# Additional Documents for the Regular City Council Meeting December 18, 2019

| Item No. | Agenda Item Description | Distributor | Document |
|---|---|---|---|
| 14 | Adoption of an Urgency Ordinance Amending Section 36.350.200 (Residential Uses—Accessory Dwelling Units) of Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Accessory Dwelling Units | Joanna Hankamer, Planning and Community Development Director; Margaret Lin, Manager of Long Range Planning and Economic Development | Memo |
| 15 | Award of Contract for the Preparation of Integrated Water and Wastewater Resources Management Plan to Carollo Engineers, Inc. for a Total Not-to-Exceed Amount of $579,395 for a Period of Two Years | Julian Lee, Deputy Public Works Director | Memo |
| 16 | Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Chosen Course of Action | Tamara Binns, Executive Assistant | Memo – Typographical Error on Ordinance |
| 16 2nd AD | Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Chosen Course of Action | Shahid Abbas, Director of Public Works; Kristine Courdy, Deputy Director of Public Works | Memo – Modified Second Alternative |

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| PC re: 14 | Adoption of an Urgency Ordinance Amending Section 36.350.200 (Residential Uses—Accessory Dwelling Units) of Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code Regarding Accessory Dwelling Units | Public Comment (Various) | E-mails |
| PC re: 16 | Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Chosen Course of Action | Public Comment (Various) | E-mails |

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

# Memo

**Date:** December 17, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Joanna Hankamer, Planning and Community Development Director
Margaret Lin, Manager of Long Range Planning and Economic Development

**Re:** December 18, 2019 City Council Meeting Item No. 14 Additional Document – Adoption of an Urgency Ordinance Amending Section 36.350.200 (Residential Uses – Accessory Dwelling Units) of Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (zoning) of the South Pasadena Municipal Code Regarding Accessory Dwelling Units

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Attached is an additional document which provides revisions to the proposed urgency ordinance. Additions are noted by underlined text and deletions are noted by ~~struck-through~~ text. The following revisions provide further clarification to the ordinance language, reduces ambiguity, and ensures consistency:

Section 2 (Urgency Findings):

> "Section 2. Urgency Findings. The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Accessory Dwelling Unit Ordinance for compliance with Senate Bill No. 13 and Assembly Bill Nos. 68 and 881, which were signed into law on October 9, 2019, and to ensure orderly development and compliance with the goals of the General Plan; without immediate action, the violative provisions of the City's Accessory Dwelling Unit Ordinance would be considered "null and void" on January 1, 2020."

Subsection B (Applications):

> "Pursuant to Government Code Section 65852.2, applications for accessory dwelling units shall be considered ministerially within 60 days of submission of a complete application.

Additional Document
AGENDA ITEM #14
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Accessory dwelling unit applications with other applications for entitlement may be subject to discretionary review."

Subsection D (Location on Site):

"An accessory dwelling unit may be permanently attached to or detached from the primary dwelling on the same lot~~, but~~. An accessory dwelling unit shall not be located above a garage, unless it is a conversion. For purposes of this section, "conversion" means the repurposing of all or a portion of an existing structure as an accessory dwelling unit entirely within the existing structure building envelope and in accordance with all required residential building and construction standards set forth in the applicable California Building Codes."

Subsection H (Entrance Location and Visibility):

"In order to maintain the single-family residential character of the street, ~~the~~ construction of new accessory dwelling units, located within single-family zones, shall be located so that ~~it~~ the entrance is not visible from the public right-of-way. This provision shall not apply to accessory dwelling units located in multi-family zones or conversions."

Subsection J ~~(Exterior Design)~~ (Design Standards):

"~~The accessory dwelling unit exterior shall be consistent with~~ An accessory dwelling unit must comply with the design standards approved by the Director and must conform to the architectural design and materials of the primary dwelling~~, and approved by the Director~~."

Subsection K (Parking):

"A minimum of one covered or uncovered parking space shall be required for each accessory dwelling unit. No accessory dwelling unit shall be allowed unless the primary dwelling is also in compliance with all applicable parking requirements of this Zoning Code. No replacement parking for is required the primary dwelling unit when the existing garage is converted to or demolished to make room for an accessory dwelling unit. No parking will be required for an accessory dwelling unit if:

1. The accessory dwelling unit is located within one-half mile of a bus stop or light rail station;
2. The accessory dwelling unit is within an historic district or potential historic district as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance;
3. The accessory dwelling unit is within the existing primary dwelling or existing accessory structure;
~~4. On-street parking permits are required but not offered to the occupant of the accessory dwelling unit;~~ or…"

Subsection O (Exception):

"Notwithstanding any height, setback, floor area, lot coverage, or design standards under this section or the Zoning Code, an applicant shall be permitted to construct an eight hundred (800) square foot accessory dwelling unit that is at least sixteen (16) feet in height with four (4) foot side and rear yard setbacks."

Subsection ~~O~~P (Junior Accessory Dwelling Units)

Subsection ~~P~~Q (Owner Occupancy Required)

Subsection ~~Q~~R (Permit Termination):

"Permit Termination. An accessory dwelling unit permit validly issued pursuant to this section shall terminate when any one or more of the following occur:

1. The permit is not used within ~~180~~ 360 days from the date of the permit's issuance;

2. The permit has been abandoned or discontinued for ~~180~~ 360 consecutive days…"

Subsection ~~R~~S (Permit Revocation):

"In the event an accessory dwelling unit permit was obtained by fraud or misrepresentation, or a permitted accessory dwelling unit dwelling is used, operated, or maintained in violation of this chapter or applicable state or federal law, or the accessory dwelling unit has been used or is being used in a manner so as to constitute a public nuisance, the Director of Planning and Community Development, on not less than 10 days written notice to the accessory dwelling unit owner, may hold a permit revocation hearing which shall be heard by a hearing officer in accordance with applicable law.

1. The Director and the accessory dwelling unit owner shall each be permitted to present evidence with respect to the proposed permit revocation.

2. The hearing officer shall issue a written decision within 10 days of the conclusion of the hearing. The decision of the hearing officer shall be final.

3. Upon revocation, the accessory dwelling unit shall be removed. However, if at the time or revocation there are tenants occupying the accessory dwelling unit pursuant to a valid and binding rental or lease agreement that is consistent with the provisions of this chapter, such tenants shall be permitted to continue to occupy the accessory dwelling until the expiration or earlier termination of the rental or lease agreement, and upon such expiration or earlier termination the accessory dwelling unit shall be removed.

Nothing herein shall preclude or prevent the city from undertaking any other enforcement action with respect to the accessory dwelling unit which the city is otherwise authorized under this code or applicable state or federal law, including but not limited to the abatement of public nuisances."

Subsection ~~S~~T (Appeals)

**ORDINANCE NO. _____**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING SECTION 36.350.200 (RESIDENTIAL USES—ACCESSORY DWELLING UNITS) OF DIVISION 36.350 (STANDARDS FOR SPECIFIC LAND USES) OF ARTICLE 3 (SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS**

**WHEREAS,** an "accessory dwelling unit" (ADU), also known as a "second unit," is an attached or detached residential dwelling unit which provides complete independent living facilities for one or more persons; and

**WHEREAS,** ADUs may offer a benefit to homeowners in the form of supplementary rental income, which can help many modest income and elderly homeowners afford to remain in their homes; and

**WHEREAS,** ADUs may offer South Pasadena an opportunity to satisfy its regional housing needs while maintaining the community's residential character; and

**WHEREAS,** a housing program goal of the City's 2006-2014 Housing Element Program Performance is to "Facilitate the processing of residential second units in the City as a potential source of affordable housing"; and

**WHEREAS,** on October 9, 2019, Governor Newsom signed into law Senate Bill No. 13 and Assembly Bill Nos. 68 and 881; and

**WHEREAS,** by December 31, 2019, the City must conform Section 36.350.200 to State ADU law to avoid nullification; and

**WHEREAS,** Ordinance No. ___ is statutorily exempt under Section 15282, subdivision (h), of the California Environmental Quality Act ("CEQA") regulations because it adopts "an ordinance regarding second units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Sections 21080.17 of the Public Resources Code"; and

**WHEREAS,** Government Code Section 36937(b) authorizes the City to adopt an ordinance as an urgency measure to protect the public peace, health or safety, containing a declaration of facts constituting the urgency and passed by a four-fifths vote of the City Council.

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

**Section 1.** Recitals. The recitals above are true and correct and incorporated herein by reference.

**Section 2.** Urgency Findings. The City Council finds, pursuant to Government Code Section 36937, that it is necessary to take immediate action to amend the City's existing Accessory Dwelling Unit Ordinance for compliance with Senate Bill No. 13 and Assembly Bill Nos. 68 and 881, which were signed into law on October 9, 2019, and to ensure orderly development and compliance with the goals of the General Plan; without immediate action, the violative provisions of the City's Accessory Dwelling Unit Ordinance would be considered "null and void" on January 1, 2020.

**Section 3.** Municipal Code Amendment. Section 36.350.200 (Residential Uses—Accessory Dwelling Units) of Division 36.350 (Standards for Specific Land Uses) of Article 3 (Site Planning and General Development Standards) of Chapter 36 (Zoning) of the South Pasadena Municipal Code is hereby amended to read as follows, with additions noted by underlined text and deletions noted by ~~struck-through~~ text:

36.350.200 Residential Uses—Accessory Dwelling Units.

A. Applicability. The standards and criteria in this section apply to properties containing single-family or multi-family residences within the RE, RS, ~~and~~ RM, and RH zoning districts. These standards are in addition to all other applicable standards found in this Zoning Code.

B. Applications. Pursuant to Government Code Section 65852.2, applications for ~~second dwelling~~ accessory dwelling units shall be considered ministerially within 60 days of submission of a complete application~~, without discretionary review or a hearing~~. Accessory dwelling unit applications submitted with other applications for entitlements may be subject to discretionary review.

C. ~~Minimum lot area. An accessory dwelling unit may be approved only on a parcel of 12,500 square feet or larger.~~ Ownership. An accessory dwelling unit may not be owned or sold separately from the primary dwelling.

D. Location on site. An accessory dwelling unit may be permanently attached to or detached from the primary dwelling on the same lot. An accessory dwelling unit shall not be located above a garage, unless it is a conversion. For purposes of this section, "conversion" means the repurposing of all or a portion of an existing structure as an accessory dwelling unit entirely within the existing structure building envelope and in accordance with all required residential building and construction standards set forth in the applicable California Building Codes.

E. Height and setback requirements. The maximum height of a detached new accessory dwelling unit shall not exceed 16 feet and shall not be greater than one story. An accessory dwelling unit shall comply with the setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), ~~and shall not exceed 15 feet and one story in height~~ except that no setback shall be required for the

conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction or replacement structures.

F. Floor area. An accessory dwelling unit attached to the primary structure shall have a maximum floor area not to exceed 50 percent of the existing living area (including a basement and attic) of the primary structure, or 1,200 square feet (whichever is less). A detached accessory dwelling unit shall not exceed a maximum of 1,200 square feet. The minimum floor area for a detached or attached accessory dwelling unit shall not be less than 150 square feet pursuant to the State Health and Safety Code for Efficiency Units.

G. Interior facility requirements. An accessory dwelling unit shall provide living quarters independent from the primary dwelling, including living, sleeping, cooking and restroom facilities. An ~~second~~ accessory dwelling unit shall be limited to one bedroom.

H. Entrance location and visibility. An accessory dwelling unit shall have an outdoor entrance separate from the primary dwelling. In order to maintain the single-family residential character of the street, the ~~second~~ construction of new accessory dwelling units, located within single-family zones, shall be located so that ~~it~~ the entrance is not visible from the public right-of-way. This provision shall not apply to accessory dwelling units located in multi-family zones or conversions.

I. Utilities. An accessory dwelling unit shall not have utility services (i.e., an electrical and/or gas meter) separate from the primary dwelling.

J. Design Standards. An accessory dwelling unit must comply with the design standards approved by the Director and must conform to the architectural design and materials of the primary dwelling~~,~~.

K. Parking. A minimum of one covered or uncovered parking space shall be required for each ~~second~~ accessory dwelling unit. No ~~second~~ accessory dwelling unit shall be allowed unless the primary dwelling is also in compliance with all applicable parking requirements of this Zoning Code. No replacement parking is required for the primary dwelling unit when the existing garage is converted or demolished to make room for an accessory dwelling unit. No parking will be required for an accessory dwelling unit if:

1. The accessory dwelling unit is located within one-half mile of a bus stop or light rail station;

2. The accessory dwelling unit is within an historic district or potential historic district as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage Ordinance;

3. The accessory dwelling unit is within the existing primary dwelling or existing accessory structure;

4. ~~On-street parking permits are required but not offered to the occupant of the accessory dwelling unit~~; or

5. There is a car share vehicle located within one block of the accessory dwelling unit.

L. Street address. An accessory dwelling unit shall not have a separate street or unit address than the primary dwelling.

M. Short-term rentals. An accessory dwelling unit may not be rented out for a period of less than 30 days.

N. Multi-family Dwellings.

1. Not more than two detached accessory dwelling units may be located on lots with a multi-family dwelling with the following limitations: (i) the accessory dwelling units maintain four (4) foot side and rear yard setbacks and (ii) the accessory dwelling units are not more than sixteen (16) feet high.

2. Non-living space within the existing building envelope on lots with a multi-family dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with state building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed twenty-five (25) percent of the existing multi-family dwelling units.

O. Exception. Notwithstanding any height, setback, floor area, lot coverage, or design standards under this section or the Zoning Code, an applicant shall be permitted to construct an eight hundred (800) square foot accessory dwelling unit that is at least sixteen (16) feet in height with four (4) foot side and rear yard setbacks.

P. Junior Accessory Dwelling Units.

1. All the requirements under this chapter apply equally to junior accessory dwelling units, unless stated otherwise in this section.

2. "Junior accessory dwelling unit" means a unit that is contained entirely within the walls of a proposed or existing single-family residence which provides living facilities for one or more persons. Junior accessory dwelling units are limited to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

3. The maximum floor area for a junior accessory dwelling unit shall not exceed five hundred (500) square feet.

4. No additional parking is required for a junior accessory dwelling unit.

5. All junior accessory dwelling units shall include, at a minimum, an efficiency kitchen and living area. It may include separate sanitation facilities or may share sanitation facilities with the existing structure. "Efficiency kitchen" means a cooking facility with appliances and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

6. The owner must reside in the primary residence but may choose to reside within the remaining portion of the structure or the newly created junior accessory dwelling unit.

7. The owner must record a deed restriction and file a copy with the City. The deed restriction must include a prohibition on the sale of the junior accessory dwelling unit separate from the sale of the primary residence, including a statement that the deed restriction may be enforced against future purchasers, and a restriction on the size and attributes of the junior accessory dwelling unit that conforms to this chapter.

Q. ~~Owner-occupancy required. The owner of the property shall reside on the property, and a covenant establishing this requirement shall be recorded prior to a final building inspection for the second dwelling unit.~~ Certificate of occupancy. A certificate of occupancy for an accessory dwelling unit shall not be issued before the issuance of a certificate of occupancy for the primary dwelling.

R. Permit Termination. An accessory dwelling unit permit validly issued pursuant to this section shall terminate when any one or more of the following occur:

1. The permit is not used within 360 days from the date of permit's issuance;

2. The permit has been abandoned or discontinued for 360 consecutive days;

3. The accessory dwelling unit owner files a declaration with the Director of Planning and Community Development that the permit has been abandoned or discontinued and the accessory dwelling unit has been removed from the property;

4. The permit has expired by its terms; or

5. The permit has been revoked as provided in this section.

S. Permit Revocation. In the event an accessory dwelling unit permit was obtained by fraud or misrepresentation, or a permitted accessory dwelling unit dwelling is used, operated, or maintained in violation of this chapter or applicable state or federal law, or the accessory dwelling unit has been used or is being used in a manner so as to constitute a public nuisance, the Director of Planning and Community Development, on not less than 10 days written notice to the accessory dwelling unit owner, may hold a permit revocation hearing which shall be heard by a hearing officer in accordance with applicable law.

1. The Director and the accessory dwelling unit owner shall each be permitted to present evidence with respect to the proposed permit revocation.
2. The hearing officer shall issue a written decision within 10 days of the conclusion of the hearing. The decision of the hearing officer shall be final.
3. Upon revocation, the accessory dwelling unit shall be removed. However, if at the time of revocation there are tenants occupying the accessory dwelling unit pursuant to a valid and binding rental or lease agreement that is consistent with the provisions of this chapter, such tenants shall be permitted to continue to occupy the accessory dwelling unit until the expiration or earlier termination of the rental or lease agreement, and upon such expiration or earlier termination the accessory dwelling unit shall be removed.

Nothing herein shall preclude or prevent the city from undertaking any other enforcement action with respect to the accessory dwelling unit which the city is otherwise authorized under this code or applicable state or federal law, including but not limited to the abatement of public nuisances.

T. ~~Appeals. The decision of the Director is final and is not appealable.~~ Fees.

1. An accessory dwelling unit application must be submitted to the city along with the appropriate fee as established by the city council by resolution in accordance with applicable law.

2. The City may impose a fee on the applicant in connection with approval of an accessory dwelling unit for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code sections 65852.2(f)(1) and 66000(b).

3. The City will not consider an accessory dwelling unit to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

4. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

**Section 4.** CEQA. The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that Ordinance No. ___ is statutorily exempt under Section 15282, Subdivision (h), of the California Environmental Quality Act ("CEQA") regulations because it adopts "an ordinance regarding accessory dwelling units in a single-family or multifamily residential zone by a city or county to implement the provisions of Sections 65852.1 and 65852.2 of the Government Code as set forth in Sections 21080.17 of the Public Resources Code."

**Section 5.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

**Section 6.** Recording. The City Clerk shall submit a copy of this Urgency Ordinance to the California Department of Housing and Community Development within 60 days of its adoption pursuant to Government Code section 65852.2, subdivision (h).

**Section 7.** Immediate Effect. This Urgency Ordinance is adopted by 4/5 vote of the City Council and shall take effect immediately pursuant to Government Code section 36937.

**Section 8.** Certification. The City Clerk shall cause this Urgency Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Urgency Ordinance, and shall cause this Urgency Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published or posted in the manner prescribed by law.

**PASSED, APPROVED, and ADOPTED on this 18th day of December, 2019.**

_____
Robert S. Joe, Mayor

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS:
CITY OF SOUTH PASADENA )

I, Evelyn G. Zneimer, City Clerk of the City of South Pasadena, hereby certify that the foregoing Ordinance No. ____ was approved and adopted by said Council at its regular meeting held on the 18th day of December, 2019 by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Maria A. Ayala, City Clerk

**City of South Pasadena**
**Public Works Department**

# Memo

**Date:** December 18, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Julian Lee, Deputy Public Work Director

**Re:** December 18, 2019 City Council Meeting Item No. 15 Additional Document – Award of Contract for the Preparation of Integrated Water and Wastewater Resources Management Plan to Carollo Engineers, Inc. for a Total Not-to-Exceed Amount of $579,395 for a Period of Two Years

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Attached are redlined changes to Attachment 2 Agreement with Carollo and Exhibit A – Scope of Services, correcting the termination of the contract date from December 31, 2021 to December 31, 2020.

Additional Document
AGENDA ITEM No. 15
12/18/19 Regular City
Council Meeting

**PROFESSIONAL SERVICES AGREEMENT**
**FOR CONSULTANT SERVICES**

**(City of South Pasadena / Carollo Engineers, Inc.)**

## 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant").

## 2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Preparation of Integrated Water and Wastewater Resources Management Plan.**

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

## 3. DEFINITIONS

3.1. "Scope of Services": Such professional services as are set forth in Consultant's proposal dated September 30, 2019 to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Julian Lee, Deputy Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement

shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is **Five Hundred Twenty-Six Thousand Seven Hundred Twenty-Three Dollars ($526,723)**.

3.5. "Commencement Date": **January 1, 2020**

3.6. "Termination Date": ~~**December 31, 2021**~~ **December 31, 2020**

## 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

## 5. CONSULTANT'S DUTIES

5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached

eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Inge Wiersema, Chief of Water Resources** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this

Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

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

## 6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing

services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this

Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A: VII showing. The Certificate of Insurance must include the following reference: **Preparation of Integrated Water and Wastewater Resources Management Plan.**
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: $2,000,000 per occurrence, $4,000,000 aggregate

- General Liability:

- General Aggregate: $4,000,000
- Products Comp/Op Aggregate $4,000,000
- Personal & Advertising Injury $2,000,000
- Each Occurrence $2,000,000
- Fire Damage (any one fire) $ 100,000
- Medical Expense (any 1 person) $ 10,000

- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident $1,000,000
  - EL Disease - Policy Limit $1,000,000
  - EL Disease - Each Employee $1,000,000

- Automobile Liability
  - Any vehicle, combined single limit $1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the

commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Julian Lee, Deputy Public Works Director, 1414 Mission Street, South Pasadena, CA 91030.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductables and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

## 13. MUTUAL COOPERATION

13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Julian Lee
City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Inge Wiersema
Carollo Engineers, Inc.
707 Wilshire Boulevard, Suite 3920
Los Angeles, California 90017
Telephone: (213) 489-1587
Facsimile: (213) 572-0361

With courtesy copy to:

Teresa L. Highsmith, Esq.
South Pasadena City Attorney
Colantuono, Highsmith &
Whatley, PC
790 E. Colorado Blvd. Ste. 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments

hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of South Pasadena

By:_____
*Signature*

Printed:_____

Title:_____

Date:_____

"Consultant"
Carollo Engineers, Inc.

By:_____
*Signature*

Printed:_____

Title:_____

Date:_____

**Attest:**

By:_____
Maria E. Ayala, Chief City Clerk

Date:_ _____

**Approved as to form:**

By:_____
Teresa L. Highsmith, City Attorney

Date:_____

## Scope of Services

### Project Purpose:

Carollo Engineers, Inc. (Carollo) will provide engineering services to prepare the City of South Pasadena's Integrated Water and Wastewater Resources Management Plan (IWWRMP), which will include an integrated plan for potable water, recycled/non-potable water, sewer, and stormwater management/services. Upon completion, the IWWMP will holistically characterize the City's various water resources, as well as identify short- and long-term water operation and management strategies to better cope with future changing water supply sources, weather fluctuations, and commodity values

### Scope of Work:

Carollo will perform the following engineering services:

1. Project Management

Carollo will perform project management and administration activities throughout the duration of the project. Project administration consists of project setup and document control, monthly monitoring of schedule and budget, monthly invoicing, and project close-out activities. Specific work activities will consist of project administration, progress reports, and quality control.

2. Potable and Recycled Water Master Plan

Carollo will coordinate with City staff to prepare Potable and Recycled Water Master Plan including following tasks:

- Collect and review relevant documents, GIS data, operational records, billing data, production records, water supply information, existing asset management programs, and other pertinent data related to update of the IWWRMP.
- Create a facility inventory of the City's potable water tanks, pump stations, control valves, and emergency interconnections and evaluate the existing condition of the facilities and to make recommendations for modifications and improvements at the facilities ~~based on visual inspection~~.
- Update the existing water hydraulic model to current conditions and will update the City's water system GIS database with new construction and modifications made to the water system since the GIS was last updated.
- Collect information on planned rate of growth from the City and from Southern California Association of Governments (SCAG) to project populations.
- Overlay the population projections in GIS using land use data, aerial photography, pressure zone, and sewershed boundaries.
- Analyze the City's existing water demand using historical billing data, historical water production records from calendar year 2019, SCADA data from calibration day, and sewer flow generation rates, to calculate the portable water demand patterns.
- Identify the top 20 potential recycled water customers within the City's service area by evaluating the historical billing records, land use map, specific plans, aerial maps, and previous planning documents.

- Evaluate two potential sources of recycled water (PWP and Upper District) for the City. Based on the list of potential recycled water customers
- Review data concerning existing and future imported water, recycled water, and groundwater recharge plans and future opportunities for changes in the City's water supply mix will be identified and summarized.
- Utilize the hydraulic model to evaluate the water system under a variety of demand conditions.
- Develop an age-based water system facility maintenance and pipeline replacement and rehabilitation (R&R) plan.
- Develop planning-level unit construction costs for infrastructure components to be discussed and finalized with City staff for the development of the water and recycled water CIPs.

3. Stormwater Master Plan

Carollo will coordinate with City staff to prepare Stormwater Master Plan including following tasks:

- Review County's existing stormwater/drainage system data and the latest City's stormwater project concepts that are currently under development pursuant to the Los Angeles County MS4 Permit requirements and identify future regional stormwater capture projects in the Main Basin/Raymond Basin that can contribute to groundwater recharge.
- Review the ULAR EWMP and the Rio Hondo/San Gabriel River EWMP for stormwater capture and infiltration projects proposed within the City limits.
- Develop a GIS-based file of existing drainage system and stormwater mitigation projects and update the City's existing stormwater system GIS database with new construction and modifications made to the water system since the GIS was last updated.

4. Sewer System Master Plan and Sanitary Sewer Management Plan (SSMP)

Carollo will coordinate with City staff to prepare Sewer System Master Plan and SSMP including following tasks:

- Review the condition assessment index scoring of the recently completed citywide CCTV inspection of pipeline that have not been replaced during the major R&R effort of 2014-2017.
- Conduct a desk top analysis of the City's pipelines to determine high priority areas for new CCTV inspection and/or replacement.
- Update the City's sewer system GIS database with new construction and modifications made to the sewer system since the GIS was last updated.
- Create a hydraulic computer model of the City's sewer collection system and its lift station facilities.
- Develop base sanitary flows for both near-term (year 2025 or 2030) and long-term (year 2050) conditions and perform a hydraulic capacity analysis under the design storm for each basin using the calibrated model, and projected peak flow rates and system expansion.
- Develop planning-level unit construction costs for infrastructure components to be discussed and finalized with City staff for the development of the sewer system CIPs.

- Update the City's SSMP to be in compliance with all regulatory requirements consisting of following:
    - Organization Structure in charge of Sanitary Sewer Overflows (SSOs)
    - Legal Authority
    - Operation and Maintenance (O&M)
    - Overflow Emergency Response Plan
    - Fats, Oils, and Grease (FOG) Control Program
    - Design and Performance Provisions.
    - System Evaluation and Capacity Assurances Plan (e.g. CIP)
    - Monitoring, Measurement, and Program Modifications
    - SSMP Program Audits
    - Communication Program
- Provide a training course to City staff on updates made to the SSMP and in the use of the water system hydraulic model.

5. GIS System and CIP Integration

Carollo will coordinate with City staff to assist in GIS System and CIP Integration including following tasks:

- Integrate the potable water, recycled water, stormwater, and wastewater system GIS files into a common platform (e.g. google earth or similar) and provide necessary training to the City staff.
- Integrate water, sewer, and recycled water CIPs into a single master CIP.
- Develop a financial plan that encompasses revenue sources and funding strategies for sustainable future CIP and on-going operational/maintenance requirements.

6. Integrated Water and Wastewater Resources Management Plan Report

Carollo will coordinate with City staff to prepare finalized Integrated Water and Wastewater Resources Management Plan Report including following tasks:

- Compile the work conducted in previous tasks into the Draft IWWRMP report that will summarize the assumptions, analysis criteria, report findings, and recommendations of the City's system facilities evaluations.
- Incorporate one set of consolidated comments, preferably provided in electronic format using Track Changes in the word version of the report chapters supplemented by manual/electronic mark-ups on maps and figures.

Period of Performance:
January 1, 2020 through ~~December 31, 2021~~ December 31, 2020

**City of South Pasadena**
**Management Services**

# Memo

**Date:** December 18, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Tamara Binns, Executive Assistant

**Re:** December 18, 2019, City Council Meeting Item No. 16 Additional Document – Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Course of Action

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Attached is an additional document which provides a correction to a typographical error to the proposed Ordinance establishing a Mobility and Infrastructure Commission.

~~**2.79-2 Responsibilities.**~~
~~It shall be the responsibility of the Mobility and Infrastructure Commission to serve in an advisory capacity to the City Council, as directed by the City Council or City Manager, on policies regarding:~~

~~(a) Mobility (traffic flow, active transportation, transit, mobility, regional transportation plans, and parking), infrastructure (parking management, sewer, , and utility management (Pavement Management Plan;~~
~~(b) Advise the capital improvement program;~~
~~(c) To provide input on capital improvement programs and long-term infrastructure maintenance and repair programs; and~~
~~(d) To provide policy recommendations on mobility projects and programs as directed by the city manager or the city council, including but not limited to transportation planning, bicycle and pedestrian policies, goods movement, charging and fueling infrastructure, vehicles, public transit, ridesharing, parking, sidewalks and streets.~~

Additional Document
AGENDA ITEM #16
12/18/19 Regular City
Council Meeting

**2.79-2 Responsibilities.**
It shall be the responsibility of the mobility and infrastructure commission:

(a) To advise the city council on policy matters related to transportation and mobility including traffic management plans, transit, multi-modal transportation and active transportation, evolving transportation and mobility technologies, parking management, and regional transportation matters;
(b) To advise the city council on regional transportation and infrastructure funding and planning;
(c) To advise the city council on policy matters related to water utility infrastructure;
(d) To provide input on infrastructure policies and plans such as the CIP, Integrated Water Resource Plan, Active Transportation Plan, etc.; and
(e) To provide a forum for community input on mobility and infrastructure topics.

**SECTION 7.** 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.

**SECTION 7.** This ordinance shall take effect thirty (30) days after its final passage.

**City of South Pasadena**
**Public Works Department**

# Memo

**Date:** December 18, 2019

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Shahid Abbas, Director of Public Works
Kristine Courdy, Deputy Director of Public Works

**Re:** December 18, 2019, City Council Meeting Item No. 16 Additional Document – Consider Alternatives to Either Merge the Public Works Commission and the Freeway and Transportation Commission or to Continue Both as Permanent Bodies; and Approve the First Reading of an Ordinance to Implement the Course of Action

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This memo provides a modified second alternative that was presented to Staff this afternoon for the City Council's consideration:

The proposed alternative would restructure the Freeway and Transportation Commission as the Mobility and Infrastructure Commission (MIC), expanding its purview to include a more broad focus on mobility policy and transportation infrastructure; including the development of a framework for expenditure of the $100 million in transportation grant funding. This would consolidate all mobility and transportation policy in one advisory body, eliminating overlap and friction between bodies.

The Public Works Commission (PWC) would be restructured to focus on non-transportation infrastructure including water, sewer, buildings and City facilities. The restructured PWC would advise on the integrated water/wastewater plan and non-transportation portions of the CIP. This structure would allow for a new focus on non-transportation infrastructure and policy that is currently secondary under the existing commission structure.

Because both commissions will have new charges, it may be appropriate to follow the City's protocol for newly formed commission, which allows for each Councilmember to make one

appointment per commission. This approach would ensure an appropriate cross-section of backgrounds and experiences related to the new roles and responsibilities.

Action must be taken tonight to remove the sunset clause for the PWC however, language setting forth the new charges can be adopted in January. If the Council chooses this alternative, the following action must be taken:

1) Read by title only for first reading, waiving further reading, of an Ordinance amending Article IVK (Public Works Commission) of SPMC Chapter 2 to repeal Section 2.79-6 Sunset to establish the PWC as a permanent commission; and
2) Direct Staff to return with amendments to the Municipal Code to restructure the titles and roles/responsibilities of the two commissions per Council direction.

# Additional Documents
# Public Comment (Emails)
# Agenda Item No. 14
# 12/18/19 Regular City Council Meeting

## Maria Ayala

**From:** Michael Fazioli <fazioli@mac.com>
**Sent:** Tuesday, December 17, 2019 10:29 AM
**To:** CCO
**Cc:** Stephanie DeWolfe; Joanna Hankamer; Margaret Lin; Teresa Highsmith
**Subject:** Time Sensitive: Emergency ADU Ordinance 12/18/19
**Attachments:** SouthPasadena-ADU HCD letter 022519.pdf; ATT00001.htm; AB881 Section 1.5 on ADU effective 2020.pdf; ATT00002.htm

Honorable Council Members:

This Wednesday, you will consider a revised ADU 'emergency' ordinance to avoid existing local code being null and void as of January 1st. Yet, the proposal itself, as now drafted, appears to be non-compliant, and that non-compliance will also make the ordinance null and void as of January 1st. Please consider amending Wednesdays new ordinance language to remove the risk of being deemed non-compliant.

A primary concern is that the proposed ordinance revisions misses the boat on lifting restrictions prohibited by state law. Silence on these matters coupled with a blanket provision that all city zinging codes apply to ADU's is very problematic. Specifically, State law will provide that existing space as well as new construction 800 s.f. or less projects may not be denied based on certain zoning standards that are generally applied to permit applications. Although the City may apply zoning standards such as floor area ratio to new construction ADUs of say 1200 s.f, (or less if locally chosen), the following standards may not be applied to existing or small 800 s.f. projects: percentage of primary dwelling, lot coverage, floor area ratio open space, and lot size restrictions. The draft ordinance presented for your consideration omits these prohibitions and, in the past, this has prompted Planning Staff to apply all city zoning standards unless explicitly exempted.

Secondarily, HCD has already advised South Pasadena that our existing ordinance already contains non-compliant restrictions and these have inadvertently not been removed from the proposed changes. For example, 'not above a garage', only one story, not visible from the street, lot coverage, one bedroom — HCD has deemed all of these South Pasadena restrictions non-compliant.

As a general comment, prior State code allowed for pretty much automatic approval for ADU's IF created within existing permitted space, meaning not subject to standards intended for new construction. The new State laws for 2020 not only enumerate the sort of zoning codes that may not be applied, but, also expand those relaxed standards to new construction if 800 s.f. or less. The proposed SoPas ordinance is silent on homeowners rights in this regard, that silence being problematic.

Attached for reference is Section 1.5 of AB881 — HCD has written that it is that section that will become operative Code 65852.2 law in January. Also attached is HCD's February 25, 2019, legal notice to South Pasadena of non-compliance standards already imbedded and inadvertently being carried forward in our local code. Based on these two documents, I respectfully ask that the Council consider amending the proposed local ordinance language in order to fully comply with state mandates and avoid being deemed non-compliant as of January. Possible amendments include:

Based on AB881 Section 1.5:

- Conversion projects may be right add 150 s.f. for ingress/egress - I assume for existing upstairs or over garage existing space {(e)(1)(A)(i)}
- Projects (conversion or new construction) of 800 s.f. or less are not subject to percentage of primary dwelling, lot coverage, floor area ratio, open space, and lot size- however, if new construction, subject to 4' setback and 16' height {(c)(2)( C)}
- A JADU may be combined with an ADU {(e) (1)(B)}
- Modify proposed SPMC ordinance section (A) to clarify that 'all other city zoning standards' apply unless prohibited by State law 65852.2 {(a)(5) and (a)(6)}
- Perhaps a summary provision that should a local standard conflict with State law 65852.2, state law takes precedence. {(a)(5) and (a)(6)}

Based on HCD Letter 2/25/19:

- Removing references to the non-compliant phrases: not above a garage', only one story, not visible from the street, lot coverage, one bedroom, etc (HCD 2/25/19 letter)

Thank you for your service and your attention to this matter.

Mike Fazioli
South Pasadena

*attachments:*
*HCD February 25 2019 Notice to South Pasadena*
*AB881 Section 1.5*

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**
**DIVISION OF HOUSING POLICY DEVELOPMENT**
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 25, 2019

David Bergman, Director
Planning and Building Department
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear David Bergman:

**RE: South Pasadena's Accessory Dwelling Unit Ordinance**

The purpose of this letter is to comment on the city's adopted accessory dwelling unit (ADU) ordinance (Ordinance No. 2309). The Department of Housing and Community Development (HCD) is submitting these comments pursuant to Government Code Section 65852.2(h). Our review was facilitated by conversations with you and Darby Whipple, Senior Planner for the City of South Pasadena.

The California legislature found and declared that, among other things, allowing ADUs provides additional rental housing (Gov. Code Section 65852.150). ADUs are an essential component of addressing housing needs in California and include options for family members, friends, students, the elderly, in-home health care providers, people with disabilities, and others.

From this perspective, HCD urges the city to evaluate the impacts of the ordinance and compliance with state law and consider revisions to the adopted ordinance as an opportunity to promote ADUs. For example, the following, although not exhaustive, are potential barriers to the development of ADUs based on a review of the ordinance.

- *Minimum Lot Size*: A minimum lot size standard of 12,500 square feet may unreasonably restrict the ability of homeowners to create ADUs in zones authorized by the adopted ordinance. For example, based on a cursory review of the zoning map, large areas of the city would be immediately ineligible to build an ADU. Given the potential minimum lot size constraint, the city should consider an in-depth analysis to demonstrate the potential for the creation of ADUs and consider a smaller minimum lot size.

- *Converting Existing Space to an ADU*: ADUs created through the conversion of existing space within the primary dwelling, garage or accessory structure must be approved regardless of zoning and development standards (65852.2(e)). For example, ADUs converting existing space do not necessitate a zoning clearance and must not be limited to certain zones or areas or be subject to development standards and other zoning requirements such as, but not limited to, height, lot

size, floor area ratios (FARs), lot coverage, unit size, bedroom limits, landscape, or parking requirements. Provisions that preclude ADUs above garages must also not be applied when an ADU is converting existing space. The city should evaluate its ADU ordinance for compliance with these provisions and make changes as appropriate. HCD welcomes the opportunity to provide sample language and examples of other ordinances in compliance with ADU law.

- *Siting and Visibility from Public Right of Ways:* The adopted ordinance (Section 3(G)) restricts ADU siting to avoid the ADU from being visible from a public right-of-way. This requirement must not be applied to ADUs converting existing space and could be significantly burdensome on the creation of detached, as well as attached ADUs. The city could consider other standards to address potential aesthetic issues and HCD will gladly provide feedback on alternatives.

- *Bedroom Limits*: The city should evaluate bedroom limits as a potential constraint and make revisions as appropriate.

- *Updates to ADU Law*: Please be advised of the new updates to ADU law effective January 1, 2018, with the approval of SB 229 and AB 494. These bills further address potential barriers to the development of ADUs by, among other changes, allowing:
    - replacement parking spaces to be located in any configuration, as a result of a parking structure conversion to an ADU;
    - reducing the maximum number of parking for an ADU to one space;
    - requiring special districts and water corporations to charge a proportional fee scale based on the size of the ADU or its number of plumbing fixtures; and
    - authorizing HCD to review and comment on ADU ordinances.

HCD urges the city to weigh carefully these and other items for burdensome impacts on the development of ADUs. HCD appreciates the city's efforts in the preparation and adoption of the ordinance and welcomes the opportunity to assist the city in revisions and implementation of the ADU ordinance. Please feel free to contact Greg Nickless, of our staff, at (916) 274-6244.

Sincerely,

Paul McDougall
Housing Policy Manager

cc: Stephanie DeWolfe, City Manager

**SEC. 1.5.** Section 65852.2 of the Government Code is amended to read:

**65852.2.**

**(a)**

(1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x)

(I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.
(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

**(b)**

When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the

permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

**(c)**

(1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

**(d)**

Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

**(e)**

(1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C)

(i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

**(f)**

(1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, “impact fee” has the same meaning as the term “fee” is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. “Impact fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

**(g)**

This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

**(h)**

(1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2)

(A) If the department finds that the local agency’s ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3)

(A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

**(i)**

The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

**(j)**

As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(7) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(10) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(11) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

**(k)**

A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

**(l)**

Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

**(m)**

A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

**(n)**

In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:
(1) The accessory dwelling unit was built before January 1, 2020.
(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

**(o)**

This section shall remain in effect only until January 1, 2025, and as of that date is repealed

# Additional Documents
# Public Comment (Emails)
# Agenda Item No. 16
# 12/18/19 Regular City Council Meeting

## Maria Ayala

| | |
|---|---|
| **From:** | D. Shane <WEHOA_402@outlook.com> |
| **Sent:** | Monday, December 16, 2019 8:59 PM |
| **To:** | 'Bob Joe'; Diana Mahmud; Michael Cacciotti - Personal; Dr. Richard Schneider - Personal; Marina Khubesrian |
| **Cc:** | Joanne Nuckols; Kim Hughes; Margaret Lin; Maria Ayala |
| **Subject:** | Comment Letter: Council Agenda Item 16 for City Council Meeting December 18, 2019 |
| **Attachments:** | Public Comment Letter on Proposed Commissions Merger.pdf |

Dear Honorable Mayor and City Council Members:

I am opposed to the proposed merger of the Public Works Commission with the Freeway and Transportation Commission. My public comment letter is attached to this email and provides justifications for maintaining these two commissions as separate entities.

Thank you for the opportunity to comment and please do not merge the two commissions.

Sincerely,

Delaine W. Shane

December 16, 2019

Mayor Robert S. Joe
City Council Members Diana Mahmud, Michael Cacciotti,
Dr. Richard Schneider and Dr. Marina Khusbesrian
South Pasadena City Hall
1414 Mission Street
South Pasadena, CA 91030

**Subject: Comments on Merging the Two Commissions: Council Agenda Item No. 16 on December 18th**

Dear Honorable Mayor Joe and Council Members Mahmud, Cacciotti, Schneider, and Khubesrian:

> Please **SUPPORT** the continuation of the two commissions, the Public Works Commission and the Freeway-Transportation Commission as separate entities.

Each commission provides a distinct and vital role for our community. By potentially merging the two, our city would have fewer commissioners to review critical infrastructure projects and activities, while simultaneously trying to monitor and collaborate on numerous transportation and mobility policy issues at the local, state, and federal levels. The work load for our volunteer commissioners would substantially increase with simply one combined commission and therefore necessitate prioritizing and unnecessarily reducing what could be accomplished on behalf of South Pasadena. This would be of grave consequence to our quality of life.

- If the issue is possible duplication of effort, then the two chairs should collaborate more to ensure that reviews, involvements, and agendas are not duplicative and counterproductive.
- To further reduce duplication of effort, re-examine the mission statements for both commissions and revise as needed. In particular, FTC needs to focus on Caltrans issues (including I110, I210 the 710 stubs), SCAG's and other COGs' mobility plans, Metro plans, etc. to ensure the safe and efficient movement of people and goods through our community. The 710 surface/tunnel route may be dead at this point, but there is so much more that our city faces that deserves a separate commission from PWC.
- Rename FTC to Transportation Commission or Mobility Commission. FYI, both cities of Los Angeles and Pasadena have two commissions each: Public Works and Transportation. These cities also see the value of having two distinct commissions.
- If the issue is cost, it is very simple these days to have apps on cell phones and/or I-pads that can transcribe voice recordings to written text that in turn can be edited. I have also heard that some commissioners would be willing to take brief meeting notes on behalf of the commissions. Either way, this would reduce the involvement of staff time, but still provide transparency for the public.

Thank you for the opportunity to provide public comments on this important Council Agenda item.

Sincerely,

*Delaine W. Shane*

Delaine W. Shane

South Pasadena Resident

wehoa_402@outlook.com

## Maria Ayala

**From:** Abelson, Lawrence <Larry.Abelson@bankofthewest.com>
**Sent:** Tuesday, December 17, 2019 4:04 PM
**To:** City Clerk's Division
**Subject:** City Council Meeting - 12/18/19 - Item No 16 - Input
**Attachments:** FTC PWC Joint Report.PDF

To the Honorable Mayor and Members of the City Council,

I am unfortunately unable to attend this meeting of the City Council due to multiple pressing obligations, but I would like to briefly provide my input on this important agenda item. In May 2017, when I was Chair of the Public Works Commission, I, along Dick Helgeson, Chair of the Freeway and Transportation Commission at the time, signed the attached report. Among other things, we recommended removal of the sunset provision of the Public Works Commission, so that it would become permanent, and an adjustment of the roles and responsibilities of the two commissions to not only bring their purviews more in sync with what each commission actually does but also harmonize the areas where they overlap. I remain of the view that continuation of the two commissions in this fashion is what is best for the City. There is much left to do, and the two commissions meeting separately and together when necessary can continue to provide important input and support for the many important transportation and infrastructure projects and issues coming down the pike. If, however, the City Council decides to proceed with a merger of the two commissions, I would recommend that, like any other new commission, the appointments be distributed among the Councilmembers so that each has an opportunity to nominate a member. The purview of the proposed new Mobility and Infrastructure Commission is in some material ways different than the current codified purview of the existing two commissions. So, simply defaulting to the few remaining members of the existing two commissions may unnecessarily limit the pool of qualified individuals.

Thank you for your consideration,

Larry

**Lawrence Abelson**
Vice President and Senior Counsel, Commercial Workouts

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BANK of the WEST
BNP PARIBAS

Date: May 12, 2017

To: Honorable Mayor and Members of the City Council

From: Lawrence Abelson, Chair, Public Works Commission
Richard Helgeson, Chair Freeway and Transportation Commission

Re: Shared Roles and Responsibilities of the Public Works Commission and the Freeway and Transportation Commission

## Background

At its meeting of July 6, 2016, the City Council (Council) discussed the roles and responsibilities of the Public Works Commission (PWC) and the Freeway and Transportation Commission (FTC) and requested that both commissions meet jointly to make recommendations to the Council.

The two commissions met jointly on November 9, 2016 and on January 17, 2017 and discussed their areas of responsibility under the ordinances that created them. Based on the discussions, this report is submitted. It has been reviewed and approved by both the PWC and the FTC.

## Recommendations

1. That the Council approve an ordinance to make the PWC a permanent commission.
2. That said ordinance not restrict the purview of the PWC to projects over $250,000.
3. That the Council directs the PWC to coordinate with the FTC on any projects formally designated as a Design Advisory Group (DAG) project including the Fair Oaks renovation, the Fremont Calming plan, and the Fair Oaks/SR 110 interchange improvement.
4. That the FTC continue to monitor and advise the City Council regarding those matters set forth in SPMC Sections 2.47 through 2.50, including but not limited to the SR 710 EIR/EIS status, the alternatives proposed or under study for the SR 710 North Project area, and any future developments relating to these matters.

## Discussion

Creation of the PWC:

The PWC was created by Ordinance No. 2238 on November 7, 2012 for a period of six years. The PWC will sunset in November 2018 unless extended by the Council.

Under the current ordinance, the PWC is a five-member body that is responsible for the following:

- Review, recommend and prioritize to the Council all public works capital improvement projects that exceed a total project cost of $250,000;
- Review, recommend and prioritize to the Council any other significant project as selected by the Council, Public Works Department (PWD) staff, or the PWC from a list of capital improvement projects for inclusion in an upcoming capital improvement program;

- Receive regular updates on active capital improvement projects;
- Review and provide input on capital improvement programs and infrastructure maintenance and repair programs;
- Review and recommend policies and programs, including new methods and technologies, to the Council that utilize efficient and cost-effective practices for the public works needs and requirements of the City.

Creation of the FTC:
The FTC was created by Ordinance No. 2211 on December 15, 2010.

Under the current ordinance, the FTC is a five-member body that is responsible for the following:

a) To study and investigate proposals and actions of the California Transportation Commission, Metropolitan Transportation Authority, Southern California Association of Governments, San Gabriel Valley Council of Governments, Caltrans, and other agencies relating to the City's fight against a SR-710 north extension and support a multi-mode/low build alternative; and
b) To support the City's official position by studying and advancing the further development of a multi-mode/low build alternative and capital improvements called for in its implementation; and
c) To analyze legal, financial, and community factors pertaining to planning and implementation of a multi-mode low build alternative in the City; and
d) To conduct studies regarding any "freeway agreement" that may be submitted to the City with respect to freeway design; and
e) To analyze and make recommendations to the Council with regard to Metro Goldline mitigation measures and studies concerning the tunnel proposal for a SR-710 north extension; and
f) To serve as a design advisory group, as originally created and defined by the 1998 Federal Highway Administration's Record of Decision for a SR-710 Freeway Extension (FHWA-CA-EIS-74-15-F) and continued by the City; and
g) To analyze and advise the Council on any other transportation related matter assigned to it by the Council.

Permanent Commission:

It is the opinion of both commissions that the PWC should be a permanent commission, since the need to provide review, recommendations, and priorities for public works projects will be ongoing. There are a number of major public works projects that are proposed in the near future. The PWC can and should continue to provide guidance, support, and recommendations to the Council for these and other capital improvement, traffic safety improvement and maintenance projects.

One of the many strengths of the PWC is that its members have experience in traffic, transportation, street improvement and other fields relating to public works. In addition, since the members reside within the City, they have first-hand experience with and knowledge of public works conditions, projects and needs and therefore are well-situated to hear and understand community concerns and provide information, direction and support for public works projects in the City.

Cost Threshold:

It is the opinion of both commissions that the PWC can provide valuable oversight for public works projects less than the current threshold of $250,000, including traffic signal installations, traffic safety improvements, public works improvements, and neighborhood-related issues that can be addressed through traffic control measures.

Overlapping Projects with the FTC:

There are still public works projects that are considered DAG projects in the City of South Pasadena and are under the purview of the FTC, but whose nature also aligns with the responsibilities of the PWC. Therefore, the PWC recommends that the Council direct the PWC to work jointly with the FTC on active DAG projects.

Richard Helgeson, FTC Chair

Lawrence Abelson, PWC Chair

**Maria Ayala**

**From:** Marina Khubesrian
**Sent:** Wednesday, December 18, 2019 9:21 AM
**To:** Maria Ayala; City Clerk's Division
**Subject:** Fwd: Opportunity to Comment on keeping the Status Quo or Merging the Freeway and Transportation and Public Works Commissions

**From:** Michelle Hammond <michelle.h826@gmail.com>

**Date:** December 17, 2019 at 11:45:09 PM PST
**To:** Marina Khubesrian <docmarinak@gmail.com>
**Subject: Re: Opportunity to Comment on keeping the Status Quo or Merging the Freeway and Transportation and Public Works Commissions**

I recommend merging the Freeway and Transportation and the Public Works Commission would be the wisest action to take moving forward. It will be the most efficient use of resources as well as a way for the city to close the door on the 710 as an issue to further deal with. We need to be in sync with the modern issues facing the city's infrastructure which will have to address a sustainable outlook. Traffic flow should also coincide with a complete street viewpoint in order to keep on target with further reducing our emissions. I also recommend seating one of the commissioners from the newly merged commission on the NREC commission to share overlapping issues and create cohesiveness for a more sustainable city.

Thank you,

Michelle Hammond
Owner, The Munch Company
Transition South Pasadena

Sent from my iPhone

## Maria Ayala

**From:** Brian Bright <elektrojamzz@yahoo.com>
**Sent:** Wednesday, December 18, 2019 10:09 AM
**To:** arroyorj@aol.com; Diana Mahmud; Michael Cacciotti - Personal; Dr. Richard Schneider - Personal; docmarinak@gmail.com
**Cc:** Margaret Lin; Kim Hughes; Joanne Nuckols; City Clerk's Division
**Subject:** Transportation Commission

Dear Honorable Mayor Joe and City Council Members:

I ask that you please support the separation of the Transportation commission and the Public Works commission. The 710 is not officially dead,the 2 legislation bills don't become effective until 1/1/2024.

Metro is still attempting to push more cars down our city streets. The fact that the Director of Metro went against the Metro board's specific instructions that Measure R funds be used for multi modal improvements and intimidated our city government into not submitting ANY multi modal proposals for the nearly $1 billion dollars up for grabs is proof positive of this.

With Pasadena and Alhambra not removing their freeway stubs with Measure R funds, the Transportation commission is as important as ever for continuing the fight to keep our neighboring cities from using South Pasadena's streets as a surreptitious freeway.

Do you remember, in 1976 the City of South Pasadena v. Volpe...likely no, but the takeaways were:

1) CalTrans said that "construction and implementation of the wishbone would not make the handling of traffic any more acute in South Pasadena."

2) CalTrans and Pasadena represented to the court that the "bulk" of the increase in traffic "will be oriented to the Orange Grove Ave. access to the Pasadena freeway."

The Transportation commission does remember, the institutional knowledge is vast and needed to keep up the fight for our city.

I feel that with the push for business development, better coordination between the two commissions may be needed. How that is set up can be worked out, but I don't feel like merging the commissions is the best way to do this. Our city is in a precarious geographic position, and the Transportation commission is vital to allow our city to grow and not get taken advantage of from Alhambra, Pasadena, CalTrans, Metro, etc....

South Pasadena won the battle, but needs to win the war.

Sincerely,

Brian Bright
[redacted]

## Maria Ayala

**From:** Marina Khubesrian
**Sent:** Wednesday, December 18, 2019 3:44 PM
**To:** Maria Ayala
**Subject:** Fwd: Agenda Item 16

Begin forwarded message:

> **From:** Danny Johnson <dannyonarroyo@gmail.com>
> **Date:** December 18, 2019 at 12:14:58 PM PST
> **To:** Marina Khubesrian <mkhubesrian@southpasadenaca.gov>
> **Cc:** Bill Michels <bill.j.michels@gmail.com>, Josefina Leon <josefina.l.johnson@gmail.com>
> **Subject: Re: Agenda Item 16**
>
> Honorable Mayor and City Councilmembers:
>
> We think merging the Freeway and Transportation Commission and Public Works Commission into a new Mobility and Infrastructure Commission makes a lot of sense.
>
> Certainly on our street, the largest challenge we have has as residents is finding a solution to deal with the high rate of speed we see every day on Arroyo Drive, and the negative impact that has on the experience of using the street - on a daily basis, we fear backing out of our driveway and our kids riding bikes on the street, and indeed we have had several collisions because of cars driving way too fast. We believe there are other areas of our wonderful city that have similar problems, such as congestion, lack of pedestrian and bike-friendly environments, etc. We think access to the funds and a Commission to really focus on on these issues could make a world of difference in solving them and making the living experience in South Pasadena better for all.
>
> Also, it seems a Mobility and Infrastructure Commission would also be a logical response to the broader, county-wide emphasis on alternative means of transportation and dealing with increasingly difficult traffic issues. It makes sense for our city to get in front of the issues.
>
> We would love to be involved in the conversation going forward and you can count on us to attend and voice our concerns where helpful.
>
> Thank You,

Families on Arroyo Drive

> Danny and Josefina Johnson
> Bill and Ann Michels
> Alan and Weda Mathias

## Kenia Lopez

**From:** Arcelia Arce <arcelia07@hotmail.com>
**Sent:** Wednesday, December 18, 2019 5:22 PM
**To:** City Clerk's Division
**Subject:** 12/18/19 Council Agenda Item 16

**Follow Up Flag:** Follow up
**Flag Status:** Flagged

I voted to support the merger of the Freeway and Transportation Commission (FTC) with the Public Works Commission because of my belief that the FTC moving forward should be working on mobility issues for South Pasadena residents. In addition I believe staff resources and time would be better spent focusing on supporting one commission rather than two. I have served for two years on the FTC and the majority of the time has been spent discussing issues related to the 710 Freeway. I recently had learned that the Public Works Commission was also working on transportation related issues not associated with the 710. To me this sounded like duplication of efforts for commissioners and staff. With a small organization, it did not seem like the best use of staff resources.

With the passage of the two most recent legislative bills focusing on the 710, it is time for the focus to be on mobility, complete streets and traffic calming for the future of our community. The FTC has heard a lot of testimony from residents asking for support and assistance with traffic calming measures. I believe that focusing on implementing complete streets with attention to reducing short trips around town through improving our infrastructure so that residents feel comfortable taking non motorized trips, would greatly assist their concerns. However, the commission needs to focus on issues like this, and right now, it is not. Our community has the opportunity to make great investments with the funding that is coming through Measure R and M that could help to really transform how residents move about our city, and any commission moving forward should be looking at big picture.

Whatever is decided about the two commissions, I ask that the City Council ensure that the 2020 commissions be looking at mobility and complete streets from a broader perspective. I have lived in South Pasadena for 15 years and in my time living here I have become more aware of the impact that my driving around town has on the larger area. I appreciate the small town feel and the fact that there is a main street, with many of the things I need within a 1-2 mile radius, however it doesn't always feel safe to make these trips via bike or walking. I have lost count of how many times I have almost been hit by a car when I take my morning jogs around town. If people do not feel safe, they will not get out of their vehicles to take the trip to a restaurant or store. Our residents deserve better, they deserve safe and viable alternatives to the car.

I look forward to continuing this dialogue in 2020.

Arcelia Arce