15		101-8030-8021-8140-000	63.02
Inv. 148 220 0900 8				
04/21/15	3/19-4/17/15		101-6010-6410-8140-000	79.81
Ck. 04/30/15 188291	Total			468.70

**Warner Cable**

Inv. 008 0070193				
05/01/15	Skate Park Cable 5/1-31/15		101-4010-4011-8110-000	73.96
Inv. 008 0224964				
05/08/15	Internet Upgrade 5/8-6/7/15		101-3010-3032-8170-000	355.11
Ck. 05/08/15 188326	Total			429.07

**United Way**

Inv. P/R/E 5/3/15				
05/04/15	Payroll Deduction		700-0000-0000-2258-000	6.00
Ck. 05/07/15 188307	Total			6.00

**Velasco, Judith**

Inv. R58991				
04/28/15	Refund Eddie Park House Deposi		101-0000-0000-2920-001	250.00
Ck. 04/30/15 188292	Total			250.00

**Voya Financial**

Inv. P/R/E 5/3/15				
05/04/15	Deferred Comp		700-0000-0000-2260-000	2,555.72
Ck. 05/07/15 188308	Total			2,555.72

**West Coast Arborists, Inc.**

Inv. 104335				
02/27/15	Citywide Tree Planting 2/26-27		101-9000-9181-9181-000	6,825.00
Ck. 04/30/15 188293	Total			6,825.00

<b>Total</b>				<b>472,304.39</b>
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**ATTACHMENT 3**  
**General City Warrant List**

<b>Abbey Graphics</b>				
Inv. 8008				
04/29/15	SR710 Community Workshop Post	101-2010-2021-8050-000		1,928.05
Ck. 05/20/15 188327	Total			1,928.05
<b>Acorn Media</b>				
Inv. 00035401				
04/15/15	Yard File Cabinets	215-6010-6115-8020-000		246.91
04/15/15	Yard File Cabinets	215-6010-6201-8020-000		246.91
Inv. 00035445				
04/20/15	IT Room White Board	101-3010-3032-8020-000		288.15
Ck. 05/20/15 188328	Total			781.97
<b>Acorn Technology Corp.</b>				
Inv. 17134				
03/31/15	IT Svcs 3/15	101-3010-3032-8170-000		480.00
Inv. 17134-1202				
03/31/15	IT Svcs 3/15	101-4010-4011-8170-000		672.50
03/31/15	IT Svcs 3/15	101-3010-3032-8170-000		9,147.50
Inv. 17134-1203				
03/31/15	IT Svcs 3/15	101-4010-4011-8170-000		592.50
Ck. 05/20/15 188329	Total			10,892.50
<b>Acosta, Eduardo</b>				
Inv. 5/5-7/15				
05/08/15	Reimb. PD Training Expense	101-4010-4011-8200-000		24.00
Ck. 05/20/15 188330	Total			24.00
<b>Adlerhorst International, Inc.</b>				
Inv. 30442				
02/13/15	Custom Mechanx Gloves	101-4010-4011-8000-000		33.48
02/13/15	26ft Leash	101-4010-4011-8034-000		67.04
Ck. 05/20/15 188331	Total			100.52
<b>Alhambra Glass Co., Inc.</b>				
Inv. 11833-B				
04/28/15	Eddie Park House Replacement W	101-6010-6601-8020-000		22.89
04/28/15	Eddie Park House Replacement W	101-6010-6601-8120-000		22.89
Ck. 05/20/15 188332	Total			45.78
<b>American Library Association</b>				
Inv. 29800987				
04/13/15	Webinar Training	101-8010-8011-8200-000		28.00
Ck. 05/20/15 188333	Total			28.00
<b>American Water Works, Inc.</b>				
Inv. 4/20/15				
04/20/15	FD Repairs to Pressure Washer	101-5010-5011-8110-000		270.06
Ck. 05/20/15 188334	Total			270.06
<b>Amtech Elevator Services</b>				
Inv. DVA08398315				
02/20/15	City Hall Elevator Svcs 3/15	101-6010-6601-8120-000		376.35
Ck. 05/20/15 188335	Total			376.35
<b>Aramark Uniform Services</b>				
Inv. 530594795				
04/30/15	Uniform Svc	500-6010-6711-8132-000		14.00
04/30/15	Uniform Svc	500-6010-6710-8132-000		14.00
04/30/15	Uniform Svc	210-6010-6501-8132-000		14.00

04/30/15	Uniform Svc	101-6010-6601-8132-000	14.00
04/30/15	Uniform Svc	215-6010-6201-8132-000	14.00
04/30/15	Uniform Svc	215-6010-6310-8132-000	14.00
04/30/15	Uniform Svc	230-6010-6116-8132-000	14.05
Inv. 530611793			
05/07/15	Uniform Svcs	500-6010-6711-8132-000	20.00
05/07/15	Uniform Svcs	500-6010-6710-8132-000	20.00
05/07/15	Uniform Svcs	210-6010-6501-8132-000	20.00
05/07/15	Uniform Svcs	101-6010-6601-8132-000	20.00
05/07/15	Uniform Svcs	215-6010-6201-8132-000	20.00
05/07/15	Uniform Svcs	230-6010-6116-8132-000	84.30
05/07/15	Uniform Svcs	215-6010-6310-8132-000	84.33
Ck. 05/20/15 188336	Total		366.68

**ARC**

Inv. 8032758			
04/22/15	Traffic Light Signal Printing	101-6010-6011-8050-000	24.45
Ck. 05/20/15 188337	Total		24.45

**AT&T --Cingular Wireless**

Inv. 287014917916X04			
04/08/15	City Cell Phones 3/9-4/8/15	500-6010-6710-8150-000	52.42
04/08/15	City Cell Phones 3/9-4/8/15	101-3010-3032-8150-000	622.50
Inv. 829350178X04162			
04/08/15	PD Cell Phones 3/9-4/8/15	101-4010-4011-8150-000	453.86
Inv. 992893782X04162			
04/08/15	PD Ipad's 3/9-4/8/15	101-4010-4011-8150-000	207.50
Ck. 05/20/15 188338	Total		1,336.28

**Audio Editions**

Inv. 1543549			
04/14/15	Books on CAsstette & CD's	101-8010-8011-8080-000	8.60
Inv. 1544020			
04/17/15	Books on CAsstette & CD's	101-8010-8011-8080-000	17.20
Ck. 05/20/15 188339	Total		25.80

**Avalon Property Services, Inc.**

Inv. 21113			
05/01/15	UnlockingRestrooms Svcs-Garfie	232-6010-6417-8180-000	88.60
05/01/15	Bus Stop/Sweeping/Trash Svcs 5	101-6010-6601-8180-000	2,237.91
Inv. 21114			
05/01/15	UnlockingRestrooms Svcs-Arroyo	232-6010-6417-8180-000	88.60
05/01/15	UnlockingRestroomSvc-OrangeGro	232-6010-6417-8180-000	88.60
Inv. 21115			
05/01/15	Mission Meridian Sweeping Svcs	101-6010-6601-8180-000	708.78
Ck. 05/20/15 188340	Total		3,212.49

**Bernal, Ryan**

Inv. 4/29/15			
04/30/15	Reimb. PD Training Expense	101-4010-4011-8200-000	20.65
Inv. 5/5-7/15			
05/08/15	Reimb. PD Training Expenses	101-4010-4011-8200-000	186.73
Ck. 05/20/15 188341	Total		207.38

**Bordeaux, Janet**

Inv. April 2015			
05/04/15	Instructor Line Dance Class	101-8030-8021-8267-000	84.00
.. 05/20/15 188342	Total		84.00

**Buenavives, Antonette**

Inv. R58993			
04/28/15	Refund WMB Deposit 4/25/15	101-0000-0000-2920-000	500.00
Ck. 05/20/15 188343	Total		500.00

**Burro Canyon Shooting Park**

Inv. 31615K			
04/24/15	PD Range Fees 3/16/15	101-4010-4011-8200-000	100.00
Ck. 05/20/15 188344	Total		100.00

**CA Dental Buying Group**

Inv. 04500821			
04/30/15	FD Oxygen Cylinder Rental	101-5010-5011-8025-000	123.50
Ck. 05/20/15 188345	Total		123.50

**CA Linen Services**

Inv. 1145158			
05/11/15	FD Dept. Supplies	101-5010-5011-8020-000	121.00
Ck. 05/20/15 188346	Total		121.00

**CA Maintenance & Environmental**

Inv. 21060			
04/20/15	UndergroundStorageTanksMonthly	101-6010-6601-8120-000	50.00
04/20/15	UndergroundStorageTanksMonthly	101-6010-6601-8020-000	50.00
Inv. 21061			
04/20/15	Monthly Fuel Tanks Inspections	101-2010-2011-8100-000	2.00
04/20/15	Monthly Fuel Tanks Inspections	101-6010-6011-8100-000	2.00
04/20/15	Monthly Fuel Tanks Inspections	101-7010-7101-8100-000	2.00
04/20/15	Monthly Fuel Tanks Inspections	101-5010-5011-8100-000	8
04/20/15	Monthly Fuel Tanks Inspections	101-4010-4011-8105-000	86.00
Ck. 05/20/15 188347	Total		200.00

**Caltronics Business Systems**

Inv. 1759136			
04/15/15	Toner Shipping	101-4010-4011-8110-000	15.00
Inv. 1766866			
04/28/15	Lib Copier Overages 4/28-5/27/	101-8010-8011-8110-000	238.94
Inv. 1774371			
05/07/15	PD Copier Overages 2/6-5/5/15	101-4010-4011-8110-000	5,955.15
Ck. 05/20/15 188348	Total		6,209.09

**Cantu Graphics**

Inv. 4240			
12/15/14	Community Garden Poster Copies	101-8030-8031-8050-000	51.88
Inv. 4292			
01/20/15	Finance Snap Set Wrap Around B	101-3010-3011-8020-000	538.46
Inv. 4312			
02/02/15	Doggy Day Banner Change	101-8030-8032-8264-000	24.84
Inv. 4449			
04/22/15	PD Busn Cards-Ryan Bernal	101-4010-4011-8050-000	43.55
Inv. 4452			
04/22/15	Transit Color Postcards	101-8030-8021-8050-000	59.90
Inv. 4461			
04/24/15	Community Garden Posters	101-8030-8031-8050-000	107.91
Inv. 4466			
04/30/15	PD Busn Cards	101-4010-4011-8050-000	87.09
Inv. 4476			
05/05/15	Sr. Center May-June 2015 Newsl	101-8030-8021-8050-000	412.
Inv. 4487			
05/11/15	PD Business Cards-Cpt. Brian S	101-4010-4011-8050-000	43.55

ck. 05/20/15 188349	Total		1,369.20
<b>Catering Systems Inc.</b>			
Inv. 3496			
04/22/15	Sr. Center Meals w/ 4/13-17/15	101-8030-8021-8180-000	1,291.62
Inv. 3505			
04/28/15	Sr. Center Meals w/ 4/20-24/15	101-8030-8021-8180-000	1,266.54
Inv. 3514			
05/05/15	Sr. Center Meals w/ 4/27-5/1/1	101-8030-8021-8180-000	1,220.56
Ck. 05/20/15 188350	Total		3,778.72
<b>CBE Los Angeles</b>			
Inv. 1651068			
01/13/15	Toner Shipping	101-7010-7101-8000-000	22.03
Inv. 1677882			
04/20/15	PW Copier Overages 3/20-4/19/1	101-6010-6011-8050-000	54.67
Ck. 05/20/15 188351	Total		76.70
<b>Chaidez, Hector</b>			
Inv. 191616515			
04/30/15	Predictive Policing 4/15	101-4010-4011-8170-000	2,080.00
Ck. 05/20/15 188352	Total		2,080.00
<b>Chang, Emily</b>			
Inv. Spring 2015			
05/11/15	Instructor Kindermusik Class	101-8030-8032-8267-000	175.50
Ck. 05/20/15 188353	Total		175.50
<b>Cheng, Tina</b>			
Inv. R05775			
05/04/15	Refund Lost & Paid Library Mat	101-0000-0000-5260-003	15.00
Ck. 05/20/15 188354	Total		15.00
<b>CIT Technology Financial Servi</b>			
Inv. 26817830			
04/23/15	Sharp Copier Lease	500-3010-3012-8110-000	216.64
04/23/15	Sharp Copier Lease	101-3010-3011-8110-000	216.64
04/23/15	Sharp Copier Lease	101-7010-7101-8110-000	433.28
Ck. 05/20/15 188355	Total		866.56
<b>City of Alhambra Police Dept.</b>			
Inv. SP-04/15			
05/01/15	PD Inmate Housing 4/15	101-4010-4011-8180-000	86.00
Ck. 05/20/15 188356	Total		86.00
<b>CKCK Distribution</b>			
Inv. 47			
03/31/15	Gloves	230-6010-6116-8134-000	479.60
Inv. 48			
04/21/15	Gloves	210-6010-6501-8020-000	479.60
Ck. 05/20/15 188357	Total		959.20
<b>Code Blue</b>			
Inv. INP215091			
04/27/15	Strobe Light Kit	101-0000-0000-2700-000	(38.25)
04/27/15	Strobe Light Kit	215-6010-6115-8020-000	491.25
05/20/15 188358	Total		453.00

<b>Commline Inc.</b>				
Inv. 0002640				
05/01/15	PD Contract Svcs 5/15	101-4010-4011-8170-000		1,172.00
Ck. 05/20/15 188359	Total			1,172.00
<b>Conney Safety</b>				
Inv. 04914258				
04/21/15	Water Distribution Safety Glov	500-6010-6710-8134-000		468.87
Ck. 05/20/15 188360	Total			468.87
<b>Corney, Jose</b>				
Inv. 5/5-7/15				
05/08/15	Reimb. PD Training Expense	101-4010-4011-8200-000		186.73
Ck. 05/20/15 188361	Total			186.73
<b>D &amp; S Printing</b>				
Inv. 8987				
04/21/15	Eclectic Music Festival 2015 P	101-8010-8011-8050-000		109.00
Inv. 8988				
04/21/15	No Smoking Signs & Door Sign	101-6010-6601-8020-000		45.78
04/21/15	No Smoking Signs & Door Sign	101-6010-6601-8120-000		45.78
Inv. 8994				
04/22/15	Color Health Fair 2015 Flyers	101-8030-8021-8050-000		245.25
Inv. 9009				
04/30/15	Telephone Room Door Signs	101-6010-6601-8020-000		64.31
Inv. 9015				
05/02/15	PD Extra Patrol Request Forms	101-4010-4011-8050-000		232.17
Inv. 9028				
04/07/15	PD Cpt. Solinsky Door & Desk S	101-4010-4011-8050-000		106
Inv. 9032				
05/11/15	PD Blue Report Card: Print 2 S	101-4010-4011-8050-000		490.50
Ck. 05/20/15 188362	Total			1,339.61
<b>DDL Traffic Inc.</b>				
Inv. 3886				
04/29/15	Traffic Singal Battery Backups	101-9000-9284-9284-000		18,328.20
Ck. 05/20/15 188363	Total			18,328.20
<b>Delery, Ashley</b>				
Inv. April 2015				
05/04/15	Instructor Pep Up Your Life Cl	101-8030-8021-8267-000		470.00
Ck. 05/20/15 188364	Total			470.00
<b>Delgado, Ana Maria</b>				
Inv. April 2015				
05/04/15	Instructor Yoga Class	101-8030-8021-8267-000		32.00
Ck. 05/20/15 188365	Total			32.00
<b>Dept of Consumer Affairs</b>				
Inv. 61482				
05/04/15	Prof.Engineer'sLic.Renewal-Shi	101-6010-6011-8060-000		115.00
Ck. 05/20/15 188366	Total			115.00
<b>Digital Telecommunications Cor</b>				
Inv. 20999				
04/29/15	NEC Port Voice Mail System	101-3010-3032-8150-000		4,727.24
Inv. 21080				
05/10/15	Telephone Line Svcs 5/15	101-3010-3041-8150-000		814..
Ck. 05/20/15 188367	Total			5,541.61

**Mooley Enterprises Inc**

Inv. 51340			
04/27/15	PD Ammunition Supplies	101-4010-4011-8020-000	10,854.00
Ck. 05/20/15 188368	Total		10,854.00

**Dr. Detail Ph.D**

Inv. 00023			
04/16/15	Library Carpet Cleaning 4/16/1	101-8010-8011-8120-000	150.00
Ck. 05/20/15 188369	Total		150.00

**DuBois, Andrew**

Inv. 5/5-7/15			
05/08/15	Reimb. PD Training Expenses	101-4010-4011-8200-000	186.73
Ck. 05/20/15 188370	Total		186.73

**Dudek**

Inv. 20151464			
04/11/15	Construct. Engineering Svcs 2/	310-6010-6501-8170-000	2,608.60
Inv. 20151803			
05/06/15	Construct. Engineering Svcs 3/	310-6010-6501-8170-000	2,115.00
Ck. 05/20/15 188371	Total		4,723.60

**Ellis Jr., Marvin**

Inv. 211126080			
04/01/15	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 05/20/15 188372	Total		48.00

**Prospect Medical Solutions**

Inv. 20879			
04/28/15	FD Dept. Medical Supplies	101-5010-5011-8025-000	492.70
Ck. 05/20/15 188373	Total		492.70

**Escobedo, Ceasar**

Inv. 4/28/15			
05/01/15	Reimb. PD Training Expense	101-4010-4011-8200-000	8.63
Ck. 05/20/15 188374	Total		8.63

**Eurofins Eaton Analytical**

Inv. L0213638			
04/27/15	Water Quality Testing	500-6010-6711-8170-000	85.00
Ck. 05/20/15 188375	Total		85.00

**Fadial, Vanessa**

Inv. R59146			
05/05/15	Refund Dropped Class	101-0000-0000-5270-002	135.00
Ck. 05/20/15 188376	Total		135.00

**Federal Express**

Inv. 5-018-74709			
05/01/15	Plan/Bldg Overnight Shipping	101-7010-7101-8010-000	26.24
Inv. 5-019-38691			
05/01/15	PD Overnight Shipping	101-4010-4011-8010-000	30.38
Inv. 5-026-89212			
05/08/15	PD Overnight Shipping	101-4010-4011-8010-000	128.45
Ck. 05/20/15 188377	Total		185.07

**Wells/Quartermaster**

Inv. 003467081			
04/30/15	PD Armor Tactical Vests	101-4010-4011-8134-000	1,914.24
04/30/15	PD Armor Tactical Vests	272-4010-4018-8520-000	3,828.48

Ck. 05/20/15 188378	Total		5,742
<b>Garda CL West Inc.</b>			
Inv. 10099228			
05/01/15	Armored Car Svc 5/15	101-3010-3011-8020-000	867.24
05/01/15	Armored Car Svc 5/15	500-3010-3012-8020-000	867.24
Ck. 05/20/15 188379	Total		1,734.48
<b>George L.Throop Co.</b>			
Inv. 01-671583-00			
04/28/15	Concrete	101-9000-9287-9287-000	677.98
Inv. 01-671686-00			
04/29/15	Swr Division Clear Tubing	210-6010-6501-8020-000	20.37
Ck. 05/20/15 188380	Total		698.35
<b>GK &amp; Associates</b>			
Inv. 15-186			
04/30/15	Construct. Mgmt & Inspect Svcs	101-9000-9390-9390-000	111.00
04/30/15	Construct. Mgmt & Inspect Svcs	101-9000-9390-9390-000	2,319.00
Ck. 05/20/15 188381	Total		2,430.00
<b>Graffiti Control Systems</b>			
Inv. SPAS0415			
04/30/15	Citywide Graffiti Removal Svcs	101-6010-6410-8262-000	539.00
Ck. 05/20/15 188382	Total		539.00
<b>Grainger</b>			
Inv. 9719228893			
04/17/15	Emergency Pole Knock Down Saw	215-6010-6201-8020-000	190
04/17/15	Emergency Pole Knock Down Saw	215-6010-6115-8020-000	190.00
Ck. 05/20/15 188383	Total		380.18
<b>Great Match Consulting</b>			
Inv. 1690003062			
04/21/15	Temp Workers w/e 4/19/15	101-9000-9287-9287-000	4,198.32
Ck. 05/20/15 188384	Total		4,198.32
<b>Greg's Automotive Services</b>			
Inv. 10561			
04/21/15	Yard Unit#362 Vehicle Maint.	230-6010-6116-8100-000	73.92
Ck. 05/20/15 188385	Total		73.92
<b>Griffiths, Derek</b>			
Inv. 222125370			
04/28/15	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 05/20/15 188386	Total		48.00
<b>Gutierrez, Michael</b>			
Inv. April 2015			
04/29/15	Reimb. Home Delivery Mileage 4	101-8030-8021-8020-000	32.78
Ck. 05/20/15 188387	Total		32.78
<b>H.W. Wilson</b>			
Inv. 325319			
02/12/15	Lib. Core Collections	101-8010-8011-8080-000	432.50
Ck. 05/20/15 188388	Total		432.50
<b>HdL Hinderliter,deLlamas &amp; Ass</b>			
Inv. 0021526			
05/01/15	Contract Svcs Prop. Tax April	101-3010-3011-8170-000	2,640.00

Ck. 05/20/15 188389	Total		2,640.00
<b>Hernandez, Laura</b>			
Inv. R59149			
05/05/15	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	27.50
Ck. 05/20/15 188390	Total		27.50
<b>Hi Quality Auto Body Inc.</b>			
Inv. 10099			
05/07/15	PD Unit# 0134 SET Truck Painte	101-4010-4011-8100-000	1,186.80
Inv. 10150			
05/01/15	PD Unit# 0735 Repair FrontEnd	101-4010-4011-8100-000	4,831.20
Ck. 05/20/15 188391	Total		6,018.00
<b>HPC Computers Inc.</b>			
Inv. 24115			
04/29/15	Repair Finance Printer	101-3010-3032-8110-000	263.71
Ck. 05/20/15 188392	Total		263.71
<b>Inter-Con Security Systems Inc</b>			
Inv. 420296			
04/09/15	PD Parking Enforcement Svcs 3/	101-4010-4011-8180-000	6,399.88
Ck. 05/20/15 188393	Total		6,399.88
<b>Jack's Auto Repair</b>			
Inv. 14355			
04/29/15	PD Unit# 1404 Oil Change	101-4010-4011-8100-000	62.93
05/20/15 188394	Total		62.93
<b>Johnson Lift/Hyster</b>			
Inv. 04264320			
04/21/15	Yard Forklift Oil Change	500-6010-6710-8100-000	42.08
04/21/15	Yard Forklift Oil Change	101-6010-6410-8100-000	42.08
04/21/15	Yard Forklift Oil Change	230-6010-6116-8110-000	42.09
Ck. 05/20/15 188395	Total		126.25
<b>Jones Coffee Roasters</b>			
Inv. 36830			
04/30/15	FD Dept. Coffee Supplies	101-5010-5011-8020-000	131.25
Ck. 05/20/15 188396	Total		131.25
<b>L.A. Times</b>			
Inv. 10004495887			
04/27/15	LA Times Subscriptions 6/5/15-	101-8010-8011-8030-000	832.00
Ck. 05/20/15 188397	Total		832.00
<b>Law Offices of Jones &amp; Mayer</b>			
Inv. 72220			
04/30/15	Legal Svcs-1827 Bushnell 4/15	101-2010-2501-8160-000	37.00
Inv. 72221			
04/30/15	Legal Svcs-619 Camino Verde 4/	101-2010-2501-8160-000	1,735.37
Inv. 72222			
04/30/15	Legal Svcs-Downtown Project 4/	101-0000-0000-2990-013	536.50
Inv. 72223			
04/30/15	Legal Svcs-General Litigation	101-2010-2501-8160-000	1,332.00
Inv. 72224			
04/30/15	Legal Svcs-General Matters 4/1	101-2010-2501-8160-000	592.00
Inv. 72225			
04/30/15	Legal Svcs-Nansen,Mark & Rober	101-2010-2501-8160-000	136.50

Inv. 72226				
04/30/15	Legal Svcs-Riner Scivally 4/15		101-2010-2501-8160-000	185.00
Ck. 05/20/15 188398	Total			4,554.37
<b>Lawn Mower Corner</b>				
Inv. 98288				
04/27/15	Walk Behind Saw Maint.		500-6010-6710-8110-000	142.65
Ck. 05/20/15 188399	Total			142.65
<b>Lem, Nancy</b>				
Inv. 042115				
04/29/15	15 Eclectic MusicFestival/ArtW		101-8010-8011-8020-000	100.00
Ck. 05/20/15 188400	Total			100.00
<b>Library Associates Inc.</b>				
Inv. 6549-001				
04/22/15	Temp. Ref. Librarian Svcs 3/6-		101-8010-8011-8180-000	2,088.00
Ck. 05/20/15 188401	Total			2,088.00
<b>Linn &amp; Associates</b>				
Inv. 044.2015				
04/30/15	Planning Svcs 3/21-4/30/15		101-7010-7101-8180-000	4,410.00
Ck. 05/20/15 188402	Total			4,410.00
<b>Luna Imaging Inc.</b>				
Inv. 62689				
04/29/15	Scanning/Electronic Svcs #1		101-1020-1021-8170-000	5,000.00
Inv. 62690				
04/29/15	Scanning/Electronic Preservati		101-1020-1021-8170-000	19,754.
Ck. 05/20/15 188403	Total			24,754.00
<b>M &amp; G Auto Repair Smog Check</b>				
Inv. 6801				
04/29/15	WaterDept.Unit# 12 ExhaustMuff		500-6010-6711-8100-000	276.25
Ck. 05/20/15 188404	Total			276.25
<b>Magana, Joseph</b>				
Inv. 211126278				
04/28/15	Refund Citation		101-0000-0000-4610-000	48.00
Ck. 05/20/15 188405	Total			48.00
<b>Manukian, Avick</b>				
Inv. 4/28/15				
05/01/15	Reimb. PD Training Expense		101-4010-4011-8200-000	8.63
Inv. 5/5-7/15				
05/08/15	Reimb. PD Training Expenses		101-4010-4011-8200-000	186.73
Ck. 05/20/15 188406	Total			195.36
<b>McClain, Timothy</b>				
Inv. 211124572				
05/11/15	Refund Citation		101-0000-0000-4610-000	96.00
Ck. 05/20/15 188407	Total			96.00
<b>Megale, Tom</b>				
Inv. R59147				
05/05/15	Refund Cancelled Park Rsvp		101-0000-0000-5270-005	27.50
Ck. 05/20/15 188408	Total			27

**Mike Roos & Company**

Inv. 5148Q				
04/30/15	Strategic Planning & Consult S	101-2010-2021-8170-000		3,000.00
Ck. 05/20/15 188409	Total			3,000.00

**Mission Framing**

Inv. 042015				
04/20/15	Leo Politi Painting Framing	101-8010-8011-8020-000		186.39
Ck. 05/20/15 188410	Total			186.39

**Morrow & Holman Plumbing Inc**

Inv. P-5477				
04/18/15	Lib. Restrooms Maint.	101-8010-8011-8120-000		533.43
Inv. P-5478				
04/18/15	Orange Grove Park Emergency Re	101-6010-6601-8120-000		98.71
04/18/15	Orange Grove Park Emergency Re	101-6010-6601-8020-000		98.72
Ck. 05/20/15 188411	Total			730.86

**Motion Picture Licensing Corp.**

Inv. 503956730				
04/23/15	Movie License Certificate6/23/	101-8030-8021-8020-000		316.70
Ck. 05/20/15 188412	Total			316.70

**Norton, Escott**

Inv. R58995				
04/28/15	Refund Eddie Park House Deposi	101-0000-0000-2920-001		250.00
Ck. 05/20/15 188413	Total			250.00

**JLC Inc.**

Inv. 0000388702				
04/30/15	Cataloguing Svcs	101-8010-8011-8110-000		1,460.56
Ck. 05/20/15 188414	Total			1,460.56

**Office Solutions**

Inv. I-00766321				
04/24/15	PD Chair	101-4010-4011-8000-000		216.90
Inv. I-00768225				
04/29/15	PD Copy Paper	101-4010-4011-8000-000		564.08
Ck. 05/20/15 188415	Total			780.98

**Olsen, Erica**

Inv. 211126043				
04/28/15	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 05/20/15 188416	Total			48.00

**Orvac Electronics**

Inv. 135538				
04/21/15	Electronic Supplies	101-6010-6601-8020-000		165.23
04/21/15	Electronic Supplies	215-6010-6115-8020-000		165.23
04/21/15	Electronic Supplies	215-6010-6201-8020-000		165.23
Ck. 05/20/15 188417	Total			495.69

**Partnership Painting**

Inv. 5/6/15				
05/06/15	WMB InteriorPaintingWalls/Ceil	101-9000-9258-9258-000		1,064.50
Ck. 05/20/15 188418	Total			1,064.50

**Pasadena Humane Society**

Inv. May 2015				
04/05/15	PD Animal Control Svcs 5/15	101-4010-4011-8180-000		9,123.55

Ck. 05/20/15 188419	Total		9,123..
<b>Pasadena Weekly</b>			
Inv. 324393			
04/23/15	Llyn Foulkes Print Ads	101-8010-8011-8040-000	175.00
Ck. 05/20/15 188420	Total		175.00
<b>Perez, Christopher A.</b>			
Inv. 4/28/15			
05/01/15	Reimb. PD Training Expense	101-4010-4011-8200-000	8.63
Ck. 05/20/15 188421	Total		8.63
<b>Personal Court Reporters Inc.</b>			
Inv. 49531			
04/27/15	Transcribing Svcs SP CC Mtg 4/	101-7010-7101-8170-000	568.50
Ck. 05/20/15 188422	Total		568.50
<b>Phillips, Craig</b>			
Inv. 5/7/15			
05/11/15	Reimb. PD Training Expense	101-4010-4011-8200-000	8.63
Inv. 6/1-5/15			
05/08/15	Reimb. PD Training Expenses	101-4010-4011-8200-000	869.43
Ck. 05/20/15 188423	Total		878.06
<b>Podvoll, Candace</b>			
Inv. April 2015			
05/04/15	Instructor Meditation Class	101-8030-8021-8267-000	65.60
Ck. 05/20/15 188424	Total		65.60
<b>Post Alarm Systems</b>			
Inv. 773003			
04/06/15	WMB Monitoring Svc 5/15	101-8030-8031-8180-000	42.95
Ck. 05/20/15 188425	Total		42.95
<b>PQL</b>			
Inv. 371450			
04/27/15	Garfield St. Lamp Retrofit LED	215-6010-6201-8020-000	444.42
Ck. 05/20/15 188426	Total		444.42
<b>RCB Protective Coatings Inc.</b>			
Inv. 14384			
04/24/15	Yard Unit# 612 Truck Bed Coati	215-6010-6115-8020-000	257.60
Ck. 05/20/15 188427	Total		257.60
<b>Refrigeration Supplies Distrib</b>			
Inv. 1389599-00			
04/21/15	PD Plastic Condenser Pad	101-6010-6601-8020-000	26.73
Ck. 05/20/15 188428	Total		26.73
<b>Rio Hondo College</b>			
Inv. 6/15-26/15			
05/06/15	PD TrainingRegistration-Cpl.Sp	101-4010-4011-8210-000	103.00
Ck. 05/20/15 188429	Total		103.00
<b>Rio Hondo College RTC</b>			
Inv. S15-89-ZSPS			
04/28/15	PD Enrollment Fees	101-4010-4011-8020-000	36.80
Ck. 05/20/15 188430	Total		36.80

**Aobles, Vivian**

Inv. April 2015			
05/04/15	Instructor Line Dance Class	101-8030-8021-8267-000	448.00
Ck. 05/20/15 188431	Total		448.00

**Rossmann and Moore, LLP**

Inv. April 2015			
05/01/15	Legal Svcs-710 Fwy Extension 4	101-2010-2021-8160-000	9,900.57
Inv. February 2015			
03/02/15	Legal Svcs-710 Fwy Extension 2	101-2010-2021-8160-000	688.00
Ck. 05/20/15 188432	Total		10,588.57

**S.P.Review**

Inv. 3477			
04/09/15	Install Catch Basins Ads	101-6010-6011-8040-000	72.00
Inv. 3479			
04/09/15	Library Electrical Work Bids	101-9000-9314-9314-000	192.00
Inv. 3569			
04/23/15	Low Impact Development NPDES A	101-6010-6011-8040-000	20.00
Inv. 3587			
04/30/15	Eddie Park House Electrical Wo	101-9000-9227-9227-000	184.00
Inv. 3600			
05/01/15	Dial A Ride Ads	205-8030-8025-8040-000	80.00
Inv. 3638			
05/01/15	Sr.Health Fair 2015 Ads	101-8030-8021-8040-000	94.00
Inv. 3640			
05/01/15	Eggstravaganza,MoviePark,Dodge	101-8030-8032-8040-000	432.00
Ck. 05/20/15 188433	Total		1,074.00

**Saavedra, Irene**

Inv. 211126474			
04/28/15	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 05/20/15 188434	Total		48.00

**San Gabrieleno Band of Mission**

Inv. 194			
05/03/15	Native AmericanMonitoringSvcs3	310-6010-6501-8170-000	1,087.50
Ck. 05/20/15 188435	Total		1,087.50

**Sanchez, Michael**

Inv. 4/29/15			
04/30/15	Reimb. PD Training Expense	101-4010-4011-8200-000	20.65
Ck. 05/20/15 188436	Total		20.65

**Sancon Engineering Inc.**

Inv. #3			
05/04/15	Swr Rehabilitation Replace Pr	310-6010-6712-8333-000	595,845.65
Ck. 05/20/15 188437	Total		595,845.65

**Sandoval, Ricardo**

Inv. 222124657			
04/28/15	Refund Citation	101-0000-0000-4610-000	108.00
Ck. 05/20/15 188438	Total		108.00

**Security Design Systems, Inc.**

Inv. 198711			
05/01/15	PD Maint. Cameras & AccessCont	101-4010-4011-8110-000	30.00
Inv. 198712			
05/01/15	PD Maint. Cameras & AccessCont	101-4010-4011-8110-000	145.00

Inv. 198713				
05/01/15	PD Maint. Cameras & AccessCont	101-4010-4011-8110-000		113.00
Ck. 05/20/15 188439	Total			288.00
<b>Seico Battery Co.</b>				
Inv. 2126				
04/23/15	Scada System Backup Pwr Batter	500-6010-6711-8020-000		294.00
Ck. 05/20/15 188440	Total			294.00
<b>Service Pro Pest Mgmt Company</b>				
Inv. April 2015				
04/27/15	Citywide Pest Control Svcs 4/1	101-6010-6601-8120-000		389.17
Ck. 05/20/15 188441	Total			389.17
<b>Siemens Industry Inc.</b>				
Inv. 5610004809				
04/10/15	Traffic Signal Maint. 3/15	215-6010-6115-8180-000		2,096.72
Inv. 5620006895				
04/13/15	Traffic Response Call Outs 3/1	215-6010-6115-8180-000		293.00
Ck. 05/20/15 188442	Total			2,389.72
<b>Singh, David</b>				
Inv. R376554				
05/11/15	Refund Permit-2045 Monterey Rd	101-0000-0000-5200-002		1,020.00
Ck. 05/20/15 188443	Total			1,020.00
<b>Sipe, Susan or William</b>				
Inv. 211126824				
05/11/15	Refund Citations	101-0000-0000-4610-000		50
Inv. 211126825				
05/11/15	Refund Citations	101-0000-0000-4610-000		50.00
Ck. 05/20/15 188444	Total			100.00
<b>Specialty Lighting Dist./CED</b>				
Inv. 4999-472095				
05/05/15	Citywide Facilities LED Lighti	101-6010-6601-8020-000		218.15
05/05/15	Citywide Facilities LED Lighti	101-6010-6601-8120-000		218.15
Ck. 05/20/15 188445	Total			436.30
<b>Springbrook Software</b>				
Inv. 1806				
04/27/15	Testing Phase with Training	101-3010-3032-8180-000		1,425.29
Ck. 05/20/15 188446	Total			1,425.29
<b>Staples Business Advantage</b>				
Inv. 3261886186				
04/03/15	Library Office Supplies	101-8010-8011-8000-000		292.02
Inv. 3261886188				
04/03/15	PD Office Supplies	101-4010-4011-8000-000		94.57
Inv. 3262599170				
04/07/15	Yard Office Supplies	500-6010-6710-8020-000		133.29
Inv. 3262650965				
04/08/15	PD Office Supplies	101-4010-4011-8000-000		511.25
Inv. 3262780926				
04/10/15	PD Office Supplies	101-4010-4011-8000-000		269.58
Inv. 3262780927				
04/10/15	Water Dept. Office Supplies	500-6010-6710-8020-000		225.7
Inv. 3263071506				
04/13/15	Fin Office Supplies	101-3010-3011-8000-000		44.12

Inv. 3263095004				
04/14/15	PD Office Supplies	101-4010-4011-8000-000		123.75
Inv. 3263199709				
04/15/15	Rec Office Supplies	101-8030-8031-8020-000		39.84
Inv. 3263269197				
04/16/15	Yard Office Supplies	500-6010-6710-8020-000		20.00
04/16/15	Yard Office Supplies	500-6010-6710-8020-000		20.00
04/16/15	Yard Office Supplies	210-6010-6501-8020-000		20.00
04/16/15	Yard Office Supplies	230-6010-6116-8020-000		20.00
04/16/15	Yard Office Supplies	101-6010-6601-8020-000		20.00
04/16/15	Yard Office Supplies	101-6010-6410-8020-000		79.38
Inv. 3263269198				
04/16/15	Yard Office Supplies	101-6010-6601-8020-000		5.96
04/16/15	Yard Office Supplies	500-6010-6710-8020-000		6.00
04/16/15	Yard Office Supplies	500-6010-6710-8020-000		6.00
04/16/15	Yard Office Supplies	101-6010-6410-8020-000		6.00
04/16/15	Yard Office Supplies	210-6010-6501-8020-000		6.00
04/16/15	Yard Office Supplies	230-6010-6116-8020-000		6.00
Inv. 3263347622				
04/17/15	PD Office Supplies	101-4010-4011-8000-000		93.53
Inv. 3263347623				
04/17/15	PD Office Supplies	101-4010-4011-8000-000		172.71
Inv. 3263347624				
04/17/15	PD Office Supplies	101-4010-4011-8000-000		35.32
Inv. 3263682189				
04/21/15	Plan/Bldg Office Supplies	101-7010-7101-8000-000		43.79
Inv. 3263682190				
04/21/15	PD Office Supplies	101-4010-4011-8000-000		57.20
Inv. 3263739595				
04/22/15	Comm. Svcs Office Supplies	101-8030-8031-8000-000		113.35
04/22/15	Comm. Svcs Office Supplies	101-8030-8021-8020-000		289.12
Inv. 3263807666				
04/23/15	Sr. Center Office Supplies	101-8030-8021-8000-000		141.69
Inv. 3263807668				
04/23/15	Sr. Center Office Supplies	101-8030-8021-8264-000		16.38
Inv. 3263807669				
04/23/15	Library Office Supplies	101-8010-8011-8000-000		231.03
Inv. 3263807670				
04/23/15	PD Office Supplies	101-4010-4011-8000-000		210.51
Inv. 3263807678				
04/23/15	Yard Office Supplies	500-6010-6711-8020-000		74.05
04/23/15	Yard Office Supplies	500-6010-6710-8020-000		74.05
04/23/15	Yard Office Supplies	101-6010-6410-8020-000		74.05
04/23/15	Yard Office Supplies	210-6010-6501-8020-000		74.05
04/23/15	Yard Office Supplies	230-6010-6116-8020-000		74.05
04/23/15	Yard Office Supplies	101-6010-6601-8020-000		74.07
Ck. 05/20/15 188447	Total			3,797.88
<b>Sun Badge Company</b>				
Inv. 358458				
05/01/15	PD Uniform & Badges -Captain N	101-4010-4011-8020-000		215.10
Inv. 359722				
04/21/15	PD New Die for Small Ribbon	101-4010-4011-8020-000		163.50
Ck. 05/20/15 188448	Total			378.60
<b>Sung, Shin</b>				
Inv. 211126388				
05/05/15	Refund Citation	101-0000-0000-4610-000		48.00
Ck. 05/20/15 188449	Total			48.00

**Sunset Vans Inc.**

Inv. 9070			
05/06/15	Transit Van #74 Maint.	205-8030-8025-8100-000	140.00
Inv. 9071			
05/06/15	Transit Van #75 Maint.	205-8030-8025-8100-000	192.35
Ck. 05/20/15 188450	Total		332.35

**Superior Court of CA, County o**

Inv. April 2015			
05/07/15	Court Fees April 2015	101-0000-0000-4610-000	11,927.00
Ck. 05/20/15 188451	Total		11,927.00

**SupplyWorks**

Inv. 2905646-00			
04/23/15	Library Restroom Supplies	101-8010-8011-8120-000	232.55
Inv. 2906173-00			
04/21/15	PD Restroom Supplies	101-4010-4011-8120-000	453.05
Inv. 2906174-00			
04/21/15	PD Restroom Supplies	101-4010-4011-8120-000	282.42
Inv. 2906175-00			
04/21/15	Parks Restroom Supplies	232-6010-6417-8020-000	453.05
Inv. 2906176-00			
04/21/15	Parks Restroom Supplies	232-6010-6417-8020-000	282.42
Inv. 2906178-00			
04/21/15	Maint. Restroom Supplies	101-6010-6601-8020-000	453.05
Inv. 2906179-00			
04/21/15	Maint. Restroom Supplies	101-6010-6601-8020-000	396.13
Inv. 2908122-00			
04/30/15	Library Restroom Supplies	101-8010-8011-8120-000	471
Ck. 05/20/15 188452	Total		3,023.

**The Center**

Inv. 443			
04/25/15	PD FirstAid/CPR/AED Skills Exa	101-4010-4011-8200-000	277.95
Ck. 05/20/15 188453	Total		277.95

**Tom's Clothing & Uniforms Inc**

Inv. 79598			
03/31/15	PD Crossing Guard Accessories	101-4010-4011-8134-000	111.18
Ck. 05/20/15 188454	Total		111.18

**Toman, Michael**

Inv. 5/8/15			
05/08/15	Reimb. Webinar Expenses	101-8010-8011-8090-000	28.00
Ck. 05/20/15 188455	Total		28.00

**Toro Enterprises Inc.**

Inv. 9207			
04/28/15	Sidewalk Project Construction	101-9000-9287-9287-000	1,710.00
Ck. 05/20/15 188456	Total		1,710.00

**Tripodis, John**

Inv. R376790			
05/11/15	Refund Permit-1921 Milan Ave.	101-0000-0000-5200-002	590.00
Ck. 05/20/15 188457	Total		590.00

**UCLA Center for Prehospital Ca**

Inv. 1219			
05/01/15	FD Paramedic Training	101-5010-5011-8170-000	1,878.95

ck. 05/20/15 188458	Total		1,878.95
<b>Unique Mgmt Svcs Inc.</b>			
Inv. 306023			
05/01/15	Recovering Agency Svcs 4/15	101-8010-8011-8180-000	232.70
Ck. 05/20/15 188459	Total		232.70
<b>United Site Services, Inc.</b>			
Inv. 114-2901143			
04/30/15	Portable Toilet Skate Park 4/2	101-8030-8032-8180-000	263.27
Ck. 05/20/15 188460	Total		263.27
<b>V &amp; S Pasadena Inc. - AAMCO</b>			
Inv. 142577			
04/28/15	Transit Van #75 Inspection/AC/	205-8030-8025-8100-000	180.00
Ck. 05/20/15 188461	Total		180.00
<b>Verizon Business Svcs</b>			
Inv. 69446991			
04/20/15	Phone Conferencing Svc 3/15	101-0000-0000-2990-013	9.34
04/20/15	Phone Conferencing Svc 3/15	101-2010-2021-8090-000	16.25
Ck. 05/20/15 188462	Total		25.59
<b>Vision Electric Wholesale Inc.</b>			
Inv. 19485			
04/27/15	WMB Dimmer Switch Circuit Rewi	101-6010-6601-8020-000	19.62
04/27/15	WMB Dimmer Switch Circuit Rewi	101-6010-6601-8120-000	19.62
Inv. 19524			
04/30/15	WMB Dimmer Switch Circuit Rewi	101-6010-6601-8120-000	62.71
04/30/15	WMB Dimmer Switch Circuit Rewi	101-6010-6601-8020-000	62.71
Ck. 05/20/15 188463	Total		164.66
<b>VR Auto Repair</b>			
Inv. 184772			
04/28/15	PD Unit# 1102 Tire Change	101-4010-4011-8100-000	25.00
Inv. 320396			
05/04/15	Transit Van # 79 Oil Change	205-8030-8025-8100-000	42.00
Ck. 05/20/15 188464	Total		67.00
<b>Weston Woods Studios</b>			
Inv. 10973903			
04/25/15	DVD's	101-8010-8011-8080-000	130.70
Ck. 05/20/15 188465	Total		130.70
<b>Wise, Randy</b>			
Inv. 5/7/15			
05/11/15	Reimb. PD Training Expense	101-4010-4011-8200-000	8.63
Ck. 05/20/15 188466	Total		8.63
<b>Wong, Daren</b>			
Inv. 5/7/15			
05/11/15	Reimb. PD Training Expense	101-4010-4011-8200-000	8.63
Ck. 05/20/15 188467	Total		8.63
<b>Wong, Pauline</b>			
Inv. May 2015			
05/11/15	Instructor Line Dance Class	101-8030-8032-8267-000	93.60
ck. 05/20/15 188468	Total		93.60

**Wright Supply Inc**

Inv. 182115			
04/23/15	Motor Replacement Pressure Wat	101-6010-6601-8020-000	190.24
04/23/15	Motor Replacement Pressure Wat	101-6010-6601-8120-000	190.24
Ck. 05/20/15 188469	Total		380.48

**Y Tire Sales**

Inv. 116627			
05/07/15	Tire Repair Swr Trailer	210-6010-6501-8100-000	26.00
Ck. 05/20/15 188470	Total		26.00

**Total** **812,156.83**

**ATTACHMENT 4**  
**Payroll 05-08-15**

**PAYROLL ACCOUNT RECONCILIATION**  
**City of South Pasadena**  
**for Payroll 05.08.15**

Account Number	Account Name	05.20.15
101-0000-0000-1010-000	General Fund - Payroll cash	552,169.77
	Other Withholding Payables	\$ 272,795.79
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	279,373.98
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	4,684.68
207-0000-0000-1010-000	Prop C - Payroll Cash	5,759.42
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	10,375.16
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	9,663.73
218-0000-0000-1010-000	Clean Air Act	17.76
227-0000-0000-1010-000	CRA - Payroll Cash	6,102.85
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	15,610.38
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	227.99
500-0000-0000-1010-000	Water Fund - Payroll Cash	42,896.48
700-0000-0000-2210-000	Internal Revenue Service	72,832.69
700-0000-0000-2230-000	Internal Revenue Service	16,875.92
<b>Total Checks &amp; Direct Deposits</b>		<b>464,421.04</b>
Checks		20,416.29
Direct Deposits		354,321.14
I.R.S Payments		89,683.61
		<hr/>
		<b>464,421.04</b>
To 700		627,091.93
Other PR Payable		272,795.79
ACH Payable		354,296.14
		<hr/>

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

**Redevelopment Successor Agency Check Summary Total**

Agency Warrants      05.20.15

<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 05/03/15	ACH	227.0000.0000.1010.000	Payroll PE 05.03.15	\$ 6,102.85

RSA Report Total      \$ 6,102.85

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Robert S. Joe, Agency Chair

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Evelyn G. Zneimer, Agency Secretary

  
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David Batt, Agency Treasurer

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

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

COUNCIL AGENDA: May 20, 2015  
TO: Honorable Mayor and City Council  
VIA: Sergio Gonzalez, City Manager *SG*  
FROM: Gary E. Pia, City Treasurer  
David Batt, Finance Director *DB*  
SUBJECT: **Monthly Investment Reports for March 2015**

## **Recommendation**

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

## **Fiscal Impact**

None.

## **Commission Review and Recommendation**

This matter was not reviewed by a Commission.

## **Background**

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

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

Monthly Investment Reports for March 2015  
May 20, 2015  
Page 2 of 2

**Legal Review**

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

**Public Notification of Agenda Item**

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

Attachments:

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT

March 31, 2015

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.278%	53.80%	14,115,359.21	14,115,359.21
SUBTOTAL			53.80%	<u>14,115,359.21</u>	<u>14,115,359.21</u>
MORGAN STANLEY SMITH BARNEY					
Government Securities	See Exhibit B	1.066%	30.13%	7,905,157.50	7,969,349.31
Corporate Bonds	See Exhibit B	1.037%	12.06%	3,164,822.15	3,177,507
Certificates of Deposit	See Exhibit B	0.931%	4.00%	<u>1,050,000.00</u>	<u>1,052,941</u>
SUBTOTAL			46.20%	<u>12,119,979.65</u>	<u>12,199,798.63</u>
TOTAL INVESTMENTS			100.00%	<u>\$26,235,338.86</u>	<u>\$26,315,157.84</u>

BANK ACCOUNTS:

Bank of America Account Balance:	\$3,332,882.46
Smith Barney Uninvested Cash Balance:	\$68,092.95
Smith Barney Unsettled Transactions	\$0.00

Required Disclosures:

Average weighted maturity of the portfolio 584 DAYS

Average weighted total yield to maturity of the portfolio 0.635%

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

All investments are in conformity with the City Investment Policy.

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

Exhibit P 1

Funds and Investments  
Held by Contracted (Third) Parties  
March 31, 2015

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss
Gov't. Securities	U.S. Treasury Note	912828KT6	12/26/2014	271,000.00	101.720	275,660.96	2.375%	0.398%	276,569.05	2.320%	3/31/2016	366	908.09
Gov't. Securities	U.S. Treasury Note	912828RM4	12/29/2014	387,000.00	100.528	389,043.04	1.000%	0.664%	390,386.25	0.990%	10/31/2016	580	1,343.21
Gov't. Securities	U.S. Treasury Note	912828NG1	12/26/2014	533,000.00	103.925	553,920.07	2.750%	0.914%	557,320.79	0.626%	5/31/2017	792	3,400.72
Gov't. Securities	U.S. Treasury Note	912828PY0	12/29/2014	866,000.00	104.222	902,563.76	2.750%	1.268%	912,815.96	0.864%	2/28/2018	1,065	10,252.20
Gov't. Securities	U.S. Treasury Note	912828VK3	12/26/2014	222,000.00	99.895	221,765.79	1.375%	1.406%	224,739.48	0.988%	6/30/2018	1,187	2,973.69
Gov't. Securities	U.S. Treasury Note	912828H52	3/6/2015	568,000.00	98.461	559,257.91	1.250%	1.577%	565,069.12	1.361%	1/31/2020	1,767	5,811.21
Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EACW7	12/30/2014	541,000.00	101.980	551,710.85	2.000%	0.578%	552,517.89	1.950%	8/25/2016	513	807.04
Gov't. Securities	Fed. Home Loan Mtg. Corp.	3137EADL0	12/26/2014	839,000.00	99.672	836,246.40	1.000%	1.121%	841,600.90	0.874%	9/29/2017	913	5,354.50
Gov't. Securities	Fed. National Mtg. Assn.	3135G0GY3	12/26/2014	440,000.00	100.785	443,452.54	1.250%	0.817%	445,042.40	0.619%	1/30/2017	671	1,589.86
Gov't. Securities	Fed. National Mtg. Assn.	3135G0JA2	12/30/2014	637,000.00	100.495	640,154.10	1.125%	0.883%	642,764.85	0.684%	4/27/2017	758	2,610.75
Gov't. Securities	Fed. National Mtg. Assn.	3135G0TG8	12/30/2014	450,000.00	98.924	445,158.00	0.875%	1.229%	449,707.50	0.898%	2/8/2018	1,045	4,549.50
Gov't. Securities	Fed. National Mtg. Assn.	3135G0WJ8	12/26/2014	453,000.00	98.258	445,108.74	0.875%	1.401%	451,921.86	0.952%	5/21/2018	1,147	6,813.12
Gov't. Securities	Fed. National Mtg. Assn.	3135G0YM9	12/30/2014	275,000.00	101.433	278,940.68	1.875%	1.449%	281,913.50	1.113%	9/18/2018	1,267	2,972.82
Gov't. Securities	Fed. National Mtg. Assn.	3134A4VG6	2/10/2015	219,000.00	101.955	223,369.18	1.875%	1.875%	224,505.66	1.113%	9/18/2018	1,267	1,136.48
Gov't. Securities	Fed. National Mtg. Assn.	3135G0YT4	12/26/2014	500,000.00	100.312	501,558.61	1.625%	1.537%	507,940.00	1.180%	11/27/2018	1,337	6,381.39
Gov't. Securities	Fed. National Mtg. Assn.	3135G0ZA4	12/30/2014	630,000.00	101.150	637,246.87	1.875%	1.568%	644,534.10	1.264%	2/9/2019	1,411	7,287.23
<b>Subtotal Gov't. Securities</b>				<b>7,831,000.00</b>		<b>7,905,157.50</b>	<b>1.644%</b>	<b>1.159%</b>	<b>7,969,349.31</b>	<b>1.066%</b>		<b>1,012</b>	<b>64,191.81</b>
Corporate Bond	Mettlife Inc.	59156RAU2	1/2/2015	97,000.00	106.530	103,334.00	6.750%	1.099%	103,526.16	0.937%	6/1/2016	428	192.16
Corporate Bond	Comcast Corp.	20030NAG6	12/31/2014	100,000.00	104.937	104,937.10	4.950%	0.825%	105,053.00	0.732%	6/15/2016	442	115.90
Corporate Bond	Berkshire Hathaway Inc.	084670BB3	1/12/2015	106,000.00	102.000	108,119.56	2.200%	0.732%	108,370.16	0.562%	8/15/2016	503	250.60
Corporate Bond	Walt Disney Co.	25468PCM6	1/6/2015	109,000.00	100.941	110,025.74	1.350%	0.661%	110,159.76	0.572%	8/16/2016	504	134.02
Corporate Bond	Coca-Cola Co.	191216AU4	1/6/2015	107,000.00	101.492	108,595.97	1.800%	0.739%	108,829.70	0.586%	9/1/2016	520	233.73
Corporate Bond	American Express Credit	0258M0DC0	1/2/2015	205,000.00	102.651	210,434.83	2.800%	2.018%	210,762.55	0.867%	9/19/2016	538	327.72
Corporate Bond	PNC Funding Corp.	693476BM4	2/6/2015	106,000.00	102.553	108,705.76	2.700%	0.928%	108,519.62	0.966%	9/19/2016	538	(186.14)
Corporate Bond	US Bancorp (Callable)	91159HHB9	12/30/2014	106,000.00	101.815	107,923.54	2.200%	1.068%	108,226.00	0.821%	11/15/2016	595	302.46
Corporate Bond	Gilead Sciences Inc.	375558AT0	1/6/2015	107,000.00	103.338	110,571.69	3.050%	1.024%	110,755.70	0.922%	12/1/2016	611	184.01
Corporate Bond	Duke Energy Carolinas	26442CAL8	1/5/2015	108,000.00	101.365	109,474.47	1.750%	0.941%	109,725.84	0.805%	12/15/2016	625	251.37
Corporate Bond	Cisco Systems Inc.	17275RAT9	1/12/2015	109,000.00	100.298	109,325.06	1.100%	0.943%	109,703.05	0.761%	3/3/2017	703	377.99
Corporate Bond	BB&T Corp.	05531FAK9	1/12/2015	108,000.00	101.890	110,041.48	2.150%	1.178%	109,966.68	1.174%	3/22/2017	722	(74.80)
Corporate Bond	Gen. Electric Capital Corp.	36962GW0	12/30/2014	108,000.00	101.973	110,130.47	2.300%	1.331%	110,810.16	1.028%	4/27/2017	758	679.69
Corporate Bond	Caterpillar Financial Service	14912L5E7	1/6/2015	110,000.00	100.944	111,038.81	1.625%	1.182%	111,486.10	0.993%	6/1/2017	793	447.29
Corporate Bond	United Technologies	913017BU2	12/30/2014	108,000.00	101.283	109,385.87	1.800%	1.198%	109,988.28	0.940%	6/1/2017	793	602.41
Corporate Bond	United Health Group Inc.	91324PB7	1/5/2015	111,000.00	100.104	111,115.82	1.400%	1.358%	112,078.92	1.011%	10/15/2017	929	963.10
Corporate Bond	Microsoft Corp.	594918AP9	1/12/2015	113,000.00	99.743	112,709.59	0.875%	0.967%	112,684.73	0.983%	11/15/2017	960	(24.86)
Corporate Bond	Wells Fargo Co.	949746NX5	1/5/2015	94,000.00	110.481	103,851.88	5.625%	1.632%	104,439.64	1.409%	12/11/2017	986	587.76
Corporate Bond	JP Morgan Chase & Co.	46625HJF8	1/5/2015	111,000.00	100.831	111,922.56	1.133%	1.133%	112,355.31	0.717%	1/25/2018	1,031	432.75
Corporate Bond	Wal-Mart Stores Inc.	931142DF7	1/6/2015	110,000.00	98.977	108,874.70	1.125%	1.447%	110,134.20	1.084%	4/11/2018	1,107	1,259.50
Corporate Bond	Merck & Co. Inc.	58933YAG0	1/12/2015	111,000.00	99.970	110,966.70	1.300%	1.309%	111,122.10	1.264%	5/18/2018	1,144	155.40
Corporate Bond	Pepsico Inc.	7134748BH0	1/6/2015	102,000.00	110.106	112,308.47	5.000%	1.707%	113,038.44	1.488%	6/1/2018	1,158	729.97
Corporate Bond	Bank of New York Mellon	06406HCM9	1/5/2015	110,000.00	100.540	110,594.11	0.792%	0.792%	110,430.10	0.695%	8/1/2018	1,219	(164.01)

Exhibit B-1

Funds and Investments  
Held by Contracted (Third) Parties  
March 31, 2015

Morgan Stanley Smith Barney Investments

Investment Type	Issuer	CUSIP	Settlement Date	Par Value	Adjusted Premium	Adjusted Cost	Coupon Rate	YTM at Purchase	Market Value	Current YTM	Maturity Date	Days to Maturity	Unrealized Gain/Loss	
10 Corporate Bond	Home Depot Inc.	437076BB7	1/12/2015	107,000.00	102.410	109,578.85	2.250%	1.528%	110,534.21	1.243%	9/10/2018	1,259	955.36	
11 Corporate Bond	Oracle Corp.	68389XAQ8	12/30/2014	109,000.00	101.555	110,694.89	2.375%	1.947%	111,993.14	1.625%	1/15/2019	1,386	1,298.25	
12 Corporate Bond	John Deere Capital Corp.	24422ESK6	1/6/2015	112,000.00	99.642	111,599.04	1.950%	2.040%	113,111.04	1.688%	3/4/2019	1,434	1,512.00	
13 Corporate Bond	Proctor & Gamble Co.	742718EG0	1/27/2015	105,000.00	101.408	106,478.67	1.900%	1.580%	106,424.85	1.592%	11/1/2019	1,676	(53.82)	
14 Corporate Bond	Apple Inc.	037833AH3	1/12/2015	114,000.00	98.318	112,082.52	1.550%	1.911%	113,278.38	1.686%	2/7/2020	1,774	1,195.86	
Subtotal Corporate Bonds				3,103,000.00		3,164,822.15	2.344%	1.284%	3,177,507.82	1.037%		890	12,685.67	
15 CD	Ally Bank - UT	02005QS46	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	250,947.50	1.090%	9/21/2015	174	947.50	
16 CD	Discover Bank - DE	254671GJ3	9/19/2012	250,000.00		250,000.00	1.100%	1.100%	250,957.50	1.090%	9/21/2015	174	957.50	
17 CD	Goldman Sachs	38143AE68	9/19/2012	250,000.00		250,000.00	1.150%	1.150%	250,877.50	1.140%	9/21/2015	174	877.50	
18 CD	Apple Bank - NY	037830RK4	9/26/2012	50,000.00		50,000.00	0.550%	0.550%	50,036.50	0.540%	9/28/2015	181	36.50	
19 CD	Business Bank - MO	12325EFP2	9/28/2012	250,000.00		250,000.00	0.500%	0.500%	250,122.50	0.480%	9/28/2015	181	122.50	
Subtotal CDs				1,050,000.00		1,050,000.00	0.943%	0.943%	1,052,941.50	0.931%		176	2,941.50	
Money Market	Liquid Asset Fund			0.00		64,874.82			64,874.82	0.010%			1	
Mutual Fund	Gov't. Cash Mgmt.			0.00		0.00			0.00	0.010%			1	
Uninvested Cash				0.00		3,218.13			3,218.13	0.010%			1	
Subtotal Cash & Cash Equivalents						68,092.95			68,092.95				1	
Grand Totals				11,984,000.00		12,188,072.60	1.756%	1.166%	12,267,891.58	1.041%		903	79,818.98	
Unsettled Transactions														
Subtotal Unsettled Transactions				0.00		0.00			0.00					0.00
Totals incl. Unsettled Transactions				11,984,000.00		12,188,072.60			12,267,891.58					79,818.98
Adjustments														
Differential due to Valuing Short-Term CDs/Securities at Cost														
Adjusted Total									12,267,891.58					79,818.98
Totals per Bank Statement						12,188,072.60			12,267,891.58					79,818.98

Exhibit B-2  
Funds and Investments  
Held by Contracted (Third) Parties  
March 31, 2015

Morgan Stanley

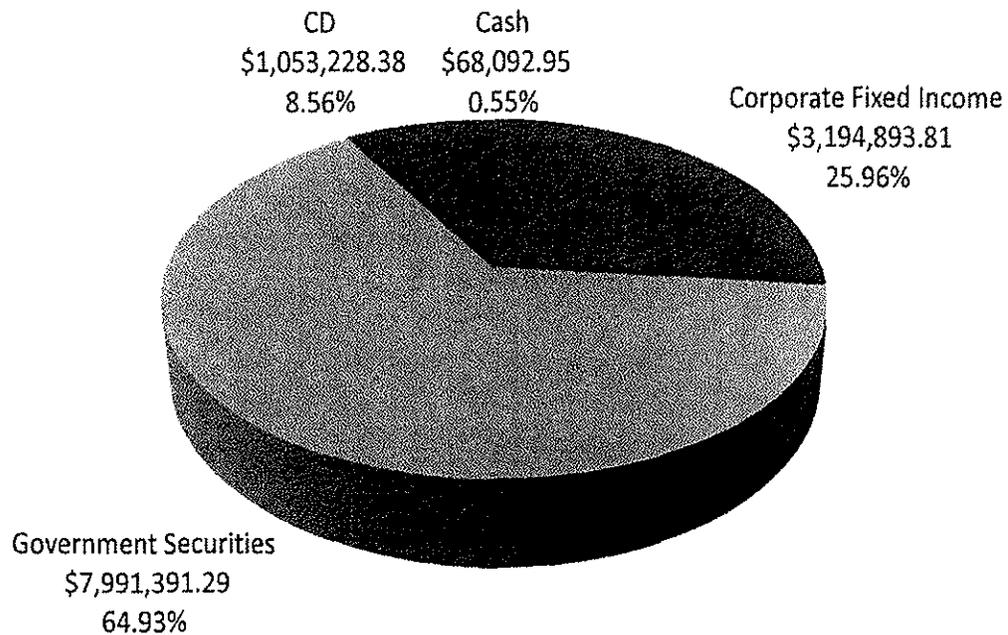
Asset Allocation  
As of 04/15/2015

CITY OF SOUTH PASADENA  
DAVID BATT  
1414 MISSION STREET  
S PASADENA CA 91030-3214

Prepared by VINING/SHABANIAN/BRATINCE  
Ph. 626-683-4600

Acct. 189-125116-203

257



\*This report includes External Holdings

The above summary/prices/quotes/statistics have been obtained from sources believed reliable but are not necessarily complete and cannot be guaranteed. The information contained in client monthly account statements and confirmations reflects all transactions, and as such supersedes all other reports for financial and tax purposes. This report does not supersede or replace your monthly Client Statement. If we do not hold the securities in a Morgan Stanley Wealth Management account,

**Exhibit B-3**

**Funds and Investments  
Held by Contracted (Third) Parties  
March 31, 2015**

**Morgan Stanley**

**Projected Monthly Income - Summary**

CITY OF SOUTH PASADENA  
DAVID BATT  
1414 MISSION STREET  
S PASADENA CA 91030-3214

As of 04/15/2015

Prepared by VINING/SHABANIAN/BRATINCE  
Ph. 626-683-4600

Acct. 189-125116-203

	Current Month	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Twelve Month Total
Fixed Income	\$7,185	17,082	17,016	8,019	28,307	25,795	8,477	16,978	16,912	7,915	28,203	21,365	8,477	204,546
<b>Income Total</b>	<b>\$7,185</b>	<b>17,082</b>	<b>17,016</b>	<b>8,019</b>	<b>28,307</b>	<b>25,795</b>	<b>8,477</b>	<b>16,978</b>	<b>16,912</b>	<b>7,915</b>	<b>28,203</b>	<b>21,365</b>	<b>8,477</b>	<b>204,546</b>

258

	Account Totals*	Projected Income	% Yield**
Fixed Income	\$12,218,841	\$204,546	1.67%
<b>Total</b>	<b>\$12,218,841</b>	<b>\$204,546</b>	<b>1.67%</b>

\* Account Totals do not include Cash, Cash Equivalents and Annuities.

\*\* Monthly projections are rounded to the nearest dollar and totaled, therefore, % yield calculations are approximate.

Exhibit C

City of South Pasadena  
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2005-06	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15
JULY	7,880,380	9,903,906	13,890,011	18,506,000	20,273,657	13,579,652	11,604,558	14,003,563	17,332,153	20,958,651
AUGUST	7,068,673	8,050,382	12,821,952	17,256,000	20,608,628	12,099,372	11,595,476	13,043,563	17,330,985	12,658,088
SEPTEMBER	6,275,728	7,075,316	12,830,016	16,766,000	17,292,659	11,000,410	11,582,026	11,783,420	16,331,557	19,715,369
OCTOBER	5,474,520	8,079,227	12,648,943	16,266,000	17,297,628	10,757,440	10,575,907	11,795,960	13,841,158	17,221,779
NOVEMBER	4,901,808	8,179,951	12,813,000	15,646,000	16,621,046	10,499,526	8,992,178	11,800,260	13,836,635	17,221,849
DECEMBER	7,802,755	9,959,808	15,063,000	18,756,000	18,487,198	10,634,416	10,185,282	11,805,140	16,837,192	20,603,990
JANUARY	8,544,600	11,719,732	17,143,000	20,582,573	20,210,860	12,629,088	9,186,793	11,816,031	18,846,359	26,309,319
FEBRUARY	8,020,111	11,800,280	17,684,000	20,284,404	19,519,072	12,619,768	9,184,331	13,818,580	18,845,663	26,260,788
MARCH	8,457,766	12,480,215	16,654,000	19,715,013	18,448,613	12,610,790	9,126,552	13,319,038	13,145,894	26,315,158
APRIL	10,326,041	15,460,860	18,784,000	22,169,776	19,317,280	12,605,200	11,130,863	17,327,604	13,153,853	
MAY	11,745,463	17,070,125	20,209,000	23,010,520	16,191,609	12,595,623	11,128,155	19,327,983	23,452,878	
JUNE	10,535,314	15,170,118	20,014,000	23,385,906	15,871,761	12,581,680	10,275,475	19,323,510	22,452,628	

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

Exhibit A

CITY OF SOUTH PASADENA  
 SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
 INVESTMENT REPORT  
 March 31, 2015

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	RATE OF INTEREST	PAR VALUE	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:						
LAIF -- SA-CRA	ON DEMAND	0.278%			911,274.36	
SUBTOTAL				100.00%	<u>911,274.36</u>	
TOTAL INVESTMENTS				<u>100.00%</u>	<u>\$911,274.36</u>	
BANK ACCOUNTS:						
Bank of America SA-CRA Account Balance:					\$10,238.76	
Bank of America SA-CRA Housing Loans (Collateralization) Account Balance:					\$27,381.35	

Required Disclosures:

Average Maturity of the portfolio

1 DAY

Average total yield to maturity of the portfolio

0.278%

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

There have been no variances to the Agency Investment Policy

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

**Exhibit B**

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

**Summary of Investment Activity for the Month  
March 31, 2015**

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

**Exhibit C**

**CITY OF SOUTH PASADENA  
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY  
INVESTMENT REPORT  
March 31, 2015**

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

Account/Investment Description	Account/Investment Value *	Date of Valuation
<b>2000 Downtown Revitalization Project #1 Tax Allocation Bonds</b>		
Trustee: Union Bank of California		
Debt Service Fund	Blackrock Provident Institutional Treasury Funds \$20.36	3/31/2015
Interest Account	Blackrock Provident Institutional Treasury Funds 0.00	3/31/2015
Principal/Sinking Account	Blackrock Provident Institutional Treasury Funds 0.00	3/31/2015
Reserve Account	Blackrock Provident Institutional Treasury Funds <u>199,583.30</u>	3/31/2015
<b>Total Funds Managed by Union Bank of California</b>	<b>\$199,603.66</b>	

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

Exhibit D

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

Summary of Invested Funds -- Last Day of the Month

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

265

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

Exhibit A

South Pasadena  
Public Financing Authority  
INVESTMENT REPORT  
March 31, 2015

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD TO CALL OR MATURITY	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
WELLS FARGO - RELIANCE TRUST - TVI					
Cash Equivalents	See Exhibit B	0.116%	63.19%	14,807,356.19	14,807,356.19
Certificates of Deposit / Govt. Securities	See Exhibit B	0.719%	36.81%	8,626,780.00	8,626,780.00
SUBTOTAL			100.00%	23,434,136.19	23,434,136.19
TOTAL INVESTMENTS			100.00%	\$23,434,136.19	\$23,434,136.

OTHER ACCOUNTS:

Wells Fargo 2009 Bonds Revenue Fund	\$203,329.80
Wells Fargo 2009 Bonds Interest Fund	\$1,001,025.00
Wells Fargo 2009 Bonds Principal Fund	\$0.00
Wells Fargo 2013 Bonds Revenue Fund	\$0.00
Wells Fargo 2013 Bonds Interest Fund	\$111,743.71
Wells Fargo 2013 Bonds Principal Fund	\$0.00
Wells Fargo 2013 Bonds Cost of Issuance Fund	\$0.11

Required Disclosures:

Average weighted maturity of the portfolio	<u>148</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>0.338%</u>

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

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

**Exhibit B**

**Funds and Investments  
Held by Contracted (Third) Parties  
March 31, 2015**

**2009 PFA Water Revenue Bonds**

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

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	
<b>Reserve Fund</b>									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		4,533.96	0.010%	4,533.96	0.010%		1	
3	Government Advantage Money Market		241,237.94	0.010%	241,237.94	0.010%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>			<b>245,771.90</b>	<b>0.010%</b>	<b>245,771.90</b>	<b>0.010%</b>			
1	CDARS - CD	Medallion Bank - UT	3/15/2013	248,000.00	0.550%	248,000.00	0.550%	3/15/2016	350
2	CDARS - CD	Lake Forest Bank	6/27/2014	248,000.00	1.600%	248,000.00	1.600%	6/27/2016	454
3	CDARS - CD	American State Bank -IA	3/28/2013	248,000.00	0.700%	248,000.00	0.700%	3/28/2017	728
4	CDARS - CD	Oriental Bank	5/29/2014	248,000.00	1.000%	248,000.00	1.000%	5/30/2017	791
5	CDARS - CD	Barclays Bank	7/2/2014	248,000.00	1.150%	248,000.00	1.150%	7/3/2017	825
6	CDARS - CD	CIT Bank - UT	3/13/2013	248,000.00	1.100%	248,000.00	1.100%	3/13/2018	1,078
7	CDARS - CD	First Bank - PR	3/15/2013	248,000.00	1.050%	248,000.00	1.050%	3/15/2018	1,080
8	CD - Callable	JP Morgan Chase - OH	3/15/2013	248,000.00	0.750%	248,000.00	0.750%	3/15/2018	1,080
9	CDARS - CD	Bank of Deerfield	6/11/2014	248,000.00	1.600%	248,000.00	1.600%	6/11/2018	1,168
10	CDARS - CD	Discover Bank - DE	7/16/2014	247,000.00	1.550%	247,000.00	1.550%	7/16/2018	1,203
11	CDARS - CD	Goldman Sachs Bank	7/16/2014	247,000.00	1.600%	247,000.00	1.600%	7/16/2018	1,203
12	CDARS - CD	GE Capital Bank	7/18/2014	247,000.00	1.600%	247,000.00	1.600%	7/18/2018	1,205
13	CDARS - CD	Bar Harbor Bank - ME	5/30/2014	170,000.00	1.600%	170,000.00	1.600%	3/29/2019	1,459
<b>Subtotal CDs</b>			<b>3,143,000.00</b>	<b>1.209%</b>	<b>3,143,000.00</b>	<b>1.209%</b>		<b>959</b>	
<b>Total Reserve Fund</b>			<b>3,388,771.90</b>	<b>1.122%</b>	<b>3,388,771.90</b>	<b>1.122%</b>		<b>889</b>	
<b>Project Fund</b>									
1	Cash		0.00	0.010%	0.00	0.010%		1	
2	Federated Treasury Obligations		843,717.82	0.010%	843,717.82	0.010%		1	
3	Government Advantage Money Market		8,670,702.39	0.010%	8,670,702.39	0.010%		1	
4	USA Mutuals Partners Insured		5,047,164.08	0.320%	5,047,164.08	0.320%		1	
<b>Subtotal Cash &amp; Cash Equivalents</b>			<b>14,561,584.29</b>	<b>0.117%</b>	<b>14,561,584.29</b>	<b>0.117%</b>		<b>1</b>	
1	Govt. Securities	Fed. Home Loan Bank	12/30/2014	1,997,780.00	0.375%	1,997,780.00	0.375%	6/24/2016	451
2	CDARS - CD	Compass Bank AL	11/13/2013	249,000.00	0.550%	249,000.00	0.550%	5/13/2015	43
3	CDARS - CD	TCF Natl Bank Sioux Falls S	11/13/2013	249,000.00	0.400%	249,000.00	0.400%	5/13/2015	43
4	CDARS - CD	Sterling Savings Bank	12/18/2013	249,000.00	0.400%	249,000.00	0.400%	6/18/2015	79
5	CDARS - CD	First State Bank	12/23/2013	249,000.00	0.400%	249,000.00	0.400%	6/23/2015	84
6	CDARS - CD	Conestoga Bank	12/27/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	87
7	CDARS - CD	Pacific City Bank	12/26/2013	249,000.00	0.350%	249,000.00	0.350%	6/26/2015	87
8	CDARS - CD	Private Bank & Trust	10/4/2013	249,000.00	0.650%	249,000.00	0.650%	10/5/2015	188
9	CDARS - CD	First United Bank	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	192
10	CDARS - CD	North American Banking Co.	10/9/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	192
11	CDARS - CD	Bridgewater Bank	10/10/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	192
12	CDARS - CD	Luana Savings Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/9/2015	192
13	CDARS - CD	Lyons National Bank	10/11/2013	249,000.00	0.500%	249,000.00	0.500%	10/13/2015	196
14	CDARS - CD	Pilot Bank	10/17/2013	249,000.00	0.500%	249,000.00	0.500%	10/16/2015	199
15	CDARS - CD	Enerbank	10/17/2013	249,000.00	0.550%	249,000.00	0.550%	10/19/2015	202
<b>Subtotal CDs &amp; Securities</b>			<b>5,483,780.00</b>	<b>0.439%</b>	<b>5,483,780.00</b>	<b>0.439%</b>		<b>81</b>	
<b>Total Project Fund</b>			<b>20,045,364.29</b>	<b>0.205%</b>	<b>20,045,364.29</b>	<b>0.205%</b>		<b>23</b>	
<b>Grand Totals</b>			<b>23,434,136.19</b>	<b>0.338%</b>	<b>23,434,136.19</b>	<b>0.338%</b>		<b>148</b>	

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# City of South Pasadena Agenda Report

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

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

COUNCIL AGENDA: May 20, 2015 (Continued from May 6, 2015)

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *AG*

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

SUBJECT: **Adoption of an Urgency Ordinance Amending South Pasadena Municipal Code Chapter 23 Stormwater and Urban Runoff Pollution Control, to Impose Rainwater Low Impact Development (LID) Strategies**

## **Recommendation**

It is recommended that the City Council read by title only, waive further reading, and adopt an urgency ordinance amending South Pasadena Municipal Code (SPMC) Chapter 23 to comply with the latest State mandated stormwater discharge requirements as defined in the current Los Angeles County Municipal Separate Storm Sewer System (MS4) permit.

## **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 expand the applicability of the existing pollutant source reduction requirements by imposing LID strategies on projects that require building permits.

## **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 MS4 permit was approved by the Los Angeles Regional Quality Control Board on November 8, 2012. However, the permit necessitates changes to SPMC Chapter 23.

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 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.

At its May 6, 2015 meeting, the City Council opened the public hearing and then continued it to the following meeting.

### **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 replacement of SPMC Chapter 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 SPMC at that time are no longer applicable. For example, under the old MS4 Permit (as currently reflected in the SPMC), 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 new ordinance 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.

The following development and redevelopment projects that will comply with the requirements are:

- 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.
- 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 III C.
  - 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.

- 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

Adoption of a LID Ordinance is required by June 30, 2015 pursuant to the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175. Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths vote of the City Council.

#### **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: Ordinance

ORDINANCE NO. \_\_\_\_\_

**AN URGENCY ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA  
REVISING CHAPTER 23.14 STORMWATER AND URBAN  
RUNOFF POLLUTION CONTROL TO IMPOSE LOW  
IMPACT DEVELOPMENT (LID) STRATEGIES ON  
PROJECTS THAT REQUIRE BUILDING PERMITS**

**WHEREAS**, the City of South Pasadena (City) is authorized by Article XI, Section 5 and Section 7 of the Constitution of the State of California, to exercise the police power of the State by adopting regulations to promote public health, public safety, and general prosperity; and

**WHEREAS**, the Federal Clean Water Act establishes Regional Water Quality Control Boards in order to prohibit the discharge of pollutants in stormwater runoff to waters of the United States; and

**WHEREAS**, the City is a permittee under the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) Order No. R4-2012-0175, issued on November 8, 2012, which establishes Waste Discharge Requirements for Municipal Separate Storm Sewer Systems (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4; and

**WHEREAS**, Order No. R4-2012-0175 contains requirements for municipalities to establish an LID Ordinance in order to participate in a Watershed Management Program (WMP) and/or Enhanced Watershed Management Program (EWMP), which must be approved by the South Pasadena City Council and in place by June 30, 2015; and

**WHEREAS**, the City is a participant in the Upper Los Angeles River EWMP; and

**WHEREAS**, the Regional Board has adopted Total Maximum Daily Loads (TMDLs) for pollutants which are numerical limits that must be achieved effectively through LID implementation; and

**WHEREAS**, the City has the authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions, and limitations with respect to any activity that might degrade waters of the State; and

**WHEREAS**, the City is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental and economic considerations; and

**WHEREAS**, 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; and

**WHEREAS**, is it the intent of the City to expand the applicability of the existing LID requirements by providing stormwater and rainwater LID strategies for all projects for Development and Redevelopment projects where technically feasible, as defined herein; and

**WHEREAS**, the State of California is experiencing an historic drought, resulting in the Governor's January 2014 proclamation of a state of emergency, and the deepening and continuing drought conditions impact water quality; and

**WHEREAS**, in order to protect public health, including the quality of potable water, it is necessary to enact and implement regulations on new development that are intended to increase infiltration to help increase ground water recharge, while simultaneously reducing MS4 discharges; and

**WHEREAS**, adoption of a LID Ordinance is required by June 30, 2015 pursuant to the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175; and

**WHEREAS**, Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths (4/5) vote of the City Council.

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

**SECTION 1.** Recitals Made Findings. The above recitals are declared to be true and correct. This urgency ordinance is necessary to immediately preserve the public health and safety, particularly regarding water quality.

**SECTION 2.** Additional Findings.

(a) The City is authorized by Article XI, Section 5 and Section 7 of the Constitution of the State of California to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity.

(b) The City 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 WMP and/or EWMP, the Municipal NPDES permit requires permittees to develop and implement an LID Ordinance.

(d) The City 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.

(e) 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.

(f) The City needs to take a new approach to managing rainwater and urban runoff while mitigating the negative impacts of development and urbanization.

(g) An LID Ordinance 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.

(h) It is the intent of the City 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.”

**SECTION 3.** South Pasadena Municipal Code (SPMC) 23.4 (Definitions) to be revised by adding or updating definitions within this section with definitions in SPMC 23.4.

Definitions.

(a) “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).

(b) “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).

(c) “Best Management Practice” or “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).

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

(e) “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).

(f) “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).

(g) “City” means the City of South Pasadena.

(h) “Clean Water Act” or “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.

(i) "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).

(j) "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).

(k) "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).

(l) "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).

(m) "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).

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

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

(p) “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).

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

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

(s) “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).

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

(u) “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).

(v) “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 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.

(w) “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).

(x) “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).

(y) “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).

(z) “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):

(1) 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;

(2) Designed or used for collecting or conveying stormwater;

(3) Which is not a combined sewer; and

(4) Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR Section 122.2. (40 CFR Section 122.26(b)(8)) (Source: Order No. R4-2012-0175)

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

(bb) “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).

(cc) “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).

(dd) “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).

(ee) “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).

(ff) “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.

(gg) “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 3. (Modified from: Order No. R4-2012-0175).

(hh) “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.

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

(jj) "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 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).

(kk) "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).

(ll) "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).

(mm) "Regional Board" means the California Regional Water Quality Control Board, Los Angeles Region.

(nn) "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).

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

(pp) "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).

(qq) "Runoff" means any runoff including storm water and dry weather flows from a drainage area that reaches a receiving water body or subsurface. During dry weather it is typically comprised of base flow either contaminated with pollutants or uncontaminated and nuisance flows.

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

(ss) “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.

(tt) “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).

(uu) “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.

(vv) “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.

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

(xx) “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.

(yy) “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.

(zz) “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.

**SECTION 4:** SPMC 23 to be updated to read as follows:

**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, and collect funds for projects. 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 this section.
- (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.
  - (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 III C.
  - 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.

- 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 meeting the criteria of the City's Green Streets Policy 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:
- a. Retain stormwater runoff onsite for the Stormwater Quality Design Volume (SWQDv) defined as the runoff from:
    - i. The 85<sup>th</sup> percentile 24-hour runoff event as determined from the Los Angeles County 85<sup>th</sup> 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.
- 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.

**SECTION 4.** This Urgency Ordinance is adopted by a four-fifths (4/5) vote of the City Council and shall take effect immediately. 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 xx day of June, 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 xx day of June, 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 Khubesian, M.D., Councilmember*  
*Richard D. Schneider, M.D., Councilmember*

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

COUNCIL AGENDA: May 20, 2015

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SG*

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

SUBJECT: **Resolution Adopting Green Streets Policy for Design of Street Improvement Projects**

## **Recommendation**

It is recommended that the City Council adopt a resolution to incorporate a Green Streets policy for design of future street improvement projects where applicable.

## **Fiscal Impact**

There is no fiscal impact associated with adopting the resolution. However, from time to time, major street improvement projects within transportation corridors may incur additional costs due to the incorporation of Green Streets best management practices (BMPs).

## **Commission Review and Recommendation**

This matter was reviewed by the Public Works Commission (Commission) on several occasions, most recently at its meeting of October 9, 2013. The Commission recognized that the adoption of Green Street policies are mandated by the Los Angeles Regional Water Quality Control Board, but wanted to exercise caution to draft a policy that would not be overly broad in its applicability, so as to not burden the City financially with mandatory incorporation of new design elements or to create unintended consequences arising from the incorporation of Green Streets design elements.

## **Background**

Green Streets are enhancements to street and road projects to improve the quality of stormwater and urban runoff through the implementation of infiltration, bio-treatment, and minimizing impervious areas. Green Streets is intended to transform the design of streets from the conventional method of moving water off-site as quickly as possible to a method of storing and treating water on-site close to its source for a cleaner discharge into the waters of the United States.

Under Final Order No. R4-2012-0175 – Waste Discharge Requirements for Municipal Separate

Storm Water System (MS4) Permit for Los Angeles County which became effective on December 28, 2012, municipal agencies such as the City of South Pasadena who are preparing Enhanced Watershed Management Programs are required to demonstrate that Green Streets policies are in place specifying the use of Green Streets strategies for transportation corridors.

The LA Permit Group (LAPG), a consortium of representatives from over 60 municipalities in Los Angeles County who work together for partnership opportunities concerning water quality protection, retained the services of a consultant to develop a draft Green Streets policy template which could be used by cities as a starting point to develop their own Green Streets policy. The LAPG's template was based on research conducted of existing Green Streets policies developed by the Cities of Los Angeles, Santa Monica and Portland. The Public Works Commission has taken the draft Green Streets template developed by the LAPG and made minor modifications.

### **Analysis**

The MS4 permit provides little guidance in the way of what a Green Streets policy should include (Attachment 2). Because of the lack of guidance, it appears that agencies have some latitude in developing a Green Streets policy that meets the intent of the MS4 permit.

The key conditions of the City's Green Streets policy are as follows:

- Applies to new construction or construction where impervious area is increased by a minimum of 10,000 square feet.
- Maintenance activities, surface treatments, repaving and reconstruction where the original line grade is maintained, and linear utility projects are exempted.
- The Commission recommends that transportation corridors be defined as streets classified in the City's General Plan as major arterial. In South Pasadena, that would only include Fair Oaks Avenue, Huntington Drive, and Atlantic Boulevard.
- The policy references US EPA's Managing Wet Weather with Green Infrastructure Municipal Handbook – Green Streets for design elements and BMPs.
- The Public Works Director shall evaluate and consider the technical and economic feasibility of any proposed Green Streets BMP on a project-by-project basis for functionality, practicality, feasibility, performance, cost, context, current technology, durability and maintenance.

### **Legal Review**

The City Attorney has reviewed the resolution.

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

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

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Green Streets Resolution  
May 20, 2015  
Page 3 of 3

Attachments:

1. Resolution
2. Final Order No. R4-2012-0175 Section VI.C.4.c.iv(2)
3. US EPA Managing Wet Weather with Green Infrastructure Municipal Handbook – Green Streets

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**ATTACHMENT 1**  
Resolution

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

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SOUTH PASADENA, CALIFORNIA,  
ADOPTING A GREEN STREETS POLICY**

**WHEREAS**, on November 8, 2012, the Los Angeles Regional Water Quality Control Board (Board) adopted Order No. R4-2012-0175 concerning waste discharge requirements for municipal separate storm sewer system (MS4) discharges within the coastal watersheds of Los Angeles County; and

**WHEREAS**, the City of South Pasadena (City) is a permittee under the Los Angeles County MS4 permit; and

**WHEREAS**, the City has previously submitted a letter of intent to the Board pledging commitment to participate in an enhanced watershed management program (EWMP) to meet the requirements of the MS4 permit; and

**WHEREAS**, permittees participating in an EWMP to satisfy the compliance requirements of the MS4 permit are required to demonstrate that there are Green Streets policies in place; and

**WHEREAS**, the establishment of a Green Streets policy is designed to improve the quality of stormwater and urban runoff through the implementation of infiltration, bio-treatment, and minimizing impervious areas.

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

**SECTION 1.** The City shall adopt the Green Streets policy attached hereto as Exhibit A.

**SECTION 2.** The Director of Public Works is authorized to review each project on a case-by-case basis to determine if it meets the criteria of Green Streets policy applicability.

**SECTION 3.** The Director of Public Works is authorized to evaluate and consider the technical and economic feasibility of any proposed Green Streets best management practice (BMP) on a project-by-project basis for functionality, practicality, feasibility, performance, cost, context, current technology, durability and maintenance.

**SECTION 4.** Routine maintenance including, but not limited to slurry seals, repaving, and reconstruction of the road or street where the original line and grade are maintained, are excluded from the Green Streets policy.

**SECTION 5.** 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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Evelyn G. Znemier, 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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Evelyn G. Zneimer, City Clerk  
(seal)

**EXHIBIT A**  
**City of South Pasadena Green Streets Policy**

Purpose

The City of South Pasadena Department of Public Works shall consider Green Streets best management practices (BMPs) for transportation corridors associated with new and reconstructed street and roadway projects that meet minimum thresholds. Transportation corridors shall be defined as those streets classified in the City's General Plan as major arterials. This policy is enacted to demonstrate compliance with the NPDES MS4 Permit for the Los Angeles Region (Order No. R4-2012-0175).

Green Streets are an amenity that provides many benefits including water quality improvement, groundwater replenishment, creation of attractive streetscapes, creation of parks and wildlife habitats, and pedestrian and bicycle accessibility. Green Streets are defined as public right-of-way areas that incorporate infiltration, biofiltration, and/or storage and use BMPs to collect, retain, or detain stormwater runoff as well as a design element that creates attractive streetscapes.

Policy

- A. Application. The Department of Public Works shall require new and reconstructed streets and roadway projects and CIP projects conducted within public right-of-way of transportation corridors which add or disturb at least 10,000 square feet of impervious surface to consider Green Streets BMPs to the maximum extent practicable and where economically feasible. Routine maintenance or repair and linear utility projects are excluded from these requirements. Routine maintenance includes slurry seals, repaving, and reconstruction of the road or street where the original line and grade are maintained.
- B. Amenities. The Department of Public Works shall consider opportunities to replenish groundwater, create attractive streetscapes, create parks and wildlife habitats, and provide pedestrian and bicycle accessibility through new development and redevelopment of streets and roadway projects and CIPs. BMPs shall be considered on a project-by-project basis based on factors such as their functionality, practicality, feasibility, performance, cost, context, current technology, durability and maintenance.
- C. Guidance. The Department of Public Works shall use the USEPA's *Managing Wet Weather with Green Infrastructure Municipal Handbook: Green Streets*<sup>1</sup> for BMP guidance purposes.

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<sup>1</sup> EPA-833-F-08-009, December 2008.

- D. Retrofit Scope. The Department of Public Works shall use the City's Enhanced Watershed Management Program to identify opportunities for Green Streets BMP retrofits. Final decisions regarding implementation will be determined by the Public Works Director based on the availability of adequate funding.
- E. Training. The Department of Public Works shall incorporate aspects of Green Streets into internal staff trainings.

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**ATTACHMENT 2**  
LA County NPDES Permit  
Final Order No. R4-2012-0175 Section VI.C.4.c.iv(2)

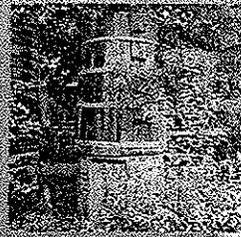
MS4 Discharges within the  
Coastal Watersheds of Los Angeles County

ORDER NO. R4-2012-0175  
NPDES NO. CAS004001

that specifies the use of green street strategies for transportation corridors within the Permittee's jurisdiction within 60 days of the effective date of the Order and have a draft policy within 6 months of the effective date of the Order.

- (3) Demonstrate in the notification of the intent to develop a Watershed Management Program that Parts VI.C.4.c.ii.(1) and (2) have been met.
- iii. For Permittees that elect not to implement the conditions under Part VI.C.4.c.i. or Part VI.C.4.c.ii., Permittees shall submit the draft Watershed Management Program no later than 12 months after the effective date of this Order.
  - iv. For Permittees that elect to collaborate on the development of an EWMP, Permittees shall submit the work plan for development of the EWMP no later than 18 months after the effective date of this Order, and shall submit the draft program no later than 30 months after the effective date of this Order if the following conditions are met in greater than 50% of the land area in the watershed:
    - (1) Demonstrate that there are LID ordinances in place and/or commence development of a Low Impact Development (LID) ordinance(s) meeting the requirements of this Order's Planning and Land Development Program within 60 days of the effective date of the Order and have a draft ordinance within 6 months of the effective date of the Order, and
    - (2) Demonstrate that there are green streets policies in place and/or commence development of a policy(ies) that specifies the use of green street strategies for transportation corridors within 60 days of the effective date of the Order and have a draft policy within 6 months of the effective date of the Order.
    - (3) Demonstrate in the notification of the intent to develop an EWMP that Parts VI.C.4.c.iv.(1) and (2) have been met in greater than 50% of the watershed area.
- d. Until the Watershed Management Program or EWMP is approved by the Regional Water Board or by the Executive Officer on behalf of the Regional Water Board, Permittees that elect to develop a Watershed Management Program or EWMP shall:
    - i. Continue to implement watershed control measures in their existing storm water management programs, including actions within each of the six categories of minimum control measures consistent with 40 CFR section 122.26(d)(2)(iv),

**ATTACHMENT 3**  
**US EPA Managing Wet Weather with Green  
Infrastructure Municipal Handbook – Green Streets**



MANAGING WET WEATHER WITH  
GREEN INFRASTRUCTURE

MUNICIPAL HANDBOOK

GREEN STREETS

# Managing Wet Weather with Green Infrastructure

## Municipal Handbook

### Green Streets

prepared by

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**Christopher Kloss**  
**Low Impact Development Center**

The Municipal Handbook is a series of documents to help local officials implement green infrastructure in their communities.

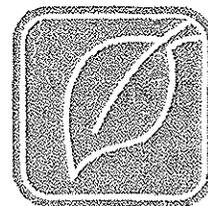
**December 2008**



EPA-833-F-08-009



**Front Cover Photos**  
Top: rain garden; permeable pavers; rain barrel;  
planter; tree boxes.  
Large photo: green alley in Chicago



## Green Streets

### Introduction

By design and function, urban areas are covered with impervious surfaces: roofs, roads, sidewalks, and parking lots. Although all contribute to stormwater runoff, the effects and necessary mitigation of the various types of surfaces can vary significantly. Of these, roads and travel surfaces present perhaps the largest urban pollution sources and also one of the greatest opportunities for green infrastructure use.

The Federal Highway Administration (FHA) estimates that more than 20% of U.S. roads are in urban areas.<sup>1</sup> Urban roads, along with sidewalks and parking lots, are estimated to constitute almost two-thirds of the total impervious cover and contribute a similar ratio of runoff.<sup>2</sup> While a significant source of runoff, roads are also a part of the infrastructure system, conveying stormwater along gutters to inlets and the buried pipe network. Effective road drainage, translated as moving stormwater into the conveyance system quickly, has been a design priority while opportunities for enhanced environmental management have been overlooked especially in the urban environment.

**Table 1. Examples of Stormwater Pollutants Typical of Roads.<sup>3,4</sup>**

Pollutant	Source	Effects
Trash	---	Physical damage to aquatic animals and fish, release of poisonous substances
Sediment/solids	Construction, unpaved areas	Increased turbidity, increased transport of soil bound pollutants, negative effects on aquatic organisms reproduction and function
Metals • Copper • Zinc • Lead • Arsenic	<ul style="list-style-type: none"> <li>• Vehicle brake pads</li> <li>• Vehicle tires, motor oil</li> <li>• Vehicle emissions and engines</li> <li>• Vehicle emissions, brake linings, automotive fluids</li> </ul>	Toxic to aquatic organisms and can accumulate in sediments and fish tissues
Organics associated with petroleum (e.g., PAHs)	Vehicle emissions, automotive fluids, gas stations	Toxic to aquatic organisms
Nutrients	Vehicle emissions, atmospheric deposition	Promotes eutrophication and depleted dissolved oxygen concentrations

The altered flow regime from traditional roadways, increased runoff volume, more frequent runoff events, and high runoff peak flows, are damaging to the environment and a risk to property downstream. These erosive flows in receiving streams will cause down cutting and channel shifting in some places and excessive sedimentation in others. The unnatural flow regime destroys stream habitat and disrupts aquatic systems.

Compounding the deliberate rapid conveyance of stormwater, roads also are prime collection sites for pollutants. Because roads are a component of the stormwater conveyance system, are impacted by atmospheric deposition, and exposed to vehicles, they collect a wide suite of pollutants and deliver them into the conveyance system and ultimately receiving streams (See Table 1). The metals, combustion by-products, and automotive fluids from vehicles can present a toxic mix that combines with the ubiquitous nutrients, trash, and suspended solids.

While other impervious surfaces can be replaced, for example using green roofs to decrease the amount of impervious roof surface, for the most part, impervious roads will, for some time to come, constitute a significant percentage of urban imperviousness because of their current widespread existence.

Reducing road widths and other strategies to limit the amount of impervious surface are critical, but truly addressing road runoff requires mitigating its effects.

**Green Streets** achieve multiple benefits, such as improved water quality and more livable communities, through the integration of stormwater treatment techniques which use natural processes and landscaping.

Roads present many opportunities for green infrastructure application. One principle of green infrastructure involves reducing and treating stormwater close to its source. Urban transportation right-of-ways integrated with green techniques are often called “green streets”. Green streets provide a source control for a main contributor of stormwater runoff and pollutant load. In addition, green infrastructure approaches complement street facility upgrades, street aesthetic improvements, and urban tree canopy efforts that also make use of the right-of-way and allow it to achieve multiple goals and benefits. Using the right-of-way for treatment also links green with gray infrastructure by making use of the engineered conveyance of roads and providing connections to conveyance systems when needed.

Green streets are beneficial for new road construction and retrofits. They can provide substantial economic benefits when used in transportation applications. Billions of dollars are spent annually on road construction and rehabilitation, with a large percentage focused on rehabilitation especially in urban areas. Coordinating green infrastructure installation with broader transportation improvements can significantly reduce the marginal cost of stormwater management by including it within larger infrastructure improvements. Also, and not unimportantly, right-of-way installations allow for easy public maintenance. A large municipal concern regarding green infrastructure use is maintenance; using roads and right-of-ways as locations for green infrastructure not only addresses a significant pollutant source, but also alleviates access and maintenance concerns by using public space.

In urban areas, roads present many opportunities for coordinated green infrastructure use. Some municipalities are capitalizing on the benefits gained by introducing green infrastructure in transportation applications. This paper will evaluate programs and policies that have been used to successfully integrate green infrastructure into roads and right-of-ways.

### **Green Street Designs**

Green streets can incorporate a wide variety of design elements including street trees, permeable pavements, bioretention, and swales. Although the design and appearance of green streets will vary, the functional goals are the same: provide source control of stormwater, limit its transport and pollutant conveyance to the collection system, restore predevelopment hydrology to the extent possible, and provide environmentally enhanced roads. Successful application of green techniques will encourage soil and vegetation contact and infiltration and retention of stormwater.

### **Alternative Street Designs (Street Widths)**

A green street design begins before any BMPs are considered. When building a new street or streets, the layout and street network must be planned to respect the existing hydrologic functions of the land (preserve wetlands, buffers, high-permeability soils, etc.) and to minimize the impervious area. If retrofitting or redeveloping a street, opportunities to eliminate unnecessary impervious area should be explored.

### **Implementation Hurdles**

Many urban and suburban streets, sized to meet code requirements for emergency service vehicles and provide a free flow of traffic, are oversized for their typical everyday functions. The Uniform Fire Code requires that streets have a *minimum 20 feet of unobstructed width*; a street with parking on both sides would require a width of at least 34 feet. In addition to stormwater concerns, wide streets have many detrimental implications on neighborhood livability, traffic conditions, and pedestrian safety.<sup>5</sup>

#### **Oregon State Code Granting Authority for Street Standards to Local Government**

ORS 92.044 - Local governments shall *supersede and prevail over any specifications and standards for roads and streets set forth in a uniform fire code adopted by the State Fire Marshal, a municipal fire department or a county firefighting agency...* Local governments shall consider the needs of the fire department or fire-fighting agency when adopting the final specifications and standards.

The Transportation Growth and Management Program of Oregon, through a Stakeholder Design Team, developed a guide for reducing street widths titled the *Neighborhood Street Design Guidelines*.<sup>6</sup> The document provides a helpful framework for cities to conduct an inclusive review of street design profiles with the goal of reducing widths. Solutions for accommodating emergency vehicles while minimizing street widths are described in the document. They include alternative street parking configurations, vehicle pullout space, connected street networks, prohibiting parking near intersections, and smaller block lengths.



**Figure 1. The street-side swale and adjacent porous concrete sidewalk are located in the High Point neighborhood of Seattle, WA**  
(Source: Abby Hall, US EPA).

In 1997, Oregon, which has adopted the *Uniform Fire Code*, specifically granted local government the authority to establish alternative street design standards but requires them to consult with fire departments before standards are adopted. Table 2 provides examples of alternative street widths allowed in U.S. jurisdictions.<sup>7</sup>

### **Swales**

Swales are vegetated open channels designed to accept sheet flow runoff and convey it in broad shallow flow. The intent of swales is to reduce stormwater volume through infiltration, improve water quality through vegetative and soil filtration, and reduce flow velocity by increasing channel roughness. In the simple roadside grassed form, they have been a common historical

component of road design. Additional benefit can be attained through more complex forms of swales, such as those with amended soils, bioretention soils, gravel storage areas, underdrains, weirs, and thick diverse vegetation.

### **Implementation Hurdles**

There is a common misconception of open channel drainage being at the bottom of a street development hierarchy in which curb and gutter are at the top. Seattle's Street Edge Alternative Project and other natural drainage swale pilot projects have demonstrated that urban swales not only mitigate stormwater impacts, but they can also enhance the urban environment.<sup>8</sup>

**Table 2. Examples of Alternative Street Widths**

Jurisdiction	Street Width	Parking Condition
Phoenix, AZ	28'	parking both sides
Santa Rosa, CA	30'	parking both sides, <1000ADT
	26'-28'	parking one side
	20'	no parking
	20'	neck downs @ intersection
Orlando, FL	28'	parking both sides, res. Lots<55' wide
	22'	parking both sides, res. Lots>55' wide
Birmingham, MI	26'	parking both sides
	20'	parking one side
Howard County, MD	24'	parking unregulated
Kirkland, WA	12'	alley
	20'	parking one side
	24'	parking both sides – low density only
	28'	parking both sides
Madison, WI	27'	parking both sides, <3DU/AC
	28'	parking both sides, 3-10 DU/AC

ADT: Average Daily Traffic

DU/AC: dwelling units per acre

**Bioretention Curb Extensions and Sidewalk Planters**

Bioretention is a versatile green street strategy. Bioretention features can be tree boxes taking runoff from the street, indistinguishable from conventional tree boxes. Bioretention features can also be attractive attention grabbing planter boxes or curb extensions. Many natural processes occur within bioretention cells: infiltration and storage reduces runoff volumes and attenuates peak flows; biological and chemical reactions occur in the mulch, soil matrix, and root zone; and stormwater is filtered through vegetation and soil.

**Implementation Hurdles**

A few municipal DOT programs have instituted green street requirements in roadway projects, but as of yet, specifications for street bioretention have not yet been incorporated into municipal DOT specifications. Many cities do have street bioretention pilot projects; two of the well documented programs are noted in the table. Several concerns and considerations have prevented standard implementation of bioretention by DOTs.



**Figure 2.** This bioretention area takes runoff from the street through a trench drain in the sidewalk as well as runoff from the sidewalk through curb cuts (Source: Abby Hall, US EPA).

**Table 3. Municipalities with Swale Specifications and Standard Details**

Municipality	Document	Section Title	Section #
City of Austin <sup>9</sup>	Standard Specifications and Standard Details	Grass-Lined Swale and Grass-Lined Swale with Stone Center	627S
City of Seattle <sup>10</sup>	2008 Standard Specifications for Municipal Construction	Natural Drainage Systems	7-21

**Table 4. Municipalities with Bioretention Pilot Projects in the Right-of-Way**

Municipality	Bioretention Type	Document
Maplewood, MN	Rain gardens	<i>Implementing Rainwater in Urban Stormwater Management</i> <sup>11</sup>
Portland, OR	<ul style="list-style-type: none"> <li>• Curb extensions</li> <li>• Planters</li> <li>• Rain gardens</li> </ul>	<i>2006 Stormwater Management Facility Monitoring Report</i> <sup>12</sup>

The diversity of shapes, sizes, and layouts bioretention can take is a significant obstacle to their incorporation with DOT specifications and standards. Street configurations, topography, soil conditions, and space availability are some of the factors that will influence the design of the bioretention facility. These variables make documentation of each new bioretention project all the more important. By building a menu of templates from local bioretention projects, future projects with similar conditions will be easier to implement and cost less to design. The documentation should include copies of the details and specifications for the materials used. A section on construction and operation issues, costs, lessons learned, and recommendations for similar designs should also be included in project documentation. Portland’s Bureau of Environmental Services has proven adept at documenting each of its Green Streets projects and making them accessible online.<sup>13</sup>

Utilities are a chief constraint to implementing bioretention as a retrofit in urban areas. The Prince George’s County, MD Bioretention Design Specifications and Criteria manual recommends applying the same clearance criteria recommended for storm drainage pipes.<sup>14</sup> Municipal design standards should specify the appropriate clearance from bioretention or allowable traversing.

**Prince George’s County, MD - 2.12.1.16 Utility Clearance**

Utility clearances that apply to storm drainage pipe and structure placement also apply to bioretention. Standard utility clearances for storm drainage pipes have been established at 1' vertical and 5' horizontal. However, bioretention systems are shallow, non-structural IMP's consisting of mostly plant and soil components, (often) with a flexible underdrain discharge pipe. For this reason, other utilities may traverse a bioretention facility without adverse impact. Conduits and other utility lines may cross through the facility but construction and maintenance operations must include safeguard provisions. In some instances, bioretention could be utilized where utility conflicts would make structural BMP applications impractical.

Plants are another common concern of municipal staff, whether it is maintenance, salt tolerance, or plant height with regard to safety and security. Cities actively implementing LID practices in public spaces maintain lists of plants which fit the vegetated stormwater management practice niche. These are plants that flourish in the regional climate conditions, are adapted to periodic flooding, are low maintenance, and, if in cold climates, salt tolerant. Most often these plants are natives, but sometimes an approved non-native will best fit necessary criteria. A municipal plant list should be periodically updated based on maintenance experience, and vegetation health surveys.

**Permeable Pavement**

Permeable pavement comes in four forms: permeable concrete, permeable asphalt, permeable interlocking concrete pavers, and grid pavers. Permeable concrete and asphalt are similar to their impervious counterparts but are open graded or have reduced fines and typically have a special binder added. Methods for pouring, setting, and curing these permeable pavements also differ from the impervious versions. The concrete and grid pavers are modular systems. Concrete pavers are installed with gaps between them that allow water to pass through to the base. Grid pavers are typically a durable plastic matrix that can be filled with gravel or vegetation. All of the permeable pavement systems have an aggregate base in common which provides structural support, runoff storage, and pollutant removal through filtering and adsorption. Aside from a rougher unfinished surface, permeable concrete and asphalt look very similar to their impervious versions. Permeable concrete and asphalt and certain permeable concrete pavers are ADA compliant.

### Implementation Hurdles

Of all the green streets practices, municipal DOTs have been arguably most cautious about implementing permeable pavements, though it should be noted that some DOTs have, for decades, specified open-graded asphalt for low use roadways because of lower cost; to minimize vehicle hydroplaning; and to reduce road noise. The reticence to implement on a large-scale, however, is understandable given the lack of predictability and experience behind impervious pavements. However, improved technology, new and ongoing research, and a growing number of pilot projects are dispelling common myths about permeable pavements.



**Figure 3. Pervious pavers used in the roadway of a neighborhood development in Wilsonville, OR**  
(Source: Abby Hall, US EPA).

The greatest concern among DOT staff seems to be a perceived lack of long-term performance and maintenance data. Universities and DOTs began experimenting with permeable pavements in parking lots, maintenance yards, and pedestrian areas as early as twenty years ago in the U.S., even earlier in Europe. There is now a wealth of data on permeable pavements successfully used for these purposes in nearly every climate region of the country. In recent years, the cities of Portland, OR, Seattle, WA, and Waterford, CT and several private developments have constructed permeable pavement pilots within the roadway with positive results.

The two typical maintenance activities are periodic sweeping and vacuuming. The City of Olympia, WA has experimented with several methods of clearing debris from permeable concrete sidewalks. Each of the methods was evaluated on the ease of use, debris removal, and the performance pace. The cost analysis by Olympia, WA found that the maintenance cost for pervious pavement was still lower than the traditional pavement when the cost of stormwater management was considered.

Permeable pavement concerns in the roadway often raise concerns of safety, maintenance, and durability. Municipalities can replace impervious surfaces in other non-critical areas such as sidewalks, alleys, and municipal parking lots. These types of applications help municipalities build experience and a market for the technology.

**Table 5. Municipalities with Permeable Pavement Specifications and Standard Details**

Municipality	Document	Section Title	Section #
Portland	2007 Standard Construction Specifications	Unit Pavers (includes permeable pavers)	00760
Olympia	WSDOT Specification	Pervious Concrete Sidewalks	8-30

Freeze/thaw and snow plows are the major concerns for permeable pavements in cold climate communities. However, these concerns have proven to be generally unwarranted when appropriate design and maintenance practices are employed. A well designed permeable pavement structure will always drain and never freeze solid. The air voids in the pavement allow plenty of space for moisture to freeze and ice crystals to expand. Also, rapid drainage through the pavement eliminates the occurrence of freezing puddles and black ice. Cold climate municipalities will need to make adjustments to snow plowing and deicing programs for permeable pavement areas. Snow plow blades must be raised enough to prevent scraping the surface of permeable pavements, particularly paver systems. Also, sand should not be applied.

**Table 6. A Study in Olympia, WA Comparison of the cost of permeable concrete sidewalks to the cost of traditional impervious sidewalks<sup>15</sup>**

Traditional Concrete Sidewalk		Permeable Concrete Sidewalk	
Construction Cost	Maintenance Cost	Construction Cost	Maintenance Cost
\$5,003,000*	\$156,000	\$2,615,000*	\$147,000
Total = \$5,159,000 \$101.16 per square yard		Total = \$2,762,000 \$54.16 per square yard	

\*The cost of stormwater management (stormwater pond) for the added impervious surface is factored into the significantly higher cost of constructing the traditional concrete sidewalk. Maintenance of the stormwater pond is also factored into the traditional concrete sidewalk maintenance cost.

### Sidewalk trees and tree boxes

From reducing the urban heat island effect and reducing stormwater runoff to improving the urban aesthetic and improving air quality, much is expected of street trees. Street trees are even good for the economy. Customers spend 12% more in shops on streets lined with trees than on those without trees.<sup>16</sup>

However, most often street trees are given very little space to grow in often inhospitable environments. The soil around street trees often becomes compacted during the construction of paved surfaces and minimized as underground utilities encroach on root space. If tree roots are surrounded by compacted soils or are deprived of air and water by impervious streets and sidewalks, their growth will be stunted, their health will decline, and their expected life span will be cut short.

By providing adequate soil volume and a good soil mixture, the benefits obtained from a street tree multiply. To obtain a healthy soil volume, trees can simply be provided larger tree boxes, or structural soils, root paths, or “silva cells” can be used under sidewalks or other paved areas to expand root zones. These allow tree roots the space they need to grow to full size. This increases the health of the tree and provides the benefits of a mature sized tree, such as shade and air quality benefits, sooner than a tree with confined root space.



**Figure 4. Trees planted at the same time but with different soil volumes, Washington DC**

(Source: Casey Trees)

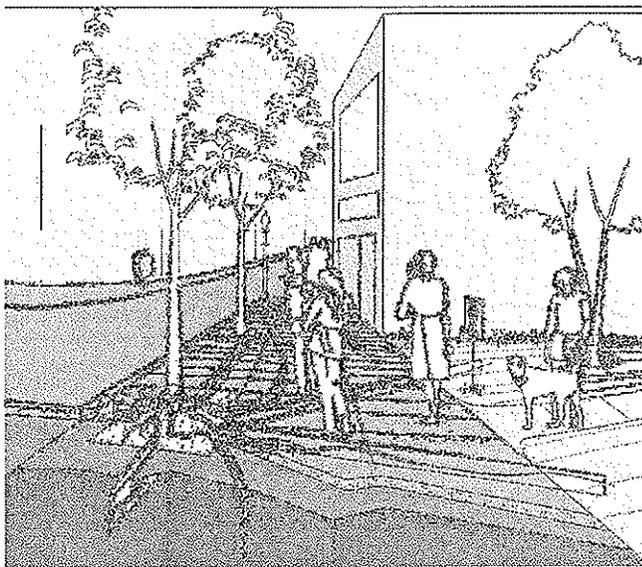
**Table 7. Healthy Tree Volume and Permeable Pavement Specifications and Standard Details**

Jurisdictions	Minimum Soil Volume	Section Title	Section #
Prince William County, VA	Large tree	970 cf	Design Construction Manual (Sec 800)
	Medium tree	750 cf	
	Small tree	500 cf	
Alexandria, VA		300 cf	Landscape Guidelines II.B. (2)

## Implementation Hurdles

Providing an adequate root volume for trees comes down to a trade off between space in the right-of-way and added construction costs. The least expensive way to obtain the volume needed for roots to grow to full size is providing adequate space unhindered by utilities or other encroachments. However, it is often hard to reserve space dedicated just to street trees in an urban right-of-way with so many other uses competing for the room they need. As a result, some creative solutions, though they cost more to install, have become useful alternatives in crowded subsurface space. Structural soils, root paths, and “silva cells” leave void space for roots and still allow sidewalks to be constructed near trees.

Root Paths can be used to increase tree root volume by connecting a small tree root volume with a larger subsurface volume nearby. A tunnel-like system extends from the tree underneath a sidewalk and connects to an open space on the other side.



**Figure 5. Root Paths direct tree roots under paving and into better soil areas for tree root growth**  
(Source: Arlington County, VA).

Silva Cells<sup>17</sup> are another option for supporting sidewalks near trees while still providing enough space for roots to grow. These plastic milk crate-like frames fit together and act as a supporting structure for a sidewalk while leaving room for uncompacted soil and roots inside the frame.

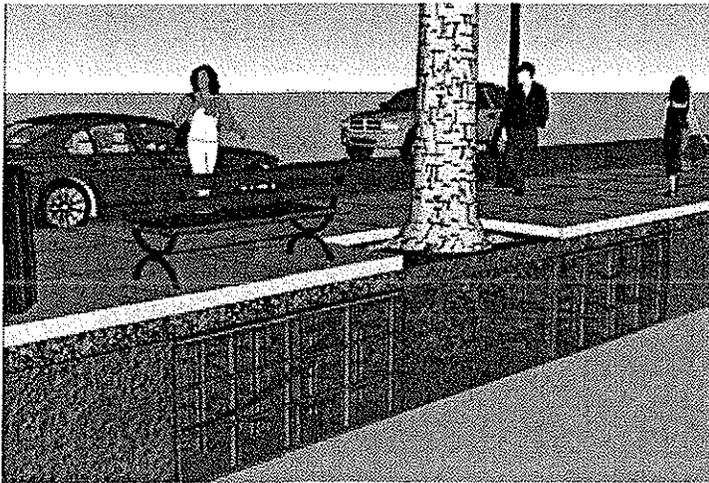
Permeable pavement sidewalks are another enhancement to the root space. They provide moisture and air to roots under sidewalks. Soils under permeable pavements can still become compacted. Structural soils<sup>18</sup> are a good companion tree planting practice to permeable pavement. When planting a tree in structural soils an adequate tree root volume is excavated and filled with a mix of stone and soil that still provides void space for healthy roots and allows for sidewalks, plazas or other paved surfaces to be constructed over them.

## Case Studies

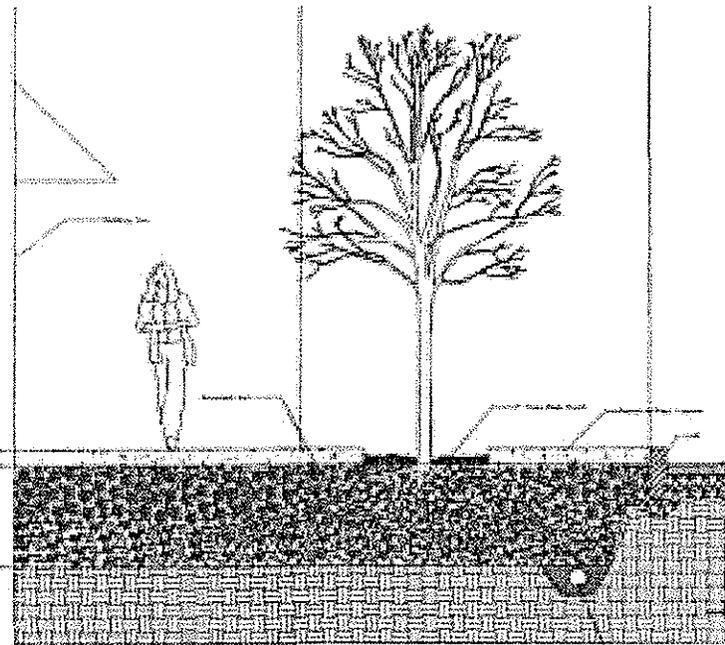
### Portland, OR: Green Street Pilot Projects

Portland, Oregon is a national leader in developing green infrastructure. Portland’s innovation in stormwater management was necessitated by the need to satisfy a Combined Sewer Overflow consent decree, Safe Drinking Water Act requirements, impending Total Maximum Daily Load limitations, Superfund cleanup measures and basement flooding. Through the 1990s, over 3 billion gallons of combined sewer overflow discharged to the Willamette River every year.<sup>19</sup> All of these factors plus leadership and local desires to create green solutions and industries compelled the city to implement green infrastructure as a complement to adding capacity to the sewer system with large pipe overflow interceptors. Despite gaps in long-term performance data, Portland took a proactive approach in implementing green infrastructure pilot projects.

Portland’s green infrastructure pilot projects have their roots in the city’s 2001 Sustainable Infrastructure Committee. The committee, consisting of representatives from Portland’s three infrastructure management Bureaus, documented the city’s ongoing efforts toward sustainable infrastructure, gathered research on green infrastructure projects from around the country, and identified opportunities for local pilots.<sup>20, 21, 22</sup>



**Figure 6. Silva cell structures support the sidewalk while providing root space for street trees**  
 (Source: Deep Root Partners, LP).



**Figure 7. Structural soils provide void space for root growth and load-bearing for sidewalk**  
 (Source: Urban Horticulture Institute, Cornell University).

One of the Bureau of Environmental Services' (BES) earliest green infrastructure retrofit projects within the right-of-way was a set of two stormwater curb extensions on NE Siskiyou Street. Portland had been retrofitting many streets with curb extensions for the purpose of pedestrian safety, but this was the first done for the purpose of treating street runoff. In a simulated 25-year storm event flow test, the curb extensions captured 85% of the runoff volume that would be discharged to the combined sewer system and reduced peak flow by 88%.<sup>23</sup>

Between 2003 and 2007, Portland designed and implemented a variety of Green Street pilots. Funding sources for these projects have come from BES, Portland Department of Transportation, U.S. EPA, and an Innovative Wet Weather Fund. BES combined funds with an EPA grant to create the Innovative Wet Weather Fund. In 2004, nearly \$3 million from the Innovative Wet Weather Fund was budgeted for a long list of projects from city green roofs, public-private projects, and a number of pilot projects within the right-of-way.<sup>24</sup> Several pilots have been cost competitive with or less costly than conventional upgrades. The Bureau recognizes that costs will decrease once these projects become more routine. Many of the pilot project costs included one time costs such as the development of outreach materials and standard drawings.



**Figure 8: NE Siskiyou Vegetated Curb Extensions**

*Source: City of Portland – Bureau of Environmental Services*

**Table 8. Portland, OR - Green Street Pilot Projects**

Location	Design	Year Completed	Cost
NE Siskiyou b/w NE 35 <sup>th</sup> Pl. and NE 36 <sup>th</sup> Ave	Stormwater curb extension	2003	\$20,000
3 blocks of the Westmoreland Neighborhood	Permeable Pavers in parking lanes and curb to curb	2004	\$412,000
SE Ankeny b/w SE 56 <sup>th</sup> and SE 57 <sup>th</sup> Ave.	Stormwater curb extensions	2004	\$11,946
NE Fremont b/w NE 131st and 132 <sup>nd</sup> Av	Stormwater curb extension	2005	\$20,400
SW 12 <sup>th</sup> Ave b/w SW Montgomery and Mill	Stormwater planters	2005	\$34,850
East Holladay Park	Pervious paver parking lot	2005	\$165,000
4 blocks of North Gay Avenue b/w N Wygant and N Sumner	Porous concrete in curb lanes and curb to curb; porous asphalt in curb lanes and curb to curb	2005	--
SW Texas	Stormwater wetlands and swales	2007	\$2.3 million
Division St. – New Seasons Market	Stormwater planters and swales	--	--
SE Tibbetts and SE 21 <sup>st</sup> Ave.	Stormwater curb extension and planters	--	--

*Source: Portland Bureau of Environmental Services, 2008  
<http://www.portlandonline.com/bes/index.cfm?c=44463&>*

Each of the pilot projects have been well documented by BES. A consistent format has been used to describe pilot background, features, engineering design, landscaping, project costs, maintenance, monitoring, and, most importantly, lessons learned. These case studies as well as other Green Street documentation can be found on BES's Sustainable Stormwater webpage, <http://www.portlandonline.com/BES/index.cfm?c=34598>. Due to physical factors (drainage, slope, soil, existing utilities, multiple uses) and development factors (retrofit, redevelopment, and new construction), there will be many variations on Green Streets. As part of the program, a continually updated Green Street Profile Notebook will catalog the successful green street projects. Users can use the Notebook for permitting guidance, to identify green streets facilities appropriate for various factors, but the document is not a technical document with standard details.

**The Green Streets Team**

The City of Portland, OR is widely acknowledged for long term, forward thinking, and comprehensive transportation and environmental planning. Portland recognized the fact that 66% of the City’s total runoff is collected from streets and the right-of-way.<sup>25</sup> The city also saw the potential for transportation corridors to meet multiple objectives, including:

- Comprehensively address numerous City goals for neighborhood livability, sustainable development, increased green spaces, stormwater management, and groundwater protection;
- Integrate infrastructure functions by creating “linear parks” along streets that provide both pedestrian/bike areas and stormwater management;
- Avoid the key impacts of unmanaged stormwater whereby surface waterbodies are degraded, and water quality suffers;
- Manage stormwater with investments citizens can support, participate in, and see;
- Manage stormwater as a resource, rather than a waste;
- Protect pipe infrastructure investments (extend the life of pipe infrastructure, limit the additional demand on the combined sewer system as development occurs);
- Protect wellhead areas by managing stormwater on the surface; and
- Provide increased neighborhood amenities and value.

In a two phased process from 2005 to 2007, the Green Streets Team, a cross agency and interdisciplinary team, developed a comprehensive green streets policy and a way forward for the green streets agenda. Phase 1 identified challenges and issues and began a process for addressing them. Barriers to the public initiation of green street projects included a code and standards that would disallow or discourage green street strategies, long term performance unknowns, and maintenance responsibilities. To address these barriers, the Green Streets Team organized into subgroups focusing on outreach, technical guidance, infrastructure, maintenance, and resources.

Phase 2 of the Green Streets project synthesized the opportunities and solutions identified in Phase 1 into a citywide Green Streets Program. The first priority for this phase was the drafting of a binding citywide policy. The resolution was adopted by the Portland City Council in March 2007.

**Prior to the start of the Portland effort, 90% of implemented green street projects were issued by private permits rather than city initiated projects.**

<b>Six Approaches to Implementing Green Streets</b>	
<b>Pathway</b>	<b>Implementation</b>
City-initiated street improvement projects	City designs, manages, maintains
City-initiated stormwater retrofits	City designs, manages, maintains
Neighborhood-initiated LIDs	
Developer-initiated subdivisions with public streets	Developer designs and builds via City permit and review process, then turns over new right of way to the City after warranty period
Developer-initiated subdivisions with private streets	Developer designs and builds via City permit and review process, and turns over to home-owner association
Developer-related initiated frontage improvements on existing public streets	Developer designs and builds new sidewalks and curbs via City permit and review process, usually because the City required it via a building permit or via a land division

*Source: Portland Green Streets, Phase 1*

### Portland City Council Approved Green Streets Policy

Goal: City of Portland will promote and incorporate the use of green street facilities in public and private development.

City elected officials and staff will:

#### 1. Infrastructure Projects in the Right of Way:

- a. Incorporate green street facilities into all City of Portland funded development, redevelopment or enhancement projects as required by the City's September 2004 (or updated) Stormwater Management Manual. Maintain these facilities according to the May 2006 (or updated) Green Streets Maintenance Policy.

If a green street facility (infiltrating or flow through) is not incorporated into the Infrastructure Project, or only partial management is achieved, then an off site project or off site management fee will be required.

- b. Any City of Portland funded development, redevelopment or enhancement project, that does not trigger the Stormwater Manual but requires a street opening permit or occurs in the right of way, shall pay into a "% for Green" Street fund. The amount shall be 1% of the construction costs for the project.

*Exceptions: Emergency maintenance and repair projects, repair and replacement of sidewalks and driveways, pedestrian and trail replacement, tree planting, utility pole installation, street light poles, traffic, signal poles, traffic control signs, fire hydrants, where this use of funds would violate contracted or legal restrictions.*

#### 2. Project Planning and Design:

- a. Foster communication and coordination among City Bureaus to encourage consideration of watershed health and improved water quality through use of green street facilities as part of planning and design of Bureau projects.
- b. Coordinate Bureau work programs and projects to implement Green Streets as an integrated aspect of City infrastructure.
- c. Plan for large-scale use of Green Streets as a means of better connecting neighborhoods, better use of the right of way, and enhancing neighborhood livability.
- d. Strive to develop new and innovative means to cost-effectively construct new green street facilities.
- e. Develop standards and incentives (such as financial and technical resources, or facilitated permit review) for Green Streets projects that can be permitted and implemented by the private sector. These standards and incentives should be designed to encourage incorporation of green street facilities into private development, redevelopment and enhancement projects.

#### 3. Project and Program Funding:

- a. Seek opportunities to leverage the work and associated funding of projects in the same geographic areas across Bureaus to create Green Street opportunities.
- b. Develop a predictable and sustainable means of funding implementation and maintenance of Green Street projects.

#### 4. Outreach:

- a. Educate citizens, businesses, and the development community/industry about Green Streets and how they can serve as urban greenways to enhance, improve, and connect neighborhoods to encourage their support, demand and funding for these projects.
- b. Establish standard maintenance techniques and monitoring protocols for green street facilities across bureaus, and across groups within bureaus.

#### 5. Project Evaluation:

- a. Conduct ongoing monitoring of green street facilities to evaluate facility effectiveness as well as performance in meeting multiple City objectives for:
  - Gallons managed;
  - Projects distributed geographically by watershed and by neighborhood; and

The second priority for Phase 2 was developing communication and planning procedures for incorporating multi-bureaus plans into the scheduled Portland DOT Capital Improvement Program (CIP). Three timeframes for green street project planning were recommended. In the short term, the CIP Planning Group, backed by the citywide policy directive, will shift to a focus on "identifying and evaluating opportunities to partner." For example, coordinating Water Bureau and BES pipe replacement

projects with DOT maintenance, repair, and improvement projects. The mid-term approach is more proactive and involves forecasting potential green street projects using existing bureau data and GIS tools. As for the long term, green street objectives will be incorporated into the citywide systems plan which guides city bureaus for the next 20 years.

The Green Street Team methodology propelled Portland's early green street pilot projects into a comprehensive, citywide multi-bureau program. The program built on previous efforts by the Sustainable Infrastructure Committee as well as other efforts such as the 2005 Portland Watershed Management Plan, established a City Council mandated policy, and institutionalized green street development. The outcome of this approach is multi-agency buy-in and responsibility for the effort. For instance, because of their knowledge of plant maintenance, Portland Parks and Recreation is responsible for the maintenance of some DOT installations.

### **Chicago, IL: Green Alleys Program**

The City of Chicago, Illinois has an alley system that is perhaps the largest in the world. These 13,000 publicly owned alleys result in 1,900 miles, or 3,500 acres, of impermeable surfaces in addition to the street network. Because the alley system was not originally paved, there are no sewer connections as part of the original design. Over time the alleys were paved and flooding in garages and basements began to occur as a result of unmanaged stormwater runoff. Since the city already spends \$50 million each year to clean and upgrade 4,400 miles of sewer lines and 340,000 related structures, the preferred solution to the flooded alleys is one that doesn't put more stress on an already overburdened and expensive sewer system.<sup>26</sup>

In 2003, the Chicago Department of Transportation (CDOT) used permeable pavers and French drain pilot applications to remedy localized flooding problems in alleys in the 48<sup>th</sup> Ward.<sup>27</sup> These applications proved to be successful and by 2006, CDOT launched its Green Alley Program with the release of the Chicago Green Alley Handbook (Handbook).<sup>28</sup>

The Chicago Green Alley Program is unique because it marries green infrastructure practices in the public right-of-way with green infrastructure efforts on private property. The user-friendly Handbook, which describes both facets of the program including the design techniques and their benefits, is an award winning document. The American Society of Landscape Architects awarded the creators of the Handbook the 2007 Communications Honor Award for the clear graphics and simple, yet effective, message.<sup>29</sup> The Handbook explains to the residents why green infrastructure is important, how to be good stewards of the Green Alley in their neighborhood, and what sorts of "green" practices they can implement on their property to reduce waste, save water, and help manage stormwater wisely.

While the initial impetus behind the Green Alley Program was stormwater management, Chicago decided to use this opportunity to address other environmental concerns as well as reducing the urban heat island effect, recycling, energy conservation, and light pollution.

#### ***Green Infrastructure in the Right-of-Way***

Chicago's Green Alley Program uses the following five techniques in the public right-of-way to "green" the alley:

1. Changing the grade of the alley to drain to the street rather than pond water in the alley or drain toward garages or private property.
2. Using permeable pavement that allows water to percolate into the ground rather than pond on the surface.
3. Using light colored paving material that reflects sunlight rather than adsorbing it, reducing urban heat island effect.

4. Incorporating recycled materials into the pavement mix to reduce the need for virgin materials and reduce the amount of waste going into the landfill.
5. Using energy efficient light fixtures that focus light downward, reducing light pollution.

Four design approaches were created using these techniques. Based on the local conditions, the most appropriate approach is selected. In areas where soils are well-draining, permeable pavement is used. In areas where buildings come right up to the edge of pavement and infiltrated water could threaten foundations, impermeable pavement strips are used on the outside with a permeable pavement strip down the middle. In areas where soils do not provide much infiltration capacity, the alley is regraded to drain properly and impermeable pavement made with recycled materials is used. Another approach utilizes an infiltration trench down the middle of the alley. Light colored (high albedo) pavement, recycled materials, and energy efficient, glare reducing lights are a part of each design approach.



**Figure 9: Permeable Asphalt Installation Using Ground Tire Rubber.**

*Source: Chicago Department of Transportation, Sustainable Development Initiatives; Streetscape and Urban Design Program, CDOT Division of Project Development.*

### ***Green Infrastructure on Private Property***

The Handbook also describes actions that property owners can take to “green” their own piece of Chicago. The Handbook describes the costs, benefits, and utility of the following practices:

- Recycling;
- Composting;
- Planting a tree;
- Using native landscape vegetation;
- Constructing a rain garden;
- Installing a rain barrel;
- Using permeable pavement for patios;
- Installing energy efficient lighting; and
- Utilizing natural detention.

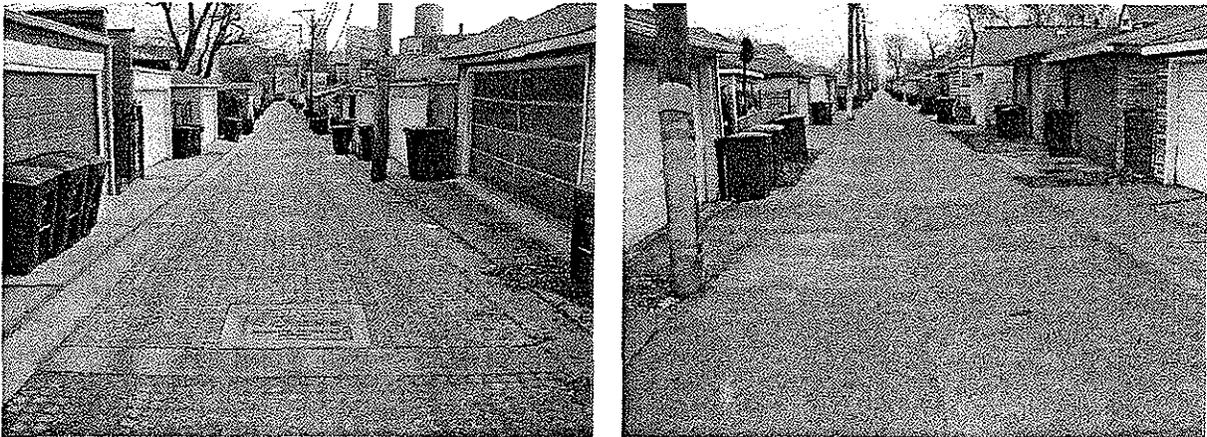
By bringing this wide range of “green” practices to the attention of homeowners, the positive impacts of the Green Alley Program spread beyond the boundaries of the right-of-way, increasing awareness and providing practical resources to help community members be a part of the solution.

### ***Chicago Green Alley Cost Considerations***

When the program began in 2006, repaving the alleys with impermeable pavement ranged in cost from \$120,000 to \$150,000, whereas a total Green Alley reconstruction was more along the lines of \$200,000 to \$250,000.<sup>30</sup> While less expensive conventional rehabilitation options may seem more attractive, they don’t provide a solution to the localized flooding issues or the combined sewer system overflow problems. Sewer system connections could be established to solve the localized flooding problem, but it would add to the already overburdened sewer system and increase the cost of the reconstruction to that of the impermeable alley option. Consequently, the higher priced Green Alley option proved to be the best investment as it has multiple benefits in addition to solving localized flooding and reducing flow into the combined sewer system. The additional benefits of the Green Alley Program include not only urban heat

island effect reduction, material recycling, energy conservation, and light pollution reduction, but also the creation of a new market.

In 2006, when the Green Alley Program began, the city paid about \$145 per cubic yard of permeable concrete. Just one year later, the cost of permeable concrete had dropped to only \$45 per cubic yard. Compared with the cost of ordinary concrete, \$50 per cubic yard, permeable concrete may have seemed like an infeasible option in the past to customers wanting to purchase concrete.<sup>31</sup> After the city's initial investment in the local permeable concrete market, the product cost has come down making permeable concrete a more affordable option for other consumers besides the city. This has resulted in an increased application of permeable concrete throughout the region.



**Figure 10: Permeable Pavers and Permeable Concrete Chicago Alleys**  
(Source: Abby Hall, US EPA)

The success of the Chicago Green Alley Program is evident. Not only are the alleys been “greened” as a result of the program, the surrounding properties and even the surrounding neighborhoods are experiencing the positive impacts of the program’s implementation.

### **Conclusions and Recommendations**

Incorporating green streets as a feature of urban stormwater management requires matching road function with environmental performance. Enhancing roads with green elements can improve their primary function as a transportation corridor while simultaneously mitigating their negative environmental impacts. In theory and practice many municipalities are not far removed from dedicated green streets programs. Street tree and other greenscaping programs are often identified and promoted along urban transportation corridors. Adapting them to become fully functional green streets requires minor design modifications and an evaluation of how to maximize the benefits of environmental systems.

Portland’s green streets program demonstrates how common road and right-of-way elements (e.g., traffic calming curb extensions, tree boxes) can be modified and optimized to provide stormwater management in addition to other benefits. The curb cuts and design variations to allow runoff to enter the vegetated areas are subtle changes with a significant impact and demonstrate how stormwater can be managed successfully at the source. One of the biggest successes of the program was reassessing common design features and realizing that environmental performance can be improved by integrating stormwater management.

Where Portland used vegetation, Chicago’s Green Alley Program similarly demonstrates that hardscape elements can be an integral part of a greening program. By incorporating permeable pavements that simulate natural infiltration, Chicago enhances the necessary transportation function of alleys while enhancing infrastructure and environmental management. Portland also contrasts the “soft” and “hard”

elements of green streets by using both permeable pavements and vegetated elements. The green options available demonstrate the flexibility of green infrastructure to satisfy road function and environmental objectives and highlight why transportation corridors are well suited for green infrastructure.

**Elements necessary for a successful green streets program:**

- **Pilot projects are critical.** The most successful municipal green street programs to date all began with well documented and monitored pilot projects. These projects have often been at least partially grant funded and receive the participation of locally active watershed groups working with the city infrastructure programs. The pilot projects are necessary to demonstrate that green streets can work in the local environment, can be relied upon, and fit with existing infrastructure. Pilot projects will help to dispel myths and resolve concerns.
- **Leadership in sustainability from the top.** The cities with the strongest green streets programs are those with mayors and city councils that have fully bought into sustainable infrastructure. Council passed green policies and mayoral sustainability mandates or mission statements are needed to institutionalize green street approaches and bring it beyond the token green project.
- **Buy-in from all municipal infrastructure departments.** By their nature, green streets cross many municipal programs. Green street practices impact stormwater management, street design, underground utilities, public lighting, green space planning, public work maintenance, and budgeting. When developing green streets, all of the relevant agencies must be represented. Also, coordination between the agencies on project planning is important for keeping green infrastructure construction costs low. Superior green street design at less cost occurs when sewer and water line replacement projects can be done in tandem with street redevelopment. These types of coordination efforts must happen at the long-term planning stage.
- **Documentation.** Green street projects need to be documented on two levels, the design and construction level and on a citywide tracking level. Due to the different street types and siting conditions, green street designs will take on many variations. By documenting the costs, construction, and design, the costs of similar future projects can be minimized and construction or design problems can be avoided or addressed. Tracking green street practices across the city is crucial for managing maintenance and quantifying aggregate benefits.
- **Public outreach.** Traditional pollution prevention outreach goes hand in hand with green street programs. Properly disposing of litter, yard waste, and hazardous chemicals and appropriately applying yard chemicals will help prolong the life of green street practices. An information campaign should also give the public an understanding of how green infrastructure works and the benefits and trade offs. In many cases, remedial maintenance of green street practices will be performed by neighboring property owners; they need to know how to maintain the practices to keep them performing optimally.

As public spaces, roads are prime candidates for green infrastructure improvements. In addition to enabling legislation, and technical guidance, developing a green streets program requires an institutional re-evaluation of how right-of-ways are most effectively managed. This process typically includes:

- Assessing the necessary function of the road and selecting the minimum required street width to reduce impervious cover;
- Enhancing streetscaping elements to manage stormwater and exploring opportunities to integrate stormwater management into roadway design; and
- Integrating transportation and environmental planning to capitalize on economic benefits.

The use of green streets offers the capability of transforming a significant stormwater and pollutant source into an innovative treatment system. Green streets optimize the performance of public space easing maintenance concerns and allowing municipalities to coordinate the progression and implementation of stormwater control efforts. In addition, green streets optimize the performance of both the transportation and water infrastructure. Effectively incorporating green techniques into the transportation network provides significant opportunity to decrease infrastructure demands and pollutant transport.

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<sup>2</sup> Lance Frazer, *Paving Paradise: The Peril of Impervious Cover*, Environmental Health Perspectives, Volume 113, Number 7, July 2005.

<sup>3</sup> See note 1.

<sup>4</sup> *Pollutants Commonly Found in Stormwater Runoff*, <http://www.stormwaterauthority.org/pollutants/default.aspx> (accessed July 2008).

<sup>5</sup> Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities: <http://www.ite.org/css/> (Ch. 6, pages. 65-87)

<sup>6</sup> *Neighborhood Street Design Guidelines*, prepared by Neighborhood Streets Project Stakeholders. November 2000 <http://www.oregon.gov/LCD/docs/publications/neighborstreet.pdf> (accessed June 2008)

<sup>7</sup> *Narrow Streets Database*, <http://www.sonic.net/abcaia/narrow.htm> (accessed July 2008).

<sup>8</sup> City of Seattle. Street Edge Alternatives Project [http://www.ci.seattle.wa.us/util/About SPU/Drainage & Sewer System/Natural Drainage Systems/Street Edge Alternatives/index.asp](http://www.ci.seattle.wa.us/util/About%20SPU/Drainage%20&%20Sewer%20System/Natural%20Drainage%20Systems/Street%20Edge%20Alternatives/index.asp)

<sup>9</sup> City of Austin, Engineering Services Division. Standard Specifications and Details Website: <http://www.ci.austin.tx.us/sd2/>

<sup>10</sup> See note 9

<sup>11</sup> *Implementing Rainwater in Urban Stormwater Management* [http://www.ci.maplewood.mn.us/index.asp?Type=B\\_BASIC&SEC=%7BF2C03470-D6B5-4572-98F0-F79819643C2A%7D](http://www.ci.maplewood.mn.us/index.asp?Type=B_BASIC&SEC=%7BF2C03470-D6B5-4572-98F0-F79819643C2A%7D) (accessed July 2008).

<sup>12</sup> 2006 Stormwater Management Facilities Monitoring Report <http://www.portlandonline.com/bes/index.cfm?c=36055> (accessed July 2008).

<sup>13</sup> City of Portland. Green Streets website. <https://www.sustainableportland.org/BES/index.cfm?c=44407> (last accessed July, 2008).

<sup>14</sup> Prince George's County, MD. *Bioretention Design Specifications and Criteria*. [http://www.co.pg.md.us/Government/AgencyIndex/DER/ESD/Bioretention/pdf/bioretention design manual.pdf](http://www.co.pg.md.us/Government/AgencyIndex/DER/ESD/Bioretention/pdf/bioretention%20design%20manual.pdf) (accessed July 2008).

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<sup>16</sup> The Case for Trees, Casey Trees, Washington, D.C.: <http://www.caseytrees.org/resources/casefortrees.html#EconGrowth>

<sup>17</sup> Deep Root, LLC. <http://www.deeproot.com>

<sup>18</sup> Cornell University, Urban Horticulture Institute. <http://www.hort.cornell.edu/UHI/>

<sup>19</sup> City of Portland Bureau of Environmental Services, *CSO Program*, <http://www.portlandonline.com/BES/index.cfm?c=31030>. (accessed July 2008).

<sup>20</sup> City of Portland Sustainable Infrastructure Committee, *Sustainable Infrastructure Report*. December 2001. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82893> (last accessed July, 2008).

<sup>21</sup> City of Portland Sustainable Infrastructure Subcommittee, *Sustainable Infrastructure: Alternative Paving Materials*. Oct. 2003. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82898>, (accessed July 2008).

<sup>22</sup> City of Portland Sustainable Infrastructure Subcommittee, *Sustainable Infrastructure: Streetscape Task Force*. Nov. 2003. <http://www.portlandonline.com/shared/cfm/image.cfm?id=82897>, (accessed July 2008).

<sup>23</sup> City of Portland Bureau of Environmental Services, *Flow Test Report: Siskiyou Curb Extension*. August 4, 2004. <http://www.portlandonline.com/shared/cfm/image.cfm?id=63097> (accessed July 2008).

<sup>24</sup> City of Portland Bureau of Environmental Services, *Environmental Assessment: Innovative Wet Weather Program*, April 2004.

<sup>25</sup> Portland Stormwater Advisory Committee, 2004.

<sup>26</sup> Chicago Department of Transportation, Sustainable Development Initiatives; Streetscape and Urban Design Program, CDOT Division of Project Development: [http://www.railvolution.com/rv2006\\_pdfs/rv2006\\_217c.pdf](http://www.railvolution.com/rv2006_pdfs/rv2006_217c.pdf)

<sup>27</sup> 48<sup>th</sup> Ward Green Initiatives: <http://www.masmith48.org/greeninitiatives/greeninitiatives.html>

<sup>28</sup> The Chicago Green Alley Handbook, Chicago Department of Transportation: [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/GreenAlleyHandbook.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/GreenAlleyHandbook.pdf)

<sup>29</sup> American Society of Landscape Architects, 2007 Professional Awards: [http://www.asla.org/awards/2007/07winners/212\\_hdg.html](http://www.asla.org/awards/2007/07winners/212_hdg.html)

<sup>30</sup> DeJong, Aaron, A Pilot Project Takes Off, Sustainable Urban Redevelopment: [http://www.surmag.com/index.php?option=com\\_content&task=view&id=10&Itemid=2](http://www.surmag.com/index.php?option=com_content&task=view&id=10&Itemid=2)

<sup>31</sup> Saulny, Susan, In Miles of Alleys, Chicago Finds it's Next Environmental Frontier, *New York Times* November 26, 2007.

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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 20, 2015  
TO: Honorable Mayor and City Council  
FROM: Sergio Gonzalez, City Manager   
SUBJECT: **Direction Regarding Proposed Budget Expenditures for Fiscal Year 2015-16**

## **Recommendation**

It is recommended that the City Council provide direction regarding supplemental and capital outlay requests, street improvement program, designated reserve funds, and undesignated reserve levels for Fiscal Year (FY) 2015-16.

## **Fiscal Impact**

General Fund (GF) revenues for FY 2015-16 are estimated at \$24,729,917. GF expenditures for city operations in FY 2015-16 are projected to be \$22,135,420. City Council actions will have a variety of impacts on the City's annual budget and reserve levels.

## **Commission Review and Recommendation**

Each city Board and Commission provided input at different stages. Including, discussions during commission meetings, through participation in the "Citizens' Forum" held on February 7, 2015, input at the Strategic Planning meeting held by the City Council on February 21, 2015, and the recent budget study session held on April 29, 2015.

## **Background**

On April 29, 2015, the City Council held a study session to review estimated revenues and expenditures, supplemental requests and street improvement program. The City Council reviewed proposed operational budgets, capital outlay requests and street improvement program recommendations. The City Council directed staff to prepare a proposed budget based on discussions during the study session.

## **Analysis**

At the April 29, 2015 budget study session, staff provided City Council with a list of supplemental requests and preliminary budget for the street improvement program. In addition, staff recommended funding for facility improvements, equipment replacement and special projects. Staff also updated Council on potential short-term and long-term liabilities: The costs for employee pensions continue to be a significant concern with a projected 97% increase in the employers' contribution in the next five years for classic safety employees and 45% increase for classic miscellaneous employees. The dramatic increase is due to the recalculation of the

Unfunded Actuarial Liability for participating agencies. Another challenge is funding and implementing a replacement schedule for city vehicles and equipment, including information technology systems. Lastly, projections for years three to five (FY 2018-2020) of the cash-flow model indicate that there will be a need to augment the street improvement program with special revenues funds.

Summary of Funds Available and Recommended Expenditures for Discussion and Direction:

FY 2015-2016 – General Fund Operations

Anticipated Revenues	\$24,729,917	
General Operations	\$22,135,420	Funding for city operations; majority of department increases due to increase in personnel costs related to labor agreements and PERS
Operating Balance	\$2,594,497	Anticipated fund balance
Street Improvements	\$2,000,000	Approximately \$2,888,000 in street and sidewalk projects identified by Public Works
Supplemental Requests	\$408,500	Projects identified through community surveys, input from Commissions, the Citizens' Forum, the Strategic Planning Meeting, as well as facility and operational needs identified by City Staff
	\$185,997	Fund balance available

FY 2015-2016 – Capital Outlay and Supplemental Requests

Dept.	Supplemental Requests	GF
CS	Exterior Painting of the Meridian Iron Works Museum	\$72,000
CS	4 HVAC Unit Replacement - War Memorial Building	\$36,000
CS	Replacement of 7 Bleachers at Orange Grove Park	\$7,500
Fire	Safety Gear - Turn Outs	\$12,000
Fire	Cardiac Monitor/ Defibrillator Replacement	\$82,000
Library	Re-grading of Library Park to Prevent Flooding	\$8,000
Library	Lighting for ADA Ramp	\$6,000
Library	Improve Storm Drain by Back Door	\$10,000
Library	Community Room Sound/AV System (\$25K trust funds, pending LBT approval)	\$50,000
Planning	General Plan/ Mission Street Specific Plan Update (establish Reserve Fund)	\$125,000
	TOTAL	\$408,500

FY 2015-2016 – Street Improvement Program

The City recently updated its Citywide Pavement Management Program (PMP) to objectively update the pavement condition index (PCI) rating of all City-owned streets. The PMP, based on a suggested budget, generates a recommended work program identifying specific streets and specific treatments for those streets. In developing the recommended work program, the PMP looks to maximize the City’s overall PCI scores and minimize future backlog costs. The recommended work program was presented to the Public Works Commission at its meeting of April 15, 2015. The Commission recommended approving the work program developed by the PMP in its entirety to the City Council.

Staff has proposed a Capital Improvement Program (CIP) totaling \$2,888,000, which includes the following funding sources: \$2,000,000 from General Funds; \$100,000 from the Sidewalk Improvement Designated Reserve Fund, \$292,000 from Measure R Fund (annual allotment), and \$496,000 Measure R Fund Balance.

Project	PCI	Estimated Cost
Camino Lindo (Flores de Oro to Alpha Ave.)	47	\$61,000
El Centro St. (Orange Grove Ave. to Meridian Ave.)	40	\$470,000*
Fletcher Ave. (Huntington Dr. to Alhambra Rd.)	37	\$801,000*
Maple St. (Primrose Ave. to Stratford Ave.)	51	\$55,000
Milan Ave. (Monterey Rd. to Edgewood Dr.)	64	\$33,000
Monterey Rd. (w. City limit to Arroyo Verde Rd.)	40	\$538,000*
Valley View Ave. (Berkshire Ave. to Meridian Ave.)	50	\$49,000
Cape and Slurry Seal for various streets throughout City		\$193,000
Monterey Rd. (Indiana Ave. to Orange Grove Ave.)	11	\$496,000* Measure R fund balance
<i>*Cost does not include any utility improvements, which will be paid out of enterprise funds.</i>		

Project	Estimated Cost	Funding Source
CNG Station Compressor	\$60,000	Prop C
HSIP Flashing Crosswalks (3) - local match	\$20,000	Prop C
Garfield Ave. Bus Stop Relocation	\$30,000	Prop C
Arroyo Dr. Traffic Calming Study	\$10,000	GF - PW Budget
Annual Tree Replacements	\$75,000	GF Designated Reserves
Annual Sidewalk Replacements	\$100,000	GF Designated Reserves
	\$92,000	Measure R
CDBG Sidewalks (Buena Vista, Prospect Circle)	\$102,767	CDBG

Projects proposed by PW Commission		
Monterey Rd/Via Del Rey Signal Improvements	\$20,000	General Fund
Monterey Rd. Median Modifications	\$150,000	Measure R
Monterey Rd /Orange Grove Traffic Signal	\$400,000*	HSIP *staff will be applying for grant funding

FY 2015-2016 – Special Funds

Special funds account for the proceeds of specific revenue sources (i.e. taxes, licenses and fees) and are restricted by law or administrative action to expenditures for specified purposes. Proposed expenditures from these funds are budgeted by departments for personnel and operational costs, i.e. Proposition A and C are used to fund transit staff and programming, including equipment and vehicles. Additional expenditures are proposed from these funds for FY 2015-16, including:

- Proposition A funds for purchase of Transit Software and Transit vehicle (\$130,000).
- Proposition C funds for CNG station compressor (\$60,000).
- Sewer Tax funds for CNG Sewer Camera Van (\$200,000)
- Gas Tax funds for Public Works vehicles (\$160,000).
- Park Impact Fee funds for Dog Park and pocket park (\$220,000).
- Measure R funds to supplement street and sidewalk projects (\$788,000).
- Business Improvement Tax fund annual allotment to Chamber of Commerce (\$120,500) Chamber request for FY 2015-16 is \$135,500 (proposal attached).
- Facilities and Equipment Replacement funds (which include \$500,000 transfer from Water Fund Reserve and \$150,000 from undesignated reserves) for the purchase of a Fire Ambulance and 2 Police vehicles; additionally, earmark \$65,000 of remaining balance for Fire Engine and commit to allocating \$100,000 annually to replenish the fund.

	Current Balance	Anticipated 15/16 Revenues or transfers	Proposed 15/16 Expenditures	Balance
Facilities & Equipment	\$432,000	\$650,000 <i>transfer</i>	\$618,000	\$464,000
Park Impact Fee	\$370,000	\$30,000	\$220,000	\$180,000
Prop A	\$482,000	\$492,000	\$418,000	\$556,000
Prop C	\$294,000	\$391,000	\$427,000	\$258,000
Measure R	\$641,000	\$295,000	\$788,000 street/sidewalk	\$148,000
Sewer Tax	\$581,000	\$1,307,000	\$1,032,000	\$856,000
Gas Tax	\$968,000	\$560,000	\$746,000	\$782,000
Business Improv. Tax	\$97,900	\$140,000	\$123,000	\$114,900
Public, Edu., Gov't	\$75,000	\$20,000	0	\$95,000
AB 2766 (MSRC)	\$73,000	\$30,600	\$94,000	\$9,600
Capital Growth Fee	\$47,000	\$300	0	\$47,300
OTHER				
General Plan Fee	\$194,076			
Mullen Trust	\$88,052			
Romine Trust	\$39,190			

Undesignated Reserve Levels

The operating budget proposed above assumes a 31% reserve level, approximately \$7.67 million. The City Council adopted a policy in 2007 to strive to maintain undesignated general fund reserves equal to at least 30%.

Designated Reserves

The City Council has the discretion to allocate reserve funds above the 30% threshold, approximately \$250,000, to other funds, programs and projects. Staff proposes designating \$100,000 to the Emergency Operations Center Reserve account and \$150,000 to replenish the Facilities and Equipment Replacement fund.

	Current Balance	FY 15/16 Proposed	
Nonexpendable Reserves	\$1,210,864	\$1,220,450	
Self-Insurance	0	0	
Equipment Replacement	0	0	
Arroyo Golf Course/Bike Trail	\$1,100,000	\$1,100,000	
Renewable Energy Sources	\$300,000	\$300,000	
Legal Services	\$500,000	\$500,000	
Retiree Benefits	\$1,000,000	\$1,000,000	
Maint. Yard/ Community Ctr	\$600,000	\$600,000	
Emergency Operations Center	\$100,000	\$200,000	+ \$100K from undesignated reserve
Library Expansion	\$150,000	\$150,000	
Tree Replacement/Management	\$150,000	\$75,000	- \$75K tree maintenance program
Sidewalk Improvements	\$280,000	\$180,000	- \$100K street improvement program
CalTrans Vacant Lot Purchases	\$750,000	\$750,000	
Monterey Road Improvements	\$500,000	\$500,000	
Wholesale Water Purchases	\$500,000	0	Move to facilities/equipment fund; Water purchase in Enterprise Fund
General Plan/MSSP Reserve	\$0	\$125,000	+ \$125,000 from General Fund General Plan fee funds also available

**Legal Review**

The City Attorney did not review this report.

**Public Notification of Agenda Item**

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

**Attachments:**

1. April 29, 2015 Budget Study Session PowerPoint Presentation
2. Chamber of Commerce Proposal

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**ATTACHMENT 1**  
Budget Study Session  
Presentation (April 29, 2015)

**City of South Pasadena**

**FY 2015-16 BUDGET  
STUDY SESSION**

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April 29, 2015



**Budget Study Session Goals**

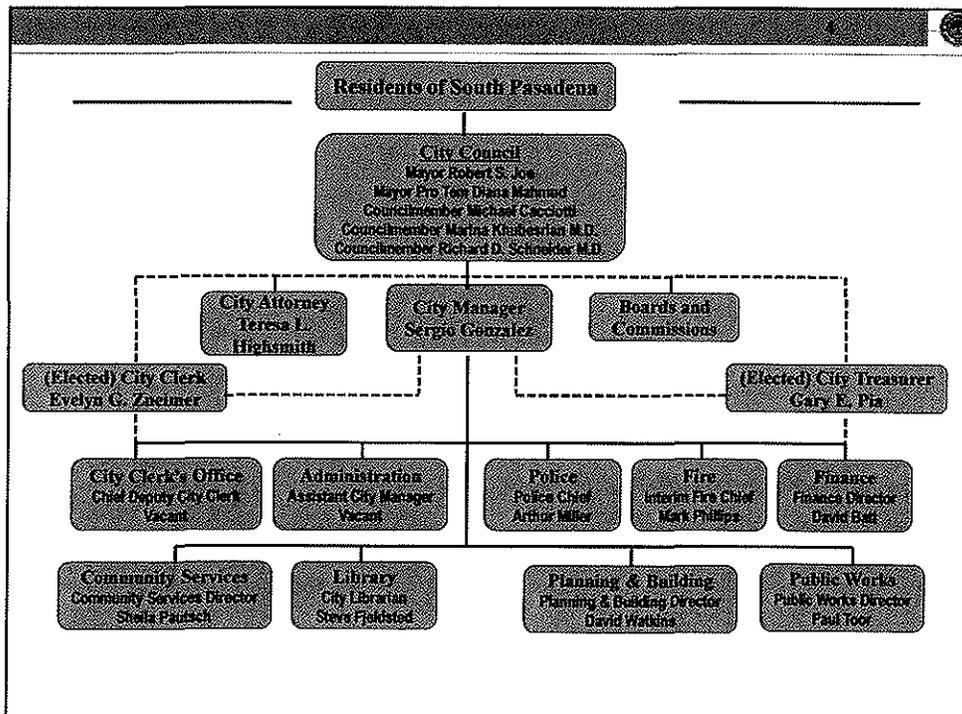
- Review City's Financial Position
- Direction Regarding Proposed Street Improvements
- Direction Regarding Supplemental Requests
- Direction Regarding Designated & Undesignated Reserves
- Funding Strategies for Critical Projects



## FY 2015/16 Budget Timeline

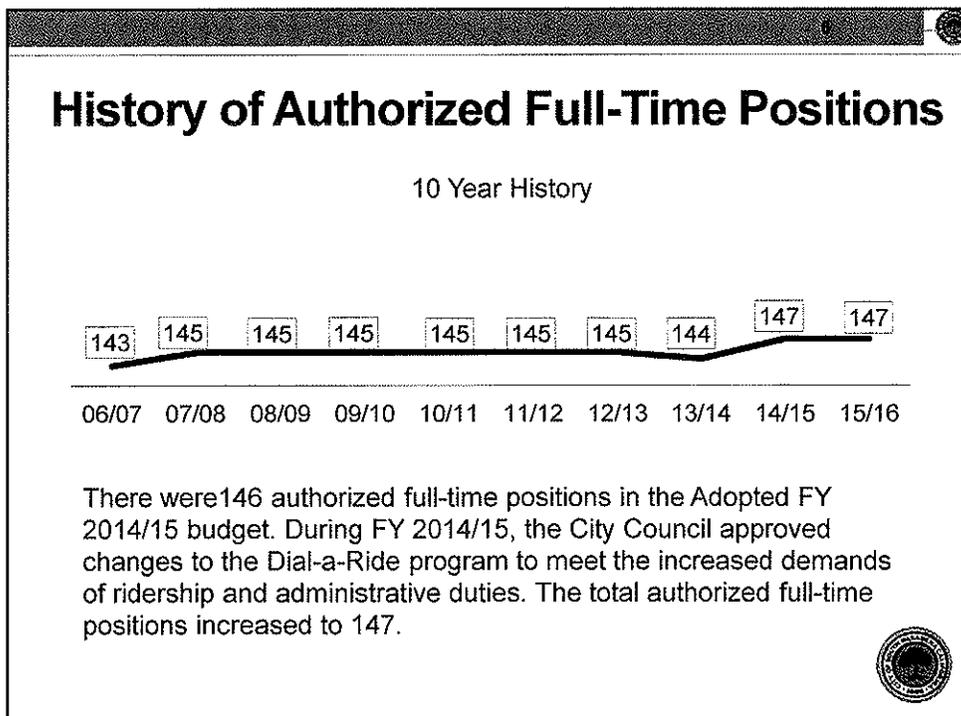
Date	Action
February 21	Strategic Planning Workshop
March 4	Mid-Year Budget presented to City Council
March 3 to March 24	Departments and City Manager begin to develop department budgets, including supplemental requests for funds
April 16	Public Budget Meeting
April 29	Budget Study Session with City Council
May 4 to May 14	City Manager and Finance finalize Proposed Budget
May 20	Proposed FY 2015/16 Operating & CIP Budget
June 3	Public Hearing and Budget Adoption

Red Date = Public Participation



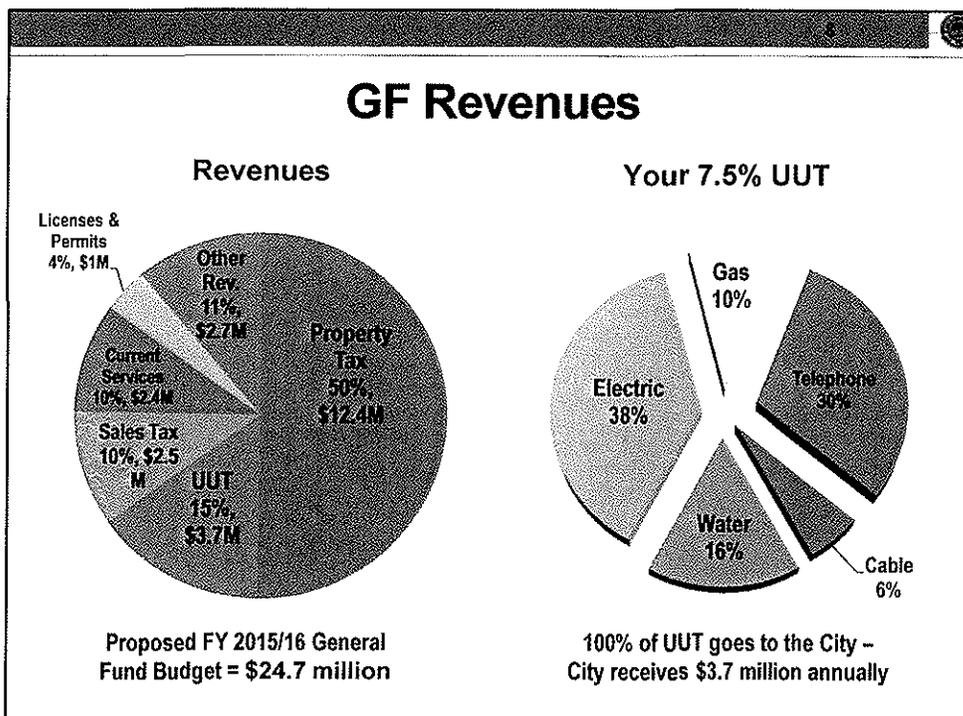
## City Employees

Department	Full-Time
City Clerk's Office	3
City Manager's Office	9
Finance Department	9
Police Department	52
Fire Department	19
Public Works Department	31
Planning & Building	5
Library	10
Community Services	9
<b>CITYWIDE</b>	<b>147</b>

### GF Revenues

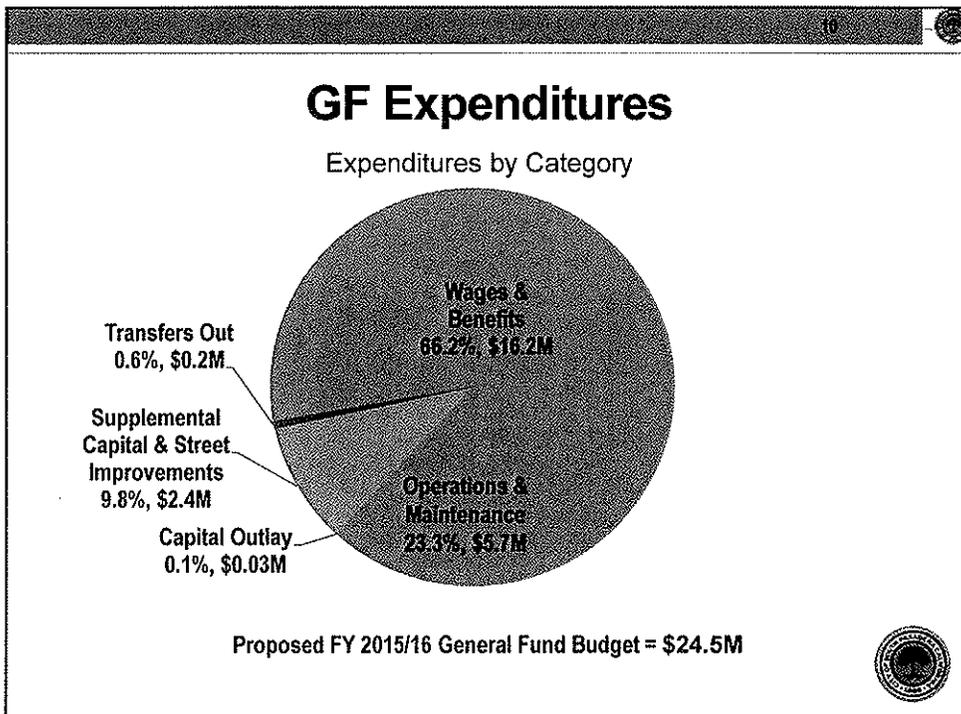
	Actual 2012/13	Actual 2013/14	Budget 2014/15	Proposed Budget 2015/16
Property Taxes	11,074,604	11,462,586	11,915,770	12,425,748
UUT	3,562,216	3,486,776	3,719,000	3,660,000
Sales Taxes	2,207,696	2,350,781	2,277,240	2,531,000
Current Services	2,208,447	2,629,229	2,415,000	2,398,810
All Other Revenue	1,223,150	1,490,400	1,098,778	1,092,155
License & Permits	950,256	933,816	985,820	985,820
Franchise Fees	810,642	804,995	763,100	799,000
Use of Money & Property	456,581	483,839	386,070	488,384
Fines & Forfeitures	523,629	412,748	530,000	332,000
Other Agencies	60,893	290,596	34,000	17,000
<b>Total</b>	<b>23,078,115</b>	<b>24,345,766</b>	<b>24,124,778</b>	<b>24,729,917</b>

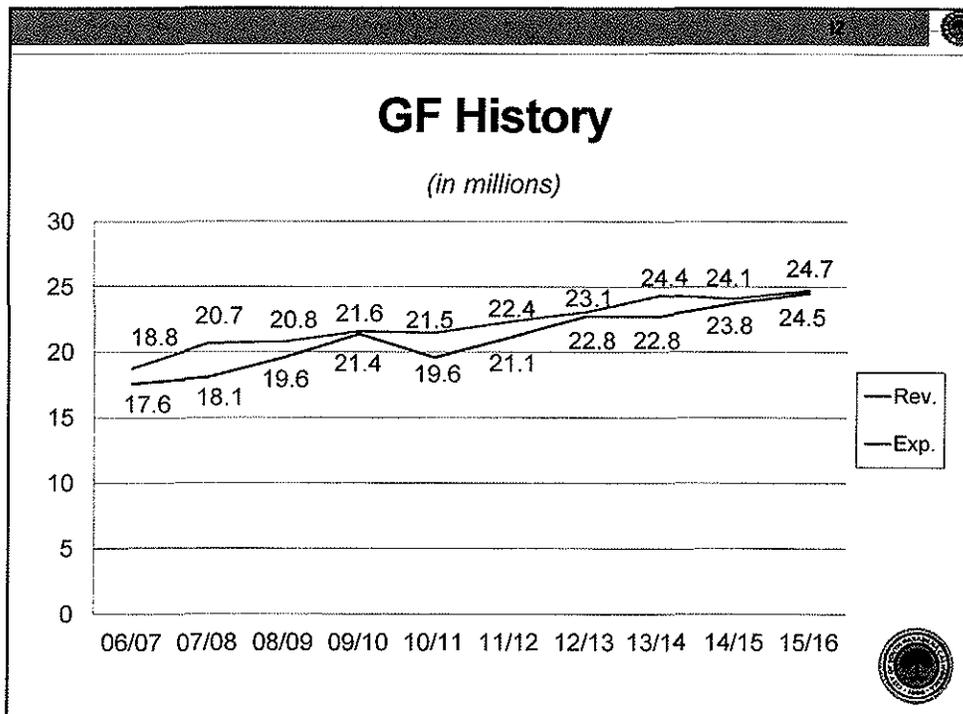
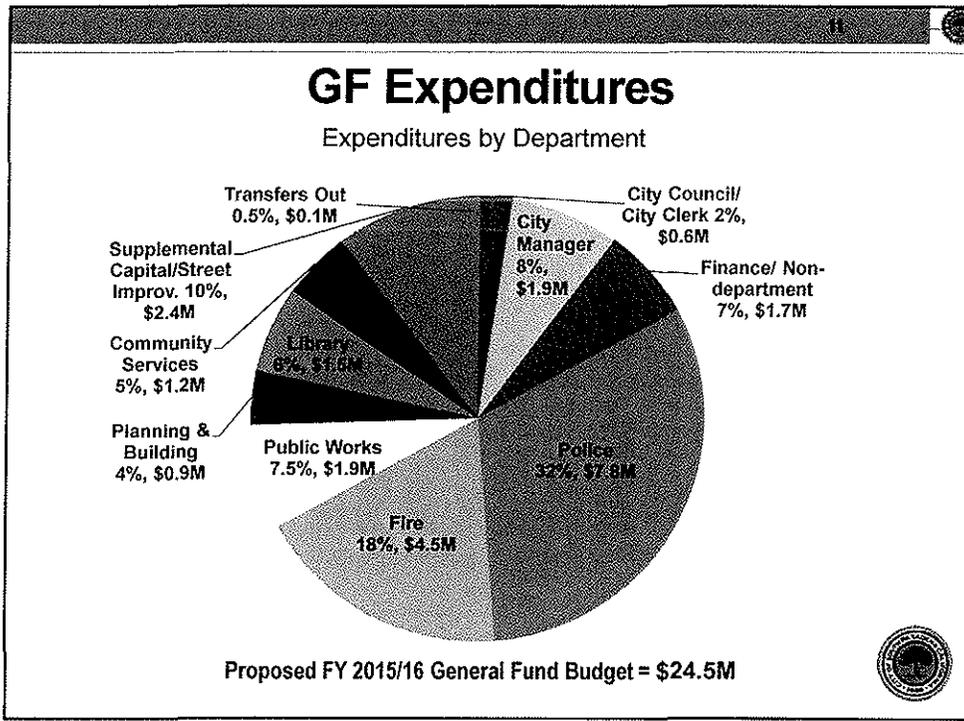


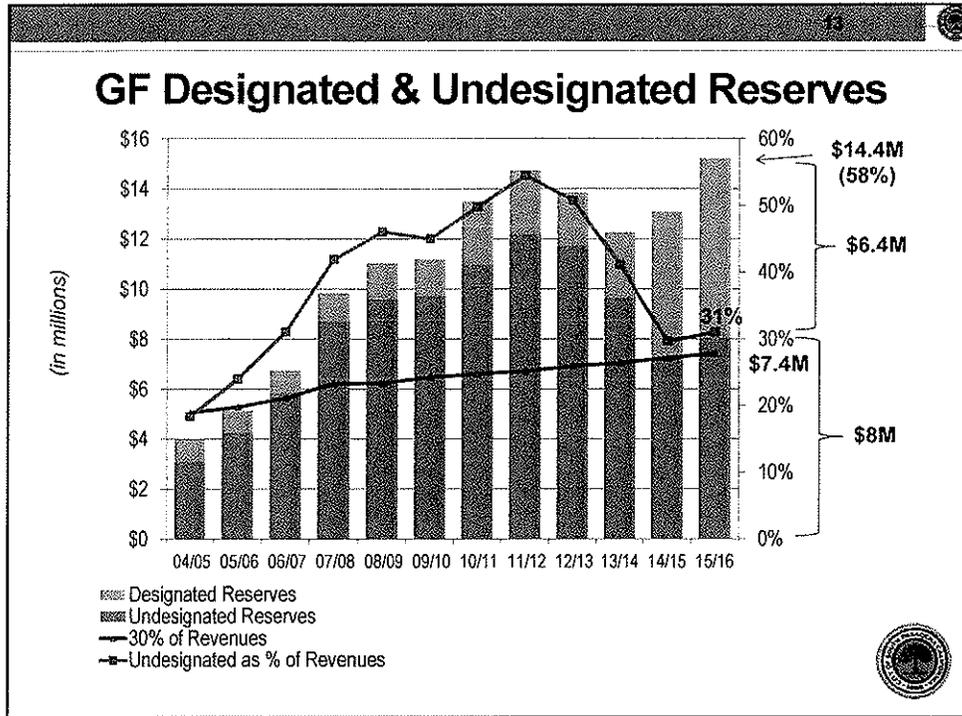
### GF Expenditures

	Actual 2012/13	Actual 2013/14	Budget 2014/15	Proposed Budget 2015/16
Wages & Benefits	14,192,161	14,176,092	14,831,712	16,216,873
Operation & Maintenance	6,502,646	5,155,141	5,498,699	5,747,715
Capital Outlay	143,112	188,551	13,600	30,293
Transfer Out	984,062	406,598	582,497	140,539
Supplemental Capital	205,513	480,299	855,000	408,500
Street Projects	736,679	2,361,248	2,000,000	2,000,000
<b>Total</b>	<b>22,764,174</b>	<b>22,767,929</b>	<b>23,781,508</b>	<b>24,543,920</b>

*Total expenditures include supplemental requests.*







### GF Designated Reserves

	FY 13/14	FY 14/15	FY 15/16
Nonexpendable Reserves	1,204,377	1,210,864	1,220,450
Self-Insurance	0	0	0
Equipment Replacement	0	0	0
Arroyo Golf Course/Bike Trail	500,000	1,100,000	1,100,000
Renewable Energy Sources	300,000	300,000	300,000
Legal Services	500,000	500,000	500,000
Retiree Benefits (Pension/Health)	1,000,000	1,000,000	1,000,000
Maint. Yard/ Community Center	350,000	600,000	600,000
Emergency Operations Center	0	100,000	100,000
Library Expansion	0	150,000	150,000
Tree Replacement/Management	0	150,000	0
Sidewalk Improvements	0	280,000	180,000
CalTrans Vacant Lot Purchases	0	750,000	750,000
Monterey Road Improvements	0	500,000	500,000
Wholesale Water Purchases	0	500,000	0
<b>Total Designated</b>	<b>\$3,854,377</b>	<b>\$7,140,864</b>	<b>\$6,400,450</b>

→ \$500k for trail & \$600k for Golf Course (\$853k grants funding available for the trail)

→ Draw down for tree replacement

→ Draw down \$100k for sidewalk improvements

→ Replenish Equipment Replacement Fund – Water purchase set aside in the Water Fund

## FY 2015-16 Proposed Budget

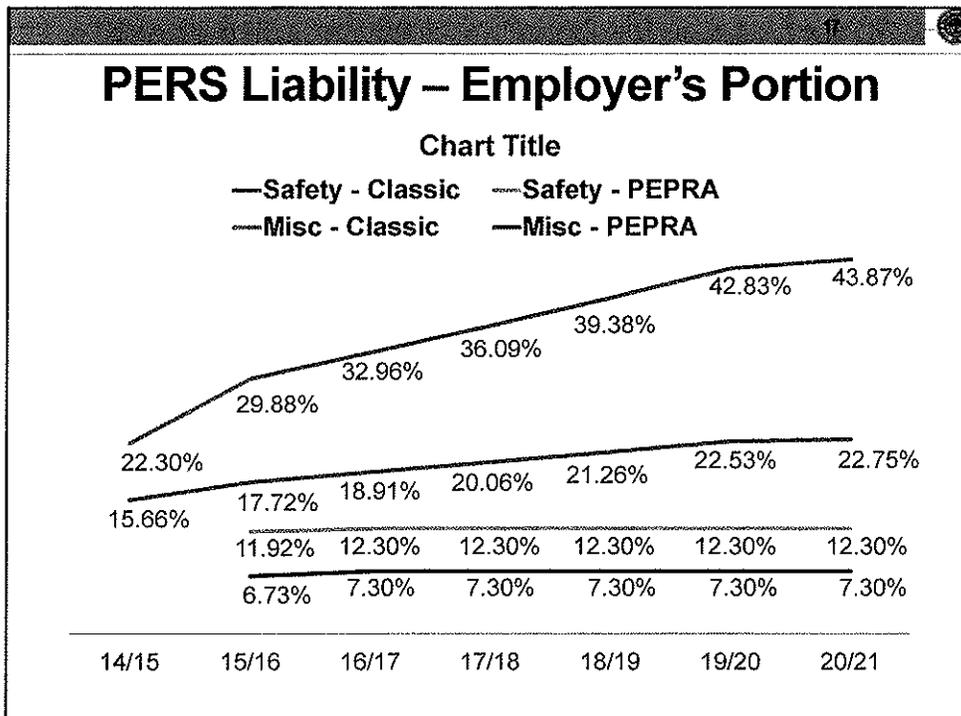
General Fund	
Total Revenues	\$24,729,917
Total Expenditures **	<\$24,135,420>
Net Income	\$594,497
Supplemental Requests	<408,500>
Total	\$185,997

\*\* Assumes \$2,000,000 in street and sidewalk projects.  
 Additional funds for street and sidewalk projects include:  
 GF Designated Reserve - \$100,000 and Measure R Fund - \$788,000

Total expenditures do not include supplemental requests.



Department	FY 2014-15 Budget	FY 2015-16 Proposed Budget	Change	Comments
City Council	\$61,103	\$62,881	\$1,778	
City Clerk	375,340	493,857	118,517	Elections
City Manager	1,894,505	1,942,192	47,687	
Finance	538,039	660,319	122,280	Moved Grants Analyst Position; Added Mgmt Asst. position
City Treasurer	9,348	9,290	(58)	
Non-Department	1,001,397	994,498	(6,899)	GL Insurance ; Retiree benefits
Police	7,004,881	7,793,733	788,852	additional part-time cadets
Fire	4,055,747	4,467,570	411,823	Tri-City costs increases (offset by increase in revenues) & \$25K emergency preparedness division
Public Works	1,830,776	1,864,682	33,906	
Planning & Building	948,210	956,927	8,717	
Library	1,537,832	1,537,785	(47)	
Community Services	1,086,833	1,211,147	124,314	
Capital Projects & Supplemental	2,855,000	2,408,500	(446,500)	Decrease in proposed supplemental requests
Transfers Out	582,497	140,539	(441,958)	
<b>Total GF Expenses</b>	<b>\$23,781,508</b>	<b>\$24,543,920</b>	<b>\$762,412</b>	



### Information Technology

	FY 2014/15	FY 2015/16
General Fund Operations & Maint.	300,100	430,747
IT Facilities & Equipment Replacement	40,000	215,729
<b>Total</b>	<b>\$340,100</b>	<b>\$646,476</b>

- Consolidation of City Copier/Scanner, Software, and Telecommunications Costs from other program budgets = **\$89,607**
- Intranet Connection between City Facilities = **\$41,040**
- Upgrade of IT infrastructure, including server replacement, integration of PD body-worn cameras, & implementation of volume licensing = **\$175,729**

### General Fund Legal Fees

Legal Fees by Function	Adopted Budget FY 14-15	Year to Date FY 14-15	Proposed Budget FY 15-16
Labor / Personnel	150,000	117,800	100,000
Transportation (710)	80,000	36,012	80,000
Retainer	<u>255,000</u>	<u>189,215</u>	<u>255,000</u>
<b>Total</b>	<b>485,000</b>	<b>343,027</b>	<b>435,000</b>

### Cash Flow Model

	14/15	15/16	16/17	17/18	18/19	19/20	Total
<b>Revenues</b>	<b>24,124,778</b>	<b>24,728,917</b>	<b>24,892,193</b>	<b>25,037,787</b>	<b>25,169,124</b>	<b>25,301,774</b>	<b>125,130,795</b>
<b>Expenses</b>							
Department Expenses	20,926,508	22,135,420	22,691,021	23,186,019	23,244,249	23,394,416	114,651,125
Supplemental Capital	855,000	408,500	0	0	0	0	408,500
Street Improv. Projects	2,000,000	2,000,000	2,000,000	1,700,000	1,750,000	1,750,000	9,200,000
<b>Total Expenses</b>	<b>23,781,508</b>	<b>24,543,920</b>	<b>24,691,021</b>	<b>24,886,019</b>	<b>24,994,249</b>	<b>25,144,416</b>	<b>124,259,625</b>
<b>Net Income</b>	<b>343,270</b>	<b>185,997</b>	<b>201,172</b>	<b>151,768</b>	<b>224,875</b>	<b>157,358</b>	<b>871,170</b>
Other Funds such as Measure R, Gas Tax	0	0	0	300,000	250,000	250,000	800,000
<b>Total Street Improv. Project</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000</b>	<b>2,000,000*</b>	<b>2,000,000*</b>	<b>2,000,000*</b>	<b>10,000,000</b>

\* Labor Negotiations not factored

21

## FY 2015-16 Budget Summary

- Proposing \$2,696,000 in Street Improvements
  - \$2,000,000 from General Fund
  - \$200,000 annual allotments from Measure R
  - \$496,000 from Measure R fund balance
- Proposing \$192,000 in Sidewalk Improvements
  - \$100,000 funded from GF Designated Reserve
  - \$92,000 from Measure R annual allotments
- Proposing \$150,000 for Tree Replacements
  - \$150,000 funded from GF Designated Reserve
- Proposing \$1,558,500 in Supplemental Requests
  - \$408,500 funded from GF
  - \$330,000 funded from Facilities and Equipment Replacement fund
  - \$820,000 from other funds

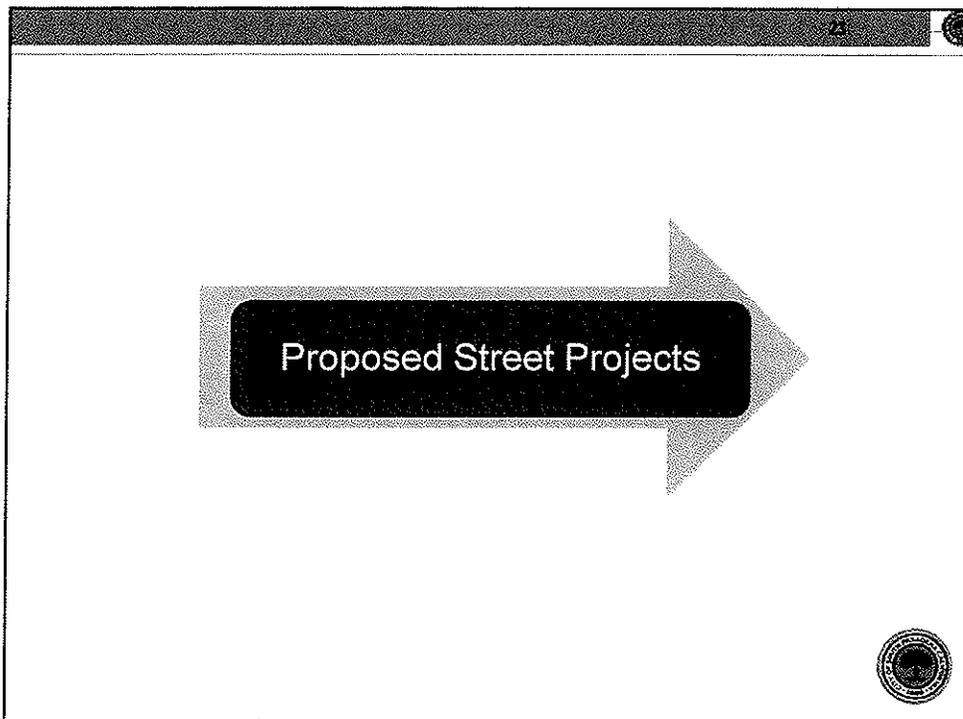


22

## General Fund Capital & Street Projects History

Year	CIP Costs
2005/06	8,140
2006/07	339,560
2007/08	131,013
2008/09	609,033
2009/10	1,428,454
2010/11	487,975
2011/12	1,232,356
2012/13	851,935
2013/14	3,400,000
2014/15	2,855,000
Proposed 2015/16	2,408,500





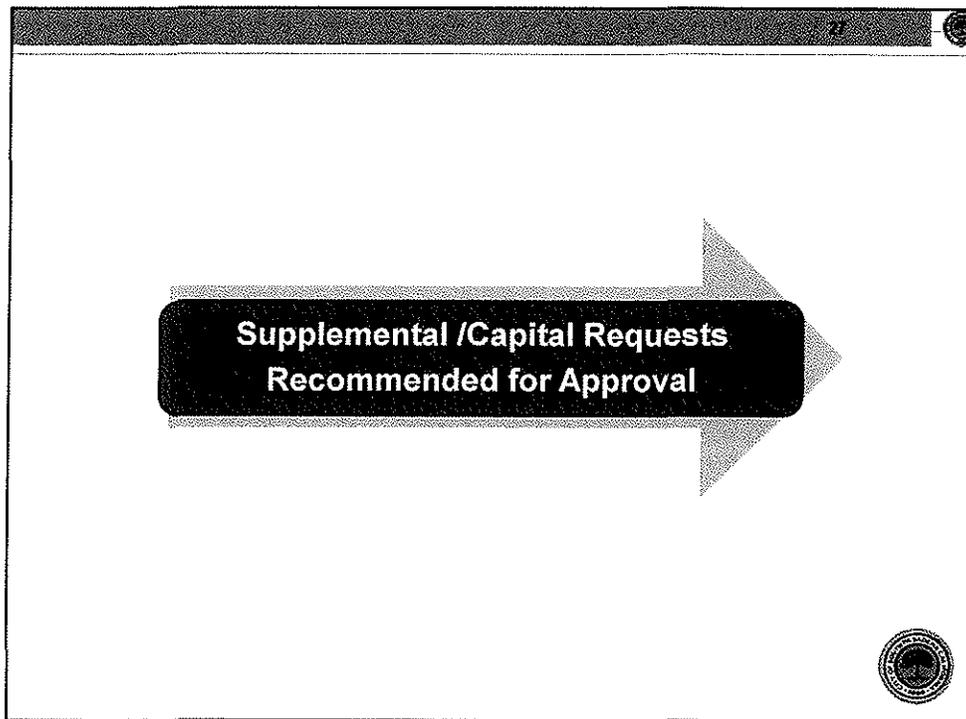
<b>Proposed FY 2015-16 Street Projects</b>			
<b>Project</b>	<b>PCI</b>	<b>Repair Type</b>	<b>Estimated Cost</b>
Camino Lindo (Flores de Oro to Alpha Ave.)	47	Preventative Maintenance	\$61,000
El Centro St. (Orange Grove Ave. to Meridian Ave.)	40	Grind & Overlay	\$470,000*
Fletcher Ave. (Huntington Dr. to Alhambra Rd.)	37	Grind & Overlay	\$801,000*
Maple St. (Primrose Ave. to Stratford Ave.)	51	Preventative Maintenance	\$55,000
Milan Ave. (Monterey Rd. to Edgewood Dr.)	64	Preventative Maintenance	\$33,000
Monterey Rd. (w. City limit to Arroyo Verde Rd.)	40	Grind & Overlay	\$538,000*
Valley View Ave. (Berkshire Ave. to Meridian Ave.)	50	Preventative Maintenance	\$49,000
Cape and Slurry Seal for various streets throughout City			\$193,000
<b>TOTAL</b>			<b>\$2,200,000*</b>
\$2,000,000 General Fund and \$200,000 Measure R			
Monterey Rd. (Indiana Ave. to Orange Grove Ave.)	11	Grind & Overlay	\$496,000* Measure R (fund balance)
<i>*Cost does not include any utility improvements, which will be paid out of enterprise funds.</i>			

## Other Projects Proposed by Staff

Project	Estimated Cost	Funding Source
CNG Station Compressor	\$60,000	Prop C
HSIP Flashing Crosswalks (3)	\$20,000 (local match)	Prop C
Garfield Ave. Bus Stop Relocation	\$30,000	Prop C
Arroyo Dr. Traffic Calming Study	\$10,000	General Fund (PW Operations Budget)
Annual Tree Replacements	\$150,000	GF Designated Reserves
Annual Sidewalk Replacements	\$100,000	GF Designated Reserves
	\$92,000	Measure R
CDBG Sidewalks (Buena Vista St., Prospect Circle)	\$102,767	CDBG

## Additional Projects Recommended by Public Works Commission

Project	Estimated Cost	Possible Funding Source
Monterey Rd. Median Modifications	\$150,000	Measure R
Monterey Rd. / Orange Grove Traffic Signal	\$400,000*	HSIP
Monterey Rd. / Via Del Rey Signal Improvements	\$20,000	General Fund
*staff will be applying for grant funding		



**Recommended for Approval – General Fund**

Dept.	Supplemental Requests	GF
CS	Exterior Painting of the Mendian Iron Works Museum	\$60,000
CS	4 HVAC Unit Replacement - War Memorial Building	\$48,000
CS	Replacement of 7 Bleachers at Orange Grove Park	\$7,500
Fire	Safety Gear - Turn Outs	\$12,000
Fire	Cardiac Monitor/ Defibrillator Replacement	\$82,000
Library	Re-grading of Library Park to Prevent Flooding	\$8,000
Library	Lighting for ADA Ramp	\$6,000
Library	Improve Storm Drain by Back Door	\$10,000
Library	Community Room Sound and AV System	\$50,000
Planning	General Plan/ Mission Street Specific Plan Update	\$125,000
	<b>TOTAL</b>	<b>\$408,500</b>

} \$283,500  
 Need additional \$25,000 from Trust Funds

## Supplemental Highlights – General Fund

❖ **General Plan/MSSP Update approximate cost is \$530,000-\$680,000**

- General Plan/MSSP Update – Recommends **\$125,000** from GF
- Deposit Payable - Genl. Plan Fees Available Balance **\$194,076**

❖ **Library Sound & AV System approximate cost is \$75,000**

- Recommends **\$50,000** from GF
- Recommends **\$25,000** from trust funds

Funds	Available Balance
Mullen Trust	88,052
Romine Trust - Library	39,190



## Recommended for Approval – Other Funds

Dept	Funding	Supplemental Request	Other Funds
Fire	Facilities & Equip. Replacement Fund	Fire Ambulance	\$250,000
Police	Facilities & Equip. Replacement Fund	2 Police Vehicles	\$80,000
CS	Park Impact Fees Fund	Construction of Dog Park	\$200,000
PW	Prop C Fund	Garfield Bus Stop Relocation	\$30,000
PW	Prop C Fund	CNG Station Compressor	\$60,000
CS	Prop A Fund	Transit Software	\$45,000
CS	Prop A Fund	CNG Transit Vehicle	\$85,000
PW	Sewer Fund	CNG Sewer Camera Van	\$200,000
PW	Gas Tax Fund	Caterpillar 914 Wheel Loader	\$130,000
PW	Gas Tax Fund	Retrofit Ford 550 Boom Truck	\$30,000
PW	AB2766 Fund	Hybrid Vehicle	\$40,000
		<b>Total</b>	<b>\$1,150,000</b>

31

### Supplemental Highlights - Facilities and Equipment Replacement Fund

- ❖ Facilities & Equipment Replacement Fund - **\$330,000**
  - Fire Ambulance - **\$250,000**
  - 2 Police Vehicles - **\$80,000**

Facilities & Equip Replacement Fund	
Beginning Fund Balance	\$432,000
Transfer from GF Designated Reserves for Wholesale Water Purchase	500,000
FY 2015-16 Budgeted Exp.	<288,000>
Supplemental Requests	<330,000>
Available Balance	\$314,000



32

### Supplemental Highlights – Special Funds

- Construction of Dog Park – estimated cost is **\$400,000**
  - Recommends Park Impact Fees of **\$200,000**
  - FY 2014-15 budget carryover **\$100,000** (GF supplemental)

- Prop C Fund
  - Garfield Bus Stop Relocation - **\$30,000**
  - CNG Station Compressor - **\$60,000**

Park Impact Fees Fund	
Beginning Fund Balance	\$370,000
FY 2015-16 Revenues	30,000
Supplemental Requests	<200,000>
Available Balance	\$200,000

Prop C Fund	
Beginning Fund Balance	\$294,000
FY 2015-16 Revenues	391,000
FY 2015-16 Budgeted Exp.	<317,000>
Supplemental Requests	<90,000>
Grant match for Flashing Crosswalk	<20,000>
Available Balance	\$258,000

### Supplemental Highlights – Special Funds

▪ Prop A Fund

- Transit Software - \$45,000
- Transit Vehicle - \$85,000

▪ Measure R Fund

- Streets- \$200,000
- Sidewalks- \$92,000
- Monterey Rd.- \$496,000

Prop A Fund		Measure R Fund	
Beginning Fund Balance	\$482,000	Beginning Fund Balance	\$641,000
FY 2015-16 Revenues	492,000	FY 2015-16 Revenues	295,000
FY 2015-16 Budgeted Exp.	<288,000>	Street Improvements	<200,000>
Supplemental Requests	<130,000>	Sidewalk Improvements	<92,000>
Available Balance	\$556,000	Monterey Road	<496,000>
		Available Balance	\$148,000

### Supplemental Highlights – Sewer & Gas Tax Funds

▪ Sewer Fund

- CNG Sewer Camera Van - **\$200,000**

▪ Gas Tax Fund

- Caterpillar 914 Wheel Loader - **\$130,000**
- Retrofit Ford 550 Boom Truck - **\$30,000**

Sewer Fund		Gas Tax Fund	
Beginning Fund Balance	\$581,000	Beginning Fund Balance	\$968,000
FY 2015-16 Revenues	1,307,000	FY 2015-16 Revenues	560,000
FY 2015-16 Budgeted Exp.	<832,000>	FY 2015-16 Budgeted Exp.	<586,000>
Supplemental Requests	<200,000>	Supplemental Requests	<160,000>
Available Balance	\$856,000	Available Balance	\$782,000

### Available Balances from Other Funds

Business Improvement Tax		AB2766 Fund	
Beginning Fund Balance	\$97,900	Beginning Fund Balance	\$73,000
FY 2015-16 Revenues	140,000	FY 2015-16 Revenues	30,600
FY 2015-16 Budgeted Exp.	<123,000>	FY 2015-16 Budgeted Exp.	<2,000>
Available Balance	\$114,900	Supplemental Request: PW Hybrid Vehicle	<40,000>
		Grant match for Trail	<52,000>
		Available Balance	\$9,600

Public, Educ., & Govt. Fund		Capital Growth Fund	
Beginning Fund Balance	\$75,000	Beginning Fund Balance	\$47,000
FY 2015-16 Revenues	20,000	FY 2015-16 Revenues	300
FY 2015-16 Budgeted Exp.	0	FY 2015-16 Budgeted Exp.	0
Available Balance	\$95,000	Available Balance	\$47,300

### Council Direction

1) **Direction on supplemental requests funded from the General Fund - \$408,500.**

- General Plan/MSSP Update estimate cost is \$530,000-680,000
  - \$125,000 recommended from the General Fund
  - \$194,076 recommended from Deposits Payable – Genl. Plan Fees
- Library Sound and AV System estimate cost is \$75,000
  - \$50,000 recommended from the General Fund
  - \$25,000 recommended from trust funds.



### **Council Direction (cont.)**

- 2) **Direction on moving \$500,000 from GF Designated Reserves for Wholesale Water Purchases to Facilities & Equipment Replacement Fund.** The wholesale water purchase will be funded from the Water Fund.
  
3. **Direction on supplemental requests from the Facilities & Equipment Replacement Fund - \$330,000.**
  - Fire Ambulance - \$250,000
  - 2 Police Vehicles - \$80,000



### **Council Direction (Cont.)**

- 4) **Direction on drawdown of General Fund Designated Reserves for Tree Replacement/Management - \$150,000**
  
- 5) **Direction on drawdown of General Fund Designated Reserves for Sidewalk Improvements - \$100,000**



39

### **Council Direction (Cont.)**

6) **Direction on supplemental requests for the Dog Park, approximate cost is \$400,000**

- Park Impact Fees - \$200,000
- FY 2014/15 GF Carryover - \$100,000

7) **Direction on supplemental requests from Prop C Fund - \$90,000**

- Garfield Bus Stop Relocation - \$30,000
- CNG Station Compressor - \$60,000

8) **Direction on supplemental requests from Prop A Fund - \$130,000**

- Transit Software - \$45,000
- Transit Vehicle - \$85,000



40

### **Council Direction (Cont.)**

9) **Direction on supplemental requests from Sewer Fund - \$200,000**

- CNG Sewer Camera Van - \$200,000

10) **Direction on supplemental requests from Gas Tax Fund - \$260,000**

- Caterpillar 914 Wheel Loader - \$130,000
- Retrofit Ford 550 Boom Truck - \$30,000

11) **Direction on supplemental requests from AB2766 Fund - \$40,000**

- PW Hybrid Vehicle - \$40,000



41

## **Funding Strategies for Critical Projects**

- ✓ **Facilities & Equipment Replacement Fund – Ongoing funding strategy**
  - Major Equipment, Vehicles, and Information Technology
- ✓ **SR-110 Interchange Hook Ramp/Off Ramp**
  - \$1.5 million for design (CalTrans estimate)
  - Metro PC25 Fund \$675,000
  - Shortfall of \$825,000
- ✓ **SR-710**
- ✓ **Cal Trans Purchase of Vacant Lots**
  - \$750,000 available in GF Designated Reserves
- ✓ **Capitalize Insurance Fund**
  - \$290,000



42

# **QUESTIONS?**

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**ATTACHMENT 2**  
Chamber of Commerce  
BIT Budget Proposal

# South Pasadena Chamber of Commerce

**Memo to:** Sergio Gonzalez, City Manager

**Date:** Thursday, April 16, 2015

**From:** Laurie Wheeler, Interim Executive Director

**Subject:** FY 2015-16 Proposed Budget

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Thank you for your input and guidance as we prepare the budget for the South Pasadena Chamber of Commerce 2015-2016 fiscal year.

The Business Improvement Tax was created in 1978 by City Council specifically to provide funding for the Chamber of Commerce, as the “one voice” for business in South Pasadena. The BIT has been, and continues to be, vital to the Chamber when it was implemented to bridge the traditional gap between funding and service expectations caused by the small business sector in a bedroom community.

The amount of funds allocated from BIT to the Chamber, as outlined in the annual contract and the City’s adopted budget, has been in the amount of \$120,500 since 2007. Of that allocation, \$12,000 is mandated as a pass-through to the South Pasadena Tournament of Roses.

We are requesting an increase in the funding beginning in the 2015-2016 budget to an annual contractual amount of \$135,500 (an increase of \$15,000). Of that, \$12,000 will continue to be used to fund the SPTOR. The additional funds will be used to further the well-established programs and projects of the Chamber, as outlined below.

The Chamber fulfills all of the requirements of the BIT ordinance, and delivers on the requirements of the annual contract. Those requirements include:

1. The coordination of the holiday decorations
2. Investment in the promotion of public events that take place on or in public places
3. Furnishing music in public place
4. Engagement in the general promotion of retail trade activities in the 91030 zip code.

In addition, the Chamber operates a business resource center, visitor information center, a community art gallery and a well-respected resource for connecting individuals and organizations in creating a strong community.

The Chamber sponsors the quarterly Art Crawl, and the annual Eclectic Music Festival. These events create the basis of the “Arts Based Economic Development strategy” that help define the quality of life in South Pasadena. They also introduce visitors (and residents) to the unique boutiques, shops, restaurants and galleries that make up the small-town charm that is South Pasadena. As these events grow in popularity, the cost to produce them also increases. Businesses throughout South Pasadena are participating in the Arts Crawls and Eclectic Music Festival, not just those in the “Mission District”. Businesses that have resisted participating have

seen increases in their business directly related to the exposure they receive from attendees, and now embrace the events.

The Chamber budget is allocated into three categories, the Business Improvement Tax (BIT), Chamber revenue and the weekly Farmers’ Market. The BIT fund budget, along with statements of projected revenues for the year is below. Once approved, the contract will take effect on July 1, 2015.

Included below is the special allocation of BIT funds approved by the City Council to the Chamber to fund the South Pasadena Arts Council (SPARC) proposed Utility Box Art Project. These funds, \$12, 500, are paid into the 2014-2015 fiscal year, but will be carried over into the 2015-2016 fiscal year. The funds will be “passed through” to SPARC, based on key milestones as outlined in the contract for this project.

**CHAMBER BUDGET SNAPSHOT**

	BIT	Chamber	Farmers’ Market	Total
Income	\$135,500	\$102,216	\$169,161	\$406,877
Expense	\$135,500	\$113,229	\$160,542	\$409,271
Fund Balance	\$ 0	(\$ 11,013)	\$ 8,619	(\$ 2,394)

SPARC Utility Box Project                      \$12,500

The following is a more detailed break-down of the funding of the programs and projects funded with the BIT allocation. Each of these meets the criteria for which the funds can be used:

**Business Improvement Tax Allocations**

	2014-2015		2015-2016	
Events – Arts Crawls	\$25,086	17%	\$28,500	21%
Events – Eclectic Music Festival	\$22,986	15%	\$33,909	25%
SPTOR	\$12,904	9%	\$12,400	9%
Mixers/ShopTalk	\$ 1,424	1%	\$ 1,000	1%
Holiday Decorations	\$ 4,014	3%	\$ 4,000	3%
Advertising	\$10,451	7%	\$11,391	8%
Business Resource Center (rent)	\$13,200	9%	\$13,500	10%
Administration	\$32,142	22%	\$30,800	23%
Economic Gardening	\$21,769	15%	\$ 0	0%
<b>TOTAL</b>	<b>\$148,500</b>		<b>\$135,500</b>	

Notes:

The South Pasadena Chamber of Commerce will continue to revise the budget so that it continues with the operations and programs that have become so successful, and does so in a financially responsible manner.

It is a prudent business practice to have a “reserve fund”; generally 3 months operating expenses. The Chamber reserve fund is as follows:

Fund Balance Current:	\$10,000
Contribution to Reserve 2015:	\$ 5,000 (Anticipated)
Goal for Reserve:	\$90,000
Difference:	(\$75,000)

We respectfully request the renewal of our annual contract for 2015-2016 with an increase in our annual allocation of \$15,000, a total of \$135,500, to be drawn in four quarterly payments throughout the 2015-16 fiscal year.

Respectfully submitted,  
Laurie Wheeler  
Interim Executive Director