



Additional Documents for the Regular City Council Meeting November 20, 2019

Item No.	Agenda Item Description	Distributor	Document
8 9	Minutes, November 6, 2019 (Special) Minutes, November 6, 2019 (Regular)	Maria E. Ayala, Chief City Clerk	Memo
16	Second Reading and Adoption of an Ordinance Establishing a Major Project Review	Joanna Hankamer, Planning and Community Development Director; and Kanika Kith, Interim Senior Planner	Memo
17	Approval of a Mills Act Contract for Property Located at 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio	Joanna Hankamer, Planning and Community Development Director; and Kanika Kith, Interim Senior Planner	Memo
18	Approval of a Mills Act Contract for Property Located at 320 Grand Avenue, Landmark No. 54, Koebig House	Joanna Hankamer, Planning and Community Development Director; and Kanika Kith, Interim Senior Planner	Memo
19	Approval of a Mills Act Contract for Property Located at 915 Palm Avenue	Joanna Hankamer, Planning and Community Development Director; and Kanika Kith, Interim Senior Planner	Memo
20	Approval of a Mills Act Contract for Property Located at 925 Palm Avenue	Joanna Hankamer, Planning and Community Development Director; and Kanika Kith, Interim Senior Planner	Memo
PC Re: 22	Award of Construction Contract to EC Construction Company for Citywide Bike Parking at Various Locations for an Amount Not-to-Exceed \$204,780 in Grant Funds	Public Comment (Various)	Emails/Letters





City of South Pasadena
City Clerk Division

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager 

From: Maria E. Ayala, Chief City Clerk 

Re: November 20, 2019, City Council Meeting Additional Document for Agenda Items #8 (Minutes for the November 6, 2019 Special Meeting), and #9 (Minutes for the November 6, 2019 Regular Meeting)

Below is a summary of corrections that will be made to the Minutes being presented at tonight's City Council meeting for adoption:

Agenda Item #8 Minutes for the Special City Council Meeting of November 6, 2019	The below paragraphs to be added to follow the last paragraph on Agenda Packet Page 8-3 (Minutes Page 3 of 4)	Adding two paragraphs with Councilmember Mahmud's summarized comments.
Agenda Item #9 Minutes for the Regular City Council Meeting of November 6, 2019	Agenda Packet Page 9-7 (Minutes Page 7 of 9) The word "coral" should be "corral".	The word "coral" should be corrected to be "corral" in two sentences.

Agenda Item #8, Councilmember Mahmud's summarized comments:

In addition, Councilmember Mahmud, expressly informed and advised the community that the Council is committed to being responsive and helping those tenants that have already received a 60-day eviction notice, as well as those that may receive a 60-day eviction notice. However, the ordinance is not a guaranteed protection on the City's part for those tenants that have already received a 60-day eviction notice, as the ultimate validity of the ordinance – and its retroactive effect – will likely ultimately be determined by a court. Councilmember Mahmud further advised those affected tenants to seek assistance through the City-contracted Housing Rights Center, and to exercise prudence and prepare for

potential legal action should tenants be subject to unlawful detainers. In addition to the Housing Rights Center, there are pro bono legal services available, as well as legal publications (such as Nolo Publications).

Lastly, Councilmember Mahmud encourages landlords to be mindful of the essential housing services they are providing, and as such, they are expected to be good, reasonable, and compassionate landlords.



**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager *SD*

From: Joanna Hankamer, Planning and Community Development Director *JH*
Kanika Kith, Interim Senior Planner *CK*

Re: November 20, 2019, City Council Meeting Item No. 16 Additional Document –
Second Reading and Adoption of an Ordinance Establishing a Major Project
Review

Attached is an additional document to revise the Major Project Review Ordinance to clarify that the City would hire an independent planning consultant, not an employee, to perform the major project review.

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADDING A NEW SECTION 36.400.045 (MAJOR PROJECT REVIEW) TO
DIVISION 36.400 (“APPLICATION FILING AND PROCESSING”) OF
ARTICLE 4 (“ZONING PROCEDURES”) OF TITLE 36 (“ZONING”)
ESTABLISHING A MAJOR PROJECT REVIEW PROCEDURE**

SECTION 1. Section 36.400.045 (“Major Project Review”) is added to Division 36.400 (“Application Filing and Processing”) of Article 4 (“zoning Procedures”) of Title 36 (“Zoning”) to read as follows:

“36.400.045 Major Project Review.

The purpose of the Major Project Review is to ~~utilize dedicated~~allow the City to planners with project specific expertise to review major projects in an efficient and expeditious manner with the support of qualified, independent planning Consultants. In furnishing project-specific expertise and planning services, the Consultants are acting as independent contractors; are to furnish such services in their own manner and methods; have no conflicts of interest with the City or applicant; and are in no respects to be considered officers, employees, servants or agents of the City.

A. Definition. Major Project Reviews will be required for the following projects:

1. Master plans or amendments to Master Plans;
2. Multi-family projects consisting of seven or more dwelling units;
3. Projects involving new construction of more than 10,000 square feet of non-residential gross floor area;
4. General Plan amendments;
5. Zoning Code amendments; or
6. Other complex projects at the discretion of the Planning and Community Development Director.

B. Procedures.

1. Scheduling. Within ten (10) days of receipt of a project application by an applicant, the City shall determine whether the proposed project requires a Major Project Review.
2. Assigned ~~Planner~~ Consultant. If the City determines that a proposed project ~~is required~~falls within the definition of Major Project, the City will assign a ~~contract planner~~ Consultant under contract with the City and with the appropriate planning expertise to facilitate the Major Project Review. At the conclusion of the Major Project Review, the City will make the final determination with respect to the review by ultimately exercising its independent judgment on the proposed project and its related entitlements in compliance with all applicable federal, state, and local laws and regulations.
3. Fee. The applicant shall be responsible to reimburse the City for the actual cost of the Major Project Review.

4. Deposit of Estimated Fee. Upon request for eligible Major Project Review, staff will provide a written estimate to the applicant for the cost of the ~~assigned planner~~ Consultant plus a ten percent (10%) administrative fee for the administrative cost associated with ~~the selection and management of the assigned planner~~ the City implementing the Major Project Review of the applicant's project. Prior to initiation of the Major Project Review the applicant shall advance fifty percent (50%) of the total estimated fee amount to the City as a deposit. The City will draw funds from the deposited account as needed to reimburse the cost of the ~~assigned planner~~ Consultant plus the 10% administrative fee. City shall maintain a written record of accounting of the balance of the deposited account. Applicant shall deposit the remaining 50% estimated fee when notified to do so by staff. Applicant shall deposit any additional funds necessary to complete the Major Project Review, as determined by the director. City shall not perform Major Project Reviews unless sufficient funding, as determined by the director, is on deposit with the City for this purpose. Upon the completion of the Major Project Review, the City's discretionary action on the proposed project, and payment in full of the City's costs of the ~~assigned planner~~ Consultant, any funds remaining unused in the applicant's deposited account shall be returned to the applicant.
5. Filing date. The filing date of an application requiring Major Project Review shall be the date on which the Department receives the last submission of all materials required in compliance with Sections 36.400.060 and 36.400.045 and deposits of all fees required by subsection 36.400.045 B. 4. and deemed complete by the Director.”

SECTION 2. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment.

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

PASSED, APPROVED, AND ADOPTED ON this 20th day of November, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 20th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)



**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager *[Signature]*

From: Joanna Hankamer, Planning and Community Development Director *[Signature]*
Kanika Kith, Interim Senior Planner *[Signature]*

Re: November 20, 2019, City Council Meeting Item No. 17 Additional Document – Approval of a Mills Act Contract for Property Located at 209 Beacon Avenue, Landmark No. 52, Whitney R. Smith House and Studio

Attached is an additional document to revise the Mills Act Contract to include the following corrections, revisions, and clarifications:

- Section 1. Corrected the contract effective date to January 1, 2020.
- Section 4. Deleted and replaced the “Conformance with National Standards” language with “Standards for Historic Property” language to expand and clarify expectations for conformance with standards of historic properties regarding rehabilitation, restoration, maintenance, and timeline for completion.
- Section 6. Deleted and replaced the language for the “Inspections” section to provide greater clarity and to allow inspections for compliance on an as-needed basis rather than every 5 years.
- Section 7. Deleted and replaced the “Reports” language with “Provision of Compliance Information” to allow a more broad set of information from which to determine compliance.
- Section 12. Added additional language to the “Enforcement of Agreement” section regarding notice of breach of contract; a process and timeline to cure a breach; and an allowance for declaring default for purposes of enforcement.

MILLS ACT CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this ___th day of November 2019, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation (“City”), and Mark and Gail Wilson (“Owners”).

RECITALS

(i) California Government Code Section 50280 *et seq.*, authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 209 Beacon Avenue, South Pasadena, California, Assessor’s Parcel Number 5317-006-001 (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as “Exhibit A” and is incorporated herein as if fully set forth;

(iii) The Historic Property is identified as City Landmark No. 52 known as the Whitney R. Smith House and Studio, designated a local landmark on April 20, 2011, attached hereto marked “Exhibit B”. The Smith Residence and Studio represents one of South Pasadena’s outstanding Mid-Century Modern homes, as well as the post-World War II quest by modern architects to redefine the ideal contemporary home. The house was constructed in circa 1900 as a hipped-roof garage that was converted to a guesthouse circa 1907. In 1936, Whitney Rowland Smith and his wife Virginia purchased the guesthouse and began expanding it to a three-bedroom Mid-Century Modern style home. In keeping with the principle of Mid-Century Modern design, the home was designed with a high degree of indoor-outdoor integration. The current-day landscape retains a variety of mature trees dating to the early 20th century, as well as an outdoor fireplace/incinerator, located in the lot’s southeast corner, which dates to circa 1900. The home served as Smith’s principal residence until his retirement circa 1988, after 50 years of architectural practice in Southern California;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on ~~November _____, 2019~~ January 1, 2020 and shall remain in effect for a

minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. **AUTOMATIC RENEWAL.** Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one year for each anniversary date of the Agreement unless otherwise specific herein.

3. **APPEAL OF NOTICE OF NON-RENEWAL.** The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

4. **STANDARDS FOR HISTORIC PROPERTY.**

- a. Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit "C" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which shall apply to such property throughout the term of this agreement.
- b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as Exhibit "D".

~~CONFORMANCE WITH NATIONAL STANDARDS. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property and all work associated with thereto shall be subject to comply with the recommendations of the Cultural Heritage Commission and, shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, attached hereto marked "Exhibit D". Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.~~

5. **LIMITATIONS.** Under Section 2.68(b)(1)(C)(iii)-(v), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have

financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

6. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the Historic Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this agreement.

~~The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. During the term of this Agreement, after five years, and every five years thereafter, the City, County of Los Angeles, or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract Agreement.~~

7. PROVISION OF COMPLIANCE INFORMATION. The owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the owner shall agree to provide to the City on the third anniversary date of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

~~REPORTS. The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in this Agreement.~~

8. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

9. BINDING EFFECT OF CONTRACT. This Agreement shall be binding on all successors-in interest of the owner to the benefits and burdens of this Agreement. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 *et seq.*, may cancel this Agreement if City

determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 4 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 *et seq.*, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.

In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

Should owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Director of Planning and Building
1414 Mission Street
South Pasadena, California 91030

Owner: Mark and Gail Wilson
209 Beacon Avenue
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent,

employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. **BINDING UPON SUCCESSORS.** All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. **LEGAL COSTS.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. **EMINENT DOMAIN PROCEDURES.** Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than thirty (30) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

Date: _____

By: _____
MAYOR

Attest:

CITY CLERK

Approved as to Form:

CITY ATTORNEY

Date: _____

Date: _____

Mark Wilson, Owner

Date: _____

Gail Wilson, Owner

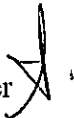




**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager 

From: Joanna Hankamer, Planning and Community Development Director 
Kanika Kith, Interim Senior Planner 

Re: November 20, 2019, City Council Meeting Item No. 18 Additional Document – Approval of a Mills Act Contract for Property Located at 320 Grand Avenue, Landmark No. 54, Koebig House

Attached is an additional document to revise the Mills Act Contract to include the following corrections, revisions, and clarifications:

- Section 1. Corrected the contract effective date to January 1, 2020.
- Section 4. Deleted and replaced the “Conformance with National Standards” language with “Standards for Historic Property” language to expand and clarify expectations for conformance with standards of historic properties regarding rehabilitation, restoration, maintenance, and timeline for completion.
- Section 6. Deleted and replaced the language for the “Inspections” section to provide greater clarity and to allow inspections for compliance on an as-needed basis rather than every 5 years.
- Section 7. Deleted and replaced the “Reports” language with “Provision of Compliance Information” to allow a more broad set of information from which to determine compliance.
- Section 12. Added additional language to the “Enforcement of Agreement” section regarding notice of breach of contract; a process and timeline to cure a breach; and an allowance for declaring default for purposes of enforcement.

MILLS ACT CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this ___th day of November 2019, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation (“City”), and William and Teresa Sherman (“Owners”).

RECITALS

(i) California Government Code Section 50280 *et seq.*, authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 320 Grand Avenue, South Pasadena, California, Assessor’s Parcel Number 5317-040-008 (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as “Exhibit A” and is incorporated herein as if fully set forth;

(iii) The Historic Property is identified as City Landmark No. 54 known as the Koebig House, designated a local landmark on December 5, 2018, attached hereto marked “Exhibit B”. The English Revival style house featuring high pitched roofs, open gables and dormers, and local stone and bricks. The house was constructed in 1927 and was designed by a nationally known architect, H. Roy Kelley, for an orthopedic surgeon, Walter C.S. Koebig. In February 1929, the house was featured in *House Beautiful* magazine as the winner of the “small house” competition. The magazine described the house as “...has a straightforward simplicity that is very delightful and a beautifully textured wall surface obtained by the use of small pieces of stratified rock, ranging in color from warm buff to brown, and selected brick roughly laid.” In 1931, Kelley was appointed by President Hoover to the Presidential Advisory Commission on Home Building. In 1937, *Life* magazine commissioned Kelley to design a “model home for all the nation.”;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on ~~November _____, 2019~~ January 1, 2020 and shall remain in effect for a

minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. **AUTOMATIC RENEWAL.** Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one year for each anniversary date of the Agreement unless otherwise specific herein.

3. **APPEAL OF NOTICE OF NON-RENEWAL.** The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

4. **STANDARDS FOR HISTORIC PROPERTY.**

- a. Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit "C" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which shall apply to such property throughout the term of this agreement.
- b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as Exhibit "D".

~~CONFORMANCE WITH NATIONAL STANDARDS. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property and all work associated with thereto shall be subject to comply with the recommendations of the Cultural Heritage Commission and, shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, attached hereto marked "Exhibit D". Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.~~

5. **LIMITATIONS.** Under Section 2.68(b)(1)(C)(iii)-(v), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have

financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

6. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the Historic Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this agreement.

~~The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. During the term of this Agreement, after five years, and every five years thereafter, the City, County of Los Angeles, or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract Agreement.~~

7. PROVISION OF COMPLIANCE INFORMATION. The owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the owner shall agree to provide to the City on the third anniversary date of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

~~REPORTS. The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in this Agreement.~~

8. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

9. BINDING EFFECT OF CONTRACT. This Agreement shall be binding on all successors-in interest of the owner to the benefits and burdens of this Agreement. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 *et seq.*, may cancel this Agreement if City

determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 4 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 *et seq.*, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.

In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

Should owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Director of Planning and Building
1414 Mission Street
South Pasadena, California 91030

Owner: William and Teresa Sherman
320 Grand Avenue
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent,

employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. **BINDING UPON SUCCESSORS.** All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. **LEGAL COSTS.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. **EMINENT DOMAIN PROCEDURES.** Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than thirty (30) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

Date: _____

By: _____
MAYOR

Attest:

CITY CLERK

Approved as to Form:

CITY ATTORNEY

Date: _____

Date: _____

William Sherman, Owner

Date: _____

Teresa Sherman, Owner



**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager *SD*

From: Joanna Hankamer, Planning and Community Development Director *JH*
Kanika Kith, Interim Senior Planner *KK*

Re: November 20, 2019, City Council Meeting Item No. 19 Additional Document – Approval of a Mills Act Contract for Property Located at 915 Palm Avenue

Attached is an additional document to revise the Mills Act Contract to include the following corrections, revisions, and clarifications:

- Section 1. Corrected the contract effective date to January 1, 2020.
- Section 4. Deleted and replaced the “Conformance with National Standards” language with “Standards for Historic Property” language to expand and clarify expectations for conformance with standards of historic properties regarding rehabilitation, restoration, maintenance, and timeline for completion.
- Section 6. Deleted and replaced the language for the “Inspections” section to provide greater clarity and to allow inspections for compliance on an as-needed basis rather than every 5 years.
- Section 7. Deleted and replaced the “Reports” language with “Provision of Compliance Information” to allow a more broad set of information from which to determine compliance.
- Section 12. Added additional language to the “Enforcement of Agreement” section regarding notice of breach of contract; a process and timeline to cure a breach; and an allowance for declaring default for purposes of enforcement.

MILLS ACT CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this ____th day of November 2019, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation (“City”), and Stefani Williams and Dino Pierone (“Owners”).

RECITALS

(i) California Government Code Section 50280 *et seq.*, authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 915 Palm Avenue, South Pasadena, California, Assessor’s Parcel Number 5313-008-025 (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as “Exhibit A” and is incorporated herein as if fully set forth;

(iii) The Historic Property is a contributor to a designated historic district known as the El Centro-Indiana-Palm District, attached hereto marked “Exhibit B”. The El Centro-Indiana-Palm District, located west of the City’s original commercial center, was the city’s first designated residential historic district. This district has a high concentration of the late 19th and early 20th century buildings. Architecturally, the buildings chronicle the evolution of design from the Queen Anne through the revival styles;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on ~~November _____, 2019~~ **January 1, 2020** and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one year for each anniversary date of the Agreement unless otherwise specific herein.

3. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

4. STANDARDS FOR HISTORIC PROPERTY.

- a. Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit "C" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which shall apply to such property throughout the term of this Agreement.
- b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as Exhibit "D".

~~CONFORMANCE WITH NATIONAL STANDARDS. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property and all work associated with thereto shall be subject to comply with the recommendations of the Cultural Heritage Commission and, shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, attached hereto marked "Exhibit D". Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.~~

5. LIMITATIONS. Under Section 2.68(b)(1)(C)(iii)-(v), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

6. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior

of the Historic Property by representatives of the Historic Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this Agreement.

~~The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. During the term of this Agreement, after five years, and every five years thereafter, the City, County of Los Angeles, or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract Agreement.~~

7. **PROVISION OF COMPLIANCE INFORMATION.** The owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the owner shall agree to provide to the City on the third anniversary date of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

~~**REPORTS.** The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in this Agreement.~~

8. **NON-RENEWAL.** If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

9. **BINDING EFFECT OF CONTRACT.** This Agreement shall be binding on all successors-in interest of the owner to the benefits and burdens of this Agreement. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. **CANCELLATION.** City following a duly noticed public hearing as set forth in California Code Section 50280 *et seq.*, may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 4 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to

damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 *et seq.*, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.

In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

Should owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Director of Planning and Building
1414 Mission Street
South Pasadena, California 91030

Owner: Stefani Williams and Dino Pierone
915 Palm Avenue
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. **BINDING UPON SUCCESSORS.** All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. **LEGAL COSTS.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. **EMINENT DOMAIN PROCEDURES.** Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. **RECORDATION.** No later than thirty (30) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. **AMENDMENTS.** This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

Date: _____

By: _____

MAYOR

Attest:

CITY CLERK

Approved as to Form:

CITY ATTORNEY

Date: _____

Date: _____

Stefani Williams, Owner

Date: _____

Dino Pierone, Owner



**City of South Pasadena
Planning and Community
Development Department**

Memo

Date: November 20, 2019

To: The Honorable City Council

Via: Stephanie DeWolfe, City Manager *[Signature]*

From: Joanna Hankamer, Planning and Community Development Director *[Signature]*
Kanika Kith, Interim Senior Planner *[Signature]*

Re: November 20, 2019, City Council Meeting Item No. 20 Additional Document – Approval of a Mills Act Contract for Property Located at 925 Palm Avenue

Attached is an additional document to revise the Mills Act Contract to include the following corrections, revisions, and clarifications:

- Section 1. Corrected the contract effective date to January 1, 2020.
- Section 4. Deleted and replaced the “Conformance with National Standards” language with “Standards for Historic Property” language to expand and clarify expectations for conformance with standards of historic properties regarding rehabilitation, restoration, maintenance, and timeline for completion.
- Section 6. Deleted and replaced the language for the “Inspections” section to provide greater clarity and to allow inspections for compliance on an as-needed basis rather than every 5 years.
- Section 7. Deleted and replaced the “Reports” language with “Provision of Compliance Information” to allow a more broad set of information from which to determine compliance.
- Section 12. Added additional language to the “Enforcement of Agreement” section regarding notice of breach of contract; a process and timeline to cure a breach; and an allowance for declaring default for purposes of enforcement.

MILLS ACT CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this ____th day of November 2019, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation (“City”), and Christina and Derek Vaughan (“Owners”).

RECITALS

(i) California Government Code Section 50280 *et seq.*, authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 925 Palm Avenue, South Pasadena, California, Assessor’s Parcel Number 5313-008-021 (“Historic Property”). A legal description of the Historic Property is attached hereto, marked as “Exhibit A” and is incorporated herein as if fully set forth;

(iii) The Historic Property is a contributor to a designated historic district known as the El Centro-Indiana-Palm District, attached hereto marked “Exhibit B”. The El Centro-Indiana-Palm District, located west of the City’s original commercial center, was the city’s first designated residential historic district. This district has high concentration of the late 19th and early 20th century buildings. Architecturally, the buildings chronicle the evolution of design from the Queen Anne through the revival styles;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on ~~November _____, 2019~~ January 1, 2020 and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one year for each anniversary date of the Agreement unless otherwise specific herein.

3. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

4. STANDARDS FOR HISTORIC PROPERTY.

- a. Owner shall rehabilitate, preserve and maintain the historically significant characteristics of the Historic Property. Attached hereto, marked as Exhibit "C" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which shall apply to such property throughout the term of this agreement.
- b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historic Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as Exhibit "D".

~~CONFORMANCE WITH NATIONAL STANDARDS. The contract agreement is to assist in the Preservation of the qualifying property; therefore, Restoration and Rehabilitation of the property and all work associated with thereto shall be subject to comply with the recommendations of the Cultural Heritage Commission and, shall conform to the rules and regulations of the State of California Office of Historic Preservation (Department of Parks and Recreation) and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties, attached hereto marked "Exhibit D". Owner shall preserve and maintain the characteristics of historical significance of the Historic Property. Attached hereto marked as "Exhibit C" and incorporated herein as if fully set forth, is a list of those minimum standards and conditions for maintenance, use and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.~~

5. LIMITATIONS. Under Section 2.68(b)(1)(C)(iii)-(v), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

6. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior

of the Historic Property by representatives of the Historic Property by representatives of the County Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this agreement.

~~The owner shall agree to allow periodic examination of the interior and exterior of the premises by the County Assessor, the Department of Parks and Recreation, the State Board of Equalization, and the City, as may be necessary to verify the owner's compliance with the contract agreement, and to provide any information requested to ensure compliance with the contract agreement. During the term of this Agreement, after five years, and every five years thereafter, the City, County of Los Angeles, or City and County shall have the option to inspect the premises to determine the property owner's compliance with the contract Agreement.~~

7. **PROVISION OF COMPLIANCE INFORMATION.** The owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the owner shall agree to provide to the City on the third anniversary date of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

~~REPORTS. The owner shall agree to submit evidence to the City in accordance with the reporting schedule specified in the Mills Act Contract (and at a minimum every three years) to confirm that Preservation tasks were completed in accordance with the time line stipulated in this Agreement.~~

8. **NON-RENEWAL.** If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the owner or the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

9. **BINDING EFFECT OF CONTRACT.** This Agreement shall be binding on all successors-in interest of the owner to the benefits and burdens of this Agreement. The contract shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. **CANCELLATION.** City following a duly noticed public hearing as set forth in California Code Section 50280 *et seq.*, may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 4 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to

damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 *et seq.*, described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement.

In the event of a breach by Owner under the provisions of this agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach.

Should owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property.

Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Director of Planning and Building
1414 Mission Street
South Pasadena, California 91030

Owner: Christina and Derek Vaughan
925 Palm Avenue
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and maintenance of the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property.

18. **BINDING UPON SUCCESSORS.** All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

19. **LEGAL COSTS.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. **SEVERABILITY.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of California.

22. **EMINENT DOMAIN PROCEDURES.** Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will present the portion of land condemned or other land or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition.

If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to the Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. **RECORDATION.** No later than thirty (30) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. **AMENDMENTS.** This Agreement may be amended, in whole or in part, only by written-recorded instrument executed by the parties hereto.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within six (6) months of entering into this Agreement.

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

Date: _____

By: _____
MAYOR

Attest:

CITY CLERK

Approved as to Form:

CITY ATTORNEY

Date: _____

Date: _____

Christina Vaughan, Owner

Date: _____

Derek Vaughan, Owner

Additional Documents

November 20, 2019 Regular City Council Meeting

--

Emailed Public Comments Re. Agenda Item No. 22

Maria Ayala

From: Ryan Jones <ryannjones@gmail.com>
Sent: Tuesday, November 19, 2019 9:23 AM
To: dschneider@southpasadenaca.gov; Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; CCO
Subject: Comment - 11/20 Meeting, Item 22 - Bike Racks

Mayor Khubesrian and City Council,

Thank you for being receptive to the critiques of the proposed bicycle rack types in the last meeting. For tomorrow's meeting, action #22, I would like to comment on bicycle rack *placement*. If our city is going to effectively promote bicycle travel as a green alternative to car trips, it is imperative that we have secure, convenient, and abundant bicycle parking *in business districts*.

The current proposal is a good start, with some new racks sited in these areas, but I believe it fails to maximize the impact of the available funds. Rather than upgrading or expanding bicycle parking in city parks, we should use those funds to greatly increase the availability of bicycle parking along the business corridors. I and many other cyclists would be reluctant to park out of eyesight so it does little good to have racks so infrequently placed in these areas. They need to be abundant to be useful.

I do not believe that additional racks or upgraded racks in city parks is an efficient use of city funds - bicycle parking is less necessary in that context because bicycles typically remain within eyesight of their owners and I, for one, have never seen the available racks completely full at the library or Garfield park, for example.

The city can encourage replacing car trips with bicycle trips if we focus new bicycle parking around businesses. It's these small car trips to the grocery or to restaurants or to any of our many small shops that could more easily be offset with readily available, secure bicycle parking (and some bike infrastructure upgrades, of course, but racks are a great start!) *that is directly in front of the particular establishment*. Where sidewalk space is not available, I encourage the city to consider replacing the occasional car parking space with a bicycle corral and reminding business owners that many more potential patrons can fit in the space taken by a car if they arrive instead by bicycle.

Thank you for your consideration,
Ryan Jones
Resident, South Pasadena

Maria Ayala

From: Megan Lynch <spidra@gmail.com>
Sent: Tuesday, November 19, 2019 8:19 PM
To: Dr. Richard Schneider - Personal; Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; CCO
Subject: Re: South Pasadena's Cycle Racks

Dear Council Members,

It is my understanding that city staff has come back with a "business as usual" recommendation. Climate change is an imminent threat, it's

29 years since the Americans with Disabilities Act was passed, yet city staff is still treating clean transportation as a toy and accessibility of all infrastructure as optional. I cannot express how deeply disappointed I am.

I understand that public entities have purchasing restraints that don't exist for private entities, but surely it should be possible to buy an *accessible* U-rack design before the grant runs out in April 2020. We live in a modern era of instant communication and very rapid freight transportation.

What is absolutely entirely possible by April 2020 is to install the racks in the areas that experienced cyclists who live, work, and/or go to school in South Pasadena want rather than in areas that staff that do not cycle seem dead set on. If clean - truly clean - transportation is not made at least as convenient and subsidized as automobiles are now, we will not be able to stem climate change and this decision will have helped contribute to that.

Because cycles are easier to steal than cars and receive less investigative attention from law enforcement, it is paramount to prevent cycle theft in the first place. That means providing disabled-accessible secure convenient cycle parking near the places people want to go: retail businesses, workplaces, schools, restaurants, and cafes.

Staff can make recommendations, but the City Council was elected and has the final word. Please make the forward-thinking choice that invests in our city and region's clean accessible future.

Thank you,

Megan Lynch

Raised in South Pasadena, schooled in South Pasadena, currently attending grad school at UC Davis

On 11/5/19, Megan Lynch <spidra@gmail.com> wrote:

> Dear Council Members,

>

> Many people think that decisions that help us stem climate change are

> only made on the national or international level. They could not be

> more wrong. Many decisions that affect our climate are made on the

> local level. The effects of climate change are now dramatic enough

> that even non-scientists are seeing them play out in more intense

> fires, a longer fire season, increasing urban heat islands, droughts,

> flooding, etc. Yet much decisionmaking at all levels of US society is

> stuck in the past, or moving along at a very slow pace that will not

> help us stem the tide.

>

> Decisions about cycle racks are decisions that can help us stem
> climate change. Decisions that make it less convenient and easy to
> cycle than to hop in the car will keep us doing the same things that
> got us into this crisis. My understanding is that the current feeling
> in city government is that cycle racks should be near Arroyo Seco
> trails, which enshrines the old attitude that cycling is primarily a
> recreational activity, that cycles are toys. Cycles can be fun, but
> they are transportation. And cyclists want to do their shopping, go to
> school, and go to work at the same places that drivers do. I did an
> informal audit of places I patronized in South Pasadena to compare the
> number of car parking places to cycle parking places. The results
> didn't reveal a town that takes climate change seriously.
>
> For example, Pavilions has approximately 137 auto parking places and 3
> cycle parking spots (in an insecure wheelbender rack). Blaze Pizza,
> which building in recent years underwent a complete overhaul that
> could have included cycle parking, has 19 car spaces and 0 cycle
> parking spaces. Panda Express has 10 auto parking spaces and 0 cycle
> parking.
>
> And it isn't just customers that cycle to South Pasadena businesses.
> Employees do too. Hi Life Burgers has 18 auto spaces and 0 cycle
> spaces. That fact means that employees that cycle often lock their
> bikes to the disabled ramp rails, which is an ADA violation. When
> there is not adequate cycle parking, it unfortunately encourages
> discourteous parking behavior. Good design encourages good behavior by
> choosing a fully accessible U-rack, installing it not too close to
> walls or other barriers, installing it close enough to the destination
> that cyclists can keep an eye on it from inside, and installing enough
> racks that it not just takes care of people currently cycling, but
> encourages people to leave their autos at home and cycle for short
> trips around town.
>
> The decisions you're making now come at a critical time for our region
> and our planet. Please make the wise choice and install cycle corrals
> in the business areas that have narrow sidewalks, and cycle racks in
> other business, work, transit, and school locations. Please choose
> U-racks, which are more accessible to disabled cyclists like me. I
> ride an underseat-steered recumbent, a paraplegic would ride a
> handcycle. These cycle frame designs are not accommodated by rack
> choices geared entirely to upright diamond-frame bikes. Yes, Virginia,
> disabled citizens do cycle and we're entitled to accessible
> infrastructure.
>
> Sincerely,
>
> Megan Lynch
>
> Raised in South Pasadena, schooled in South Pasadena, and currently in
> grad school at UC Davis
>

Maria Ayala

From: Felicia Garcia <feliciasierregarcia@gmail.com>
Sent: Wednesday, November 20, 2019 8:25 AM
To: CCO; Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; Dr. Richard Schneider - Personal
Subject: Bike Parking in downtown South Pasadena

Dear Members of the South Pasadena City Council,

I am an Eagle Rock resident, but often bike through South Pasadena on my way home from work. I like to support local businesses, so I will sometimes stop to grab a bite to eat or a coffee. I also like to visit Videotheque and the local library in South Pasadena. I bike because I want to help contribute to a more sustainable world.

I am writing today to encourage the City to improve the latest draft proposal for citywide bicycle parking. Downtown South Pasadena continues to lack bicycle parking, an overlooked barrier to using a bicycle or scooter as a means of healthy, active mobility for short trips around town. The City's current proposal for new bicycle parking would only partially address this issue by focusing most new bicycle parking in parks and other sites not conveniently located by businesses.

This oversight could be easily addressed by shifting some proposed bike parking from areas where ample parking already exists -- such as Garfield Park and the Arroyo Seco Trail -- to the City's key downtown corridors, especially Fair Oaks Avenue and Mission Street.

I also want to point out that making inverted U racks the standard would be a step in the right direction. It is much easier to lock a bike to one of these racks, as opposed to a pole or a 'hitch' style-rack. When a person shopping or dining arrives to their destination by bike, knowing that their bike is locked in a secure spot makes a huge difference in how much time (and money!) we spend somewhere. Bike parking in the downtown area of South Pasadena is sorely needed, and would make the City more inviting and accessible for those of us who visit by bike.

Thank you for taking this into consideration,
Felicia Garcia

Maria Ayala

From: Wesley Reutimann <wes@activesgv.org>
Sent: Wednesday, November 20, 2019 9:04 AM
To: Diana Mahmud; Robert Joe; Marina Khubesrian; Dr. Richard Schneider - Personal; CCO; Michael Cacciotti
Cc: David Diaz
Subject: Agenda Item 22: Citywide Bicycle Parking
Attachments: 2019.11.19 - SoPas - Agenda Item 22 - Bike Parking.pdf

Good morning,

Please see attached comment letter by ActiveSGV regarding Item #22 on tonight's agenda.

Thank you,

--

Wesley Reutimann

Pronouns: He | His

Special Programs Director

Active San Gabriel Valley

626-529-4615 | wes@activeSGV.org

Follow Us: [Instagram](#) | [Facebook](#) | [Twitter](#)

www.ActiveSGV.org

Join us for the next [626 Golden Streets](#) on Sunday, April 19, 2020!

ActiveSGV's mission to support a more sustainable, equitable, and livable San Gabriel Valley is made possible by individuals like you.

[Join, Renew and/or Donate Today!](#)

November 19, 2019

South Pasadena City Council
1414 Mission St.
South Pasadena, CA 91030

ADVISORY BOARD

RE: Agenda Item 22 - Bike Parking

Vincent Chang, Esq.

Dear members of the South Pasadena City Council,

David Diaz

As a community-based organization committed to making sustainable, healthy forms of mobility safe and feasible for people of all ages and abilities, ActiveSGV urges the City of South Pasadena Council to implement limited bicycle parking funding where it will have the greatest impact. We encourage the City to undertake the following steps, in light of the latest information regarding grant deadlines and purported restrictions:

Rafael Gonzalez

Yvette Martinez

Stephanie Ramirez

1. **Remove a minimum of (25) proposed bike racks from park and other locations with limited demand and/or existing, underutilized bicycle parking.** Staff's current plan proposes installing 75% of new bike parking in areas that do not directly serve local businesses ([map](#)). ActiveSGV recommends that at least 50% of new bike parking be placed adjacent to businesses, given strong community preference for bike parking in these areas.

Wesley Reutimann

Chris Tran

- a. **Arroyo Seco Trail (remove 8)** - 5 Hitch racks are located at this location less than 20' from the 8 proposed new racks. Existing racks are rarely, if ever, used. This location does NOT necessitate additional bicycle parking, let alone 2 parking shelters.
- b. **Garfield Park (4)** - The 8 existing Hitch racks at this location are very lightly used. Staff proposes adding 4 more racks. Additional bicycle parking is not needed at this location.
- c. **Eddie Park (2)** - 4 racks proposed. Based on use at other parks, the small size of this park, and limited park usership, no more than 2 new racks needed.
- d. **Orange Grove Park (2)** - 4 racks proposed. Based on use at other parks, we suggest installing 2 new racks at this location.
- e. **Library (5)** - 10 racks proposed. Based on current use, we recommend only installing 5 racks.
- f. **SPUSD Building (2)** - 5 racks proposed. Location does not serve many local destinations, suggest reducing to 3 racks.

- g. **Marengo Elementary (2)** - 4 racks proposed. Bike parking located off of school grounds is most suitable for parents/guardians, not student use, given higher risk of theft when located off school grounds. We suggest reducing to 2 racks.
- h. **Arroyo Vista Elementary (1)** - 3 racks proposed. Recommend reducing by 1 to provide more parking in business districts.

2. Relocate racks to the City’s key business districts along Mission St., Fair Oaks Ave., and Huntington Dr., including spaces near the following business locations:

- a. Fair Oaks Ave.
 - i. Baskin Robbins / Winchells / Twoheys
 - ii. Starbucks / Jersey Mikes
 - iii. Shakers
 - iv. Bristol Farms
 - v. The Coffee Bean
 - vi. The Canoe House
 - vii. Verizon / Gus’
 - viii. Mamma’s Brick Oven
 - ix. Ai Japanese
- b. Mission Street
 - i. On-Street Bicycle Corral
 - ii. Minimum 1 rack per block, per side

3. Relocate (2) shelters from the Arroyo Seco Trail. There is no documented demand for bicycle parking by the Arroyo Seco Trail. These shelters should be placed where they can provide co-benefits, such as shade to transit users. Business-adjacent locations that upon cursory review have sufficient space for a shelter include in front of KFC on Huntington Drive and South Pasadena Middle School on Fair Oaks Avenue. These locations would benefit from bike parking and currently provide no shade for adjacent transit stops.



Proposed Shelter Location of 2 Shelters (Image: Google Maps)



Potential Shelter Location - Transit Stop in front of Middle School (Image: Google Maps)



Potential Shelter Location - KFC/King Spa/Starbucks on Huntington Dr. (Image: Google Maps)

4. Install a “Cycle Corral” on Mission Street near the Gold Line.

Multiple businesses on the block of Mission Street between Meridian and Diamond have requested but not received bicycle parking over the past two years, including Jones Coffee, Munch Company, Oculus Optometry, Mission Ten Eleven, and Rosebuds and Rosestuds. Since sidewalk space is limited, we strongly recommend converting red curb and/or a space of street parking to a bicycle parking corral.



Sample "Bicycle Corral" with street mural (Image: Google Maps)

- 5. Purchase generic, easier-to-use "Hitch" racks in a higher-visibility color, if there is no way to purchase inverted-U racks.** While far less accessible for users, a Hitch rack without a complex design in the center would be easier to lock to. It would also cost an estimated \$100-\$200 less per unit to fabricate, saving the City limited grant funds. We recommend the use of a brighter, city-consistent color such as orange to make it easier to identify new bicycle parking.

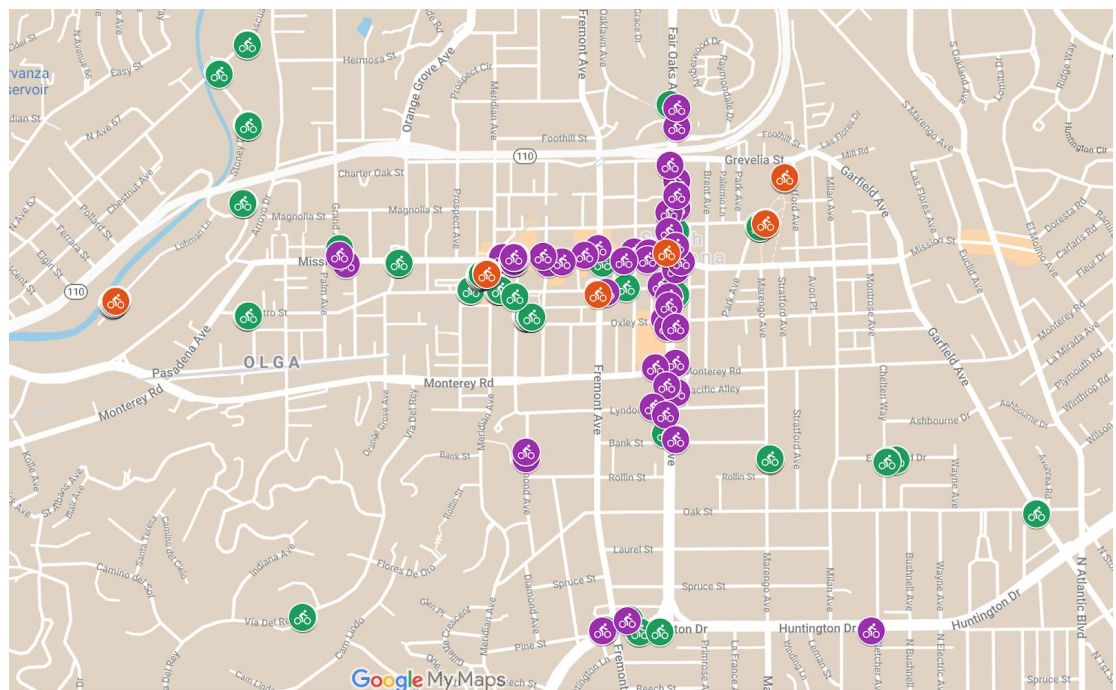


"Hitch" rack without custom design (Image courtesy of School Outfitters.com)

For too long bicycling has been treated by city planners and leaders as a fun recreational activity, not a legitimate form of healthy, low-cost mobility. This mindset has shaped investments in design and planning, with much of the little funding set-aside for bike infrastructure geared towards recreation not transportation. There is no better time than the present to change this perspective, and bring local planning in line with City/Regional/State climate, health, and air quality goals. Many of the issues we face as a region -- worsening air quality, increasing greenhouse emissions from the transportation sector (the #1 source of GHG emissions in the City and state of California at over 40%), and debilitating chronic disease attributed to sedentary lifestyles -- would be positively impacted by making it easier for people to replace short car trips with walking, biking, skating, and scooting trips.

Bicycle-Friendly Business Districts

Staff’s current proposal would install **only 25 of 100 new bike racks in locations directly serving local businesses.** The discrepancy between public requests for bicycle parking in downtown areas and staff’s proposal can be viewed in this [Google Map](#) outlining the locations of **Proposed (green icons), Existing (red icons),** and **Requested (purple icons)** bike parking.



Google Map ([link](#)) of Locations of Proposed New Bike Parking (Green Icons), Requested Bike Parking (Purple Icons), and Existing Bike Parking (Red Icons)

The imbalance between public requests for bike parking and planned installation of new bike parking is particularly stark along the City’s two primary commercial corridors, Fair Oaks Avenue and Mission Street. Along Mission Street, staff has not proposed installing a single bicycle rack that is directly business-serving.*

Along Fair Oaks Avenue, staff proposes installing 12 bicycle racks, while the public has requested at least 25 racks.

- **Mission St.**
 - 0 racks proposed*
 - 23 racks requested
- **Fair Oaks Ave.**
 - 12 racks proposed
 - 25 racks requested

**does not include 4 racks proposed for Orange Grove Park*

Over the past five years ActiveSGV staff has had the opportunity to engage with hundreds of South Pasadena residents regarding active mobility challenges and opportunities in the City, including on the topic of bicycle parking. A summary of requests from these outreach efforts was submitted to South Pasadena Public Works staff on Wednesday, July 17, 2019. The summary highlighted a clear community preference for inverted U bicycle racks and bicycle parking in the City's downtown districts. The communication also provided information on bicycle locker options, given endemic challenges with bicycle theft at Metro stations.

It is unfortunate that these community requests were not incorporated into staff's formal Scope-of-Work change to Caltrans in Fall 2019, which eliminated bicycle lockers from the project. At this time staff could have also requested the use of inverted U racks and additional location modifications. At this junction we hope the City will do its best to correct course to ensure the 2012 bicycle parking grant is implemented as effectively as possible.



David Diaz
Executive Director
david@activeSGV.org

Maria Ayala

From: Boris Suchkov <boris256@gmail.com>
Sent: Wednesday, November 20, 2019 9:08 AM
To: Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; Dr. Richard Schneider - Personal; CCO
Subject: Put bike parking where it's needed

Dear Members of the South Pasadena City Council,

As a local resident who supports a more sustainable, multimodal South Pasadena, I am writing today to encourage the City to improve the latest draft proposal for citywide bicycle parking.

Downtown South Pasadena continues to lack bicycle parking, a barrier to using a bicycle or scooter as a means of healthy, active mobility for short trips around town. The City's current proposal for new bicycle parking would NOT address this issue by focusing most new bicycle parking in parks and other sites outside of the business districts.

This oversight could be easily addressed by shifting some proposed bike parking from areas where ample parking already exists -- such as Garfield Park and the Arroyo Seco Trail -- to the City's key downtown corridors, especially Fair Oaks Avenue and Mission Street.

I find it unacceptable that the rationale presented against providing bike parking where it's needed is that the City may have to rebid the installation contract or that Caltrans, the funder, may not agree to the changes at this stage. Everything can be renegotiated if there is political will to do so. The clear intent of the grant is to provide parking where it is beneficial to commuters and businesses. The City should own up to the mistake and do the right thing - put the bike parking where it is needed and where it will be used - next to businesses in key downtown corridors!

Thank you for your time,

Boris

Maria Ayala

From: Philipp Knopf <info@philippknopf.com>
Sent: Wednesday, November 20, 2019 10:22 AM
To: Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; Dr. Richard Schneider - Personal; CCO
Subject: Bike parking

Dear Members of the South Pasadena City Council,

As a local resident who supports a more sustainable, multimodal South Pasadena, I am writing today to encourage the City to improve the latest draft proposal for citywide bicycle parking.

Downtown South Pasadena continues to lack bicycle parking, a barrier to using a bicycle or scooter as a means of healthy, active mobility for short trips around town. The City's current proposal for new bicycle parking would only partially address this issue by focusing most new bicycle parking in parks and other sites outside of the business districts.

This oversight could be easily addressed by shifting some proposed bike parking from areas where ample parking already exists -- such as [Garfield Park](#) and the Arroyo Seco Trail -- to the City's key downtown corridors, especially Fair Oaks Avenue and Mission Street.

As a one car family with two kids, bicycle infrastructure is crucial to our every day life. It is also important that such infrastructure is put into place where it is most needed, rather than where it seems convenient. For example, I was very excited when construction on the arroyo bike path started. Unfortunately I had to soon find out that the bike path will not connect to any other bike path (keep in mind that the path leading to heritage square is only a stones throw away!) which is a pity. So now we have a quarter mile of a self enclosed bike path that doesn't get us anywhere. I fear that if you move forward with the current proposal for the bike racks the same thing might happen again. We will have amazing bike parking opportunities in places where no one needs them.

Thank you for your time,

Philipp Knopf

Maria Ayala

From: Andrew Yip <andrew.f.yip@gmail.com>
Sent: Wednesday, November 20, 2019 4:08 PM
Cc: Michael Cacciotti; Diana Mahmud; Robert Joe; Marina Khubesrian; Dr. Richard Schneider
- Personal; CCO
Subject: South Pasadena Bike Racks Project - A Disappointment

City Council:

Today I learned that the staff recommendation to City Council on the issue of bike rack placement is to change nothing. This is disappointing and a huge snub of your constituents. Hundreds of thousands of taxpayer dollars from communities not just South Pasadena is being used on an ill-fated project. Sub-par bike racks are to be purchased and placed in locations that are not favorable for people are suppose to use them.

Since South Pasadena has been sitting on this grant since 2014, what happened in between that resulted in this disastrous plan? I would hope the City Council continue to push back on Public Works staff and to take a look at other projects the department is managing.

I hope there is still a chance that the City Council will direct staff to come up with meaningful changes to this project. Otherwise, I only see the thousands of dollars going to waste instead of supporting a more bike-friendly South Pasadena.

Thank you.

--
Warm Regards,
Andrew Fung Yip

Cell: [REDACTED]
Email: andrew.f.yip@gmail.com

Juliana N. Fong



November 7, 2019

Mayor Khubresian and Members of the City Council
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

Re: Climate Action Plan and Green Action Plan

Dear Honorable Mayor and Members of the City Council:

As a South Pasadena Youth Commissioner and the Official Liaison to the Natural Resources and Environment Commission, I strongly advocate for the Climate Action Plan and Green Action Plan. These plans will help our City become a more sustainable place. I urge you to vote "yes" on these plans so that they can be implemented right away!

Thank you for helping protect the environment for my generation and generations to come.

Sincerely,

Juliana Fong
Juliana N. Fong

Please Add to Record