



**Additional Documents List**  
**City Council Meeting**  
**August 19, 2020**  
 (Updated 8/20/2020 at 8:00 a.m.)

Item No.	Agenda Item Description	Distributor	Document
6	Approval of Prepaid Warrants in the Amount of \$177,866.96; General City Warrants in the Amount of \$2,604,430.88; General City Warrant Voids in the Amount of (\$49,029.71); Supplemental ACH Payments in the Amount of \$156,778.25	Karen Aceves, Finance Director	Memo
12	Adoption of a Resolution Approving Application for Urban Counties Per Capita Grant Funds and Approval of Memorandum of Understanding (MOU) with City of Pasadena	Shahid Abbas, Public Works Director Julian Lee, P.E., Deputy Public Works Director	Memo
18	. Public Hearing for First Reading and Introduction of an Ordinance to Add Article IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code	Joanna Hankamer, Director of Planning and Community Development Margaret Lin, Manager of Long Range Planning and Economic Development	Memo
19	Master Lease of Seven Wireless Facilities by Tower Ventures	Sheila Pautsch, Community Service Director	Memo / PowerPoint Presentation
20	Al Fresco Dining and Retail Pilot Program - Phase 2	Joanna Hankamer, Director of Planning and Community Development Margaret Lin, Manager of Long Range Planning and Economic Development	PowerPoint Presentation

21	Authorize Statement of Revenues and Expenditures for Fiscal Year 2020-2021 in Accordance with Government Code Section 53901 and Provide Direction on Budget Process	Karen Aceves, Finance Director	PowerPoint Presentation
22	Discussion of Fremont Avenue Traffic Calming	Shahid Abbas, Public Works Director Kristine Courdy, Deputy Public Works Director	PowerPoint Presentation
23	Discussion of Meridian Traffic Calming Measures	Shahid Abbas, Public Works Director Kristine Courdy, Deputy Public Works Director	PowerPoint Presentation
PC	Public Comment submitted for: <b>Closed Session</b> – Items B and C <b>Special Open Session</b> – Item Nos. 1, 2, and 4 <b>Regular Open Session</b> - General Public Comment; Item Nos. 8, 9, 10, 11, 12, 13, 14, 16, 19, 20, 22, 23, 24, and 25	City Clerk’s Division	Public Comment E-mails



**City of South Pasadena**  
**Finance Department**

# Memo

**Date:** August 19, 2020

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Karen Aceves, Finance Director

**Re:** City Council Meeting Item No. 6  
Approval of Warrants

---

Please find the breakdown of the credit card payments for the August 2020 Umpqua Statement attached.

**Credit Card Tracking Sheet**

**Date :** 8/17/2020  
**Department:** Finance Department  
**Payable to:** UMPQUA Bank - 6443  
P.O. Box 2310  
Spokane, WA 99210-2310

**Vender #:** UMPQVTCF

Date	Vendor Name	Description	Amount
6/3/2020	Chevron Gas Station	Fuel for Motor Officer Jeff Holland	\$ 164.74
6/8/2020	Bluecosmo	Air Time for Emergency Operations	\$ 1,938.18
6/11/2020	Costco	Water Purchase for Fire Dept.	\$ 485.99
6/11/2020	Costco	Water Purchase for Fire Dept.	\$ 485.99
6/18/2020	Direct TV	EOC Communications	\$ 87.70
6/17/2020	Pay Plus Solutions	CalPERS Monthly Subscriptions	\$ 217.00
6/17/2020	Pay Plus Solutions	CalPERS Monthly Subscriptions	\$ 217.00
6/17/2020	Pay Plus Solutions	CalPERS Monthly Subscriptions	\$ 1,000.00
6/25/2020	CurveySense	Face Mask for Library and Community Services	\$ 2,100.00
6/9/2020	Sheriff's Relief Emporium Whi	Blue Magnet Nametags	\$ 82.13
6/11/2020	Into the Smoke	Tri-Blade V2 for Fire Dept.	\$ 187.10
6/26/2020	Duraline Systems Inc.	Wall-Mounted Non- Contact Thermometer	\$ 658.95
6/2/2020	Display2GO	Sign Holder for Physical Distancing Signage	\$ 180.41
6/4/2020	Flickr.com	Annual Local History Collection Flickr Membership	\$ 59.99
6/5/2020	Display2GO	Sign Holder for Physical Distancing Signage	\$ 188.20
6/5/2020	Adobe	Stock Graphics for Signage	\$ 9.99
6/5/2020	Adobe	Stock Graphics for Signage	\$ 9.99
6/17/2020	Gotprint	Printing of Library Takeout Information / Bookmarks	\$ 147.88
6/23/2020	Uline	Library Takeout Brown Paper Bags	\$ 465.43
6/25/2020	Display2GO	Stanchions for Takeout at Library	\$ 505.83
6/3/2020	Evgo Services	Fuel for Dial a Ride	\$ 61.29
6/10/2020	CA Park Rec Society	CPRS Membership for Liliana Torres	\$ 180.00
6/10/2020	CA Park Rec Society	CPRS City of South Pasadena Renewal Fees	\$ 555.00
6/11/2020	Smart & Final	Supplies for Senior Meal Program	\$ 13.19
6/11/2020	Restaurant Depot	Supplies for Senior Meal Program	\$ 220.22
6/25/2020	Restaurant Depot	Supplies for Senior Meal Program	\$ 139.32
<b>Total:</b>			<b>\$ 10,361.52</b>





## City of South Pasadena Public Works

# Memo

**Date:** August 19, 2020

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

**From:** Shahid Abbas, Public Works Director  
Julian Lee, P.E., Deputy Public Works Director

**Re:** August 19, 2020, City Council Meeting Item No. 12 Additional Document -  
Adoption of a Resolution Approving Application for Urban Counties Per Capita  
Grant Funds and Approval of Memorandum of Understanding (MOU) with City  
of Pasadena

---

The City of South Pasadena will coordinate with the City of Pasadena for the submittal of the FY21/22 Safe Clean Water Program (SCWP) project call due in October 15, 2020. The SCWP submittal will seek the matching and additional funding required for the construction of man-made wetlands and related infrastructure to divert a portion of runoff from the Arroyo Seco as a part of *Urban Counties Per Capita Grant Program* from the State of California, Department of Parks and Recreation.

Only if the SCWP application by both South Pasadena and Pasadena is rejected by the Watershed Area Steering Committee, the funds from Arroyo Golf Course/Bike Trail Reserve Fund and Renewable Energy Source Reserve Fund will be utilized for the for Arroyo Seco Water Reuse and Natural Stream Restoration project.



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

# Memo

**Date:** August 19, 2020  
**To:** The Honorable City Council  
**Via:** Stephanie DeWolfe, City Manager  
**From:** Joanna Hankamer, Director of Planning and Community Development  
Margaret Lin, Manager of Long Range Planning and Economic Development  
**Re:** August 19, 2020, City Council Meeting Item No. 18 Additional Document –  
Public Hearing for First Reading and Introduction of an Ordinance to Add Article  
IX (Pool Maintenance) to Chapter 17 (Health and Sanitation) of the South  
Pasadena Municipal Code

---

Attached is an additional document which provides a revised Ordinance that removes language that conflicts with Chapter 1A (Administrative Citations) of the City’s Municipal Code by removing Section 17.103 Administrative Citations, subsection (b), as follows:

“17.103 - Administrative citations.

- (a) The city manager may issue an administrative citation to a responsible person who causes, allows, suffers or permits the presence of an unmaintained pool. Issuance of a citation shall be in accordance with and as provided in chapter 1A.
- (b) ~~Notwithstanding any other provisions in this code, the penalty amount of an administrative citation issued for a violation of this chapter shall be assessed as follows:~~
  - a. ~~For the first administrative citation, the penalty shall be one hundred dollars (\$100.00).~~
  - b. ~~For the second administrative citation, the penalty shall be two hundred dollars (\$200.00).~~
  - c. ~~For the third and subsequent administrative citations, the penalty shall be five hundred dollars (\$500.00).”~~

Chapter 1A (Administrative Citations) states that fines for code violations shall be set forth in the Council adopted fee schedule. For Fiscal Year 2019-20, Administrative Citations have been set at \$515.

Attachment: Revised Ordinance Adding Article IX Pool Maintenance to the SPMC

**ATTACHMENT 1**  
Revised Ordinance Adding Article IX Pool  
Maintenance to the SPMC

**ORDINANCE NO. ???**

**AN ORDINANCE OF THE CITY COUNCIL OF SOUTH PASADENA, CALIFORNIA, ADDING ARTICLE IX (POOL MAINTENANCE) TO CHAPTER 17 (HEALTH AND SANITATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO PREVENT THE SPREAD OF VECTOR-BORNE DISEASES**

**WHEREAS**, the San Gabriel Valley Mosquito and Vector Control District (SGVMVCD) is a special district public health agency that protects residents of the San Gabriel Valley from vector-borne diseases and educates residents regarding important public health information;

**WHEREAS**, an aerial surveillance conducted by SGVMVCD in 2019 discovered 7,486 properties in the San Gabriel Valley had potential unmaintained and non-functional swimming pools, with 1,348 of those swimming pools likely to be breeding grounds for mosquitoes;

**WHEREAS**, SGVMVCD issued a number of notices to those properties, and found some of them to be uncooperative;

**WHEREAS**, SGVMVCD suggested pursuing a collaborative regional swimming pool code enforcement ordinance for its member cities to have formalized administrative procedures to abate a potential public nuisance caused by uncooperative residents;

**WHEREAS**, on October 24, 2019, the San Gabriel Valley Council of Governments (SGVCOG) adopted Resolution 19-46 encouraging its member cities to adopt a collaborative regional swimming pool code enforcement ordinance; and

**WHEREAS**, South Pasadena is a member of SGVMVCD and SGVCOG.

**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 this reference.

**SECTION 2. Text Amendment.** Article IX (Pool Maintenance) of Chapter 17 (Health and Sanitation) of the South Pasadena Municipal Code is added to read as follows:

**ARTICLE IX. POOL MAINTENANCE**

17.95 - Title.

This chapter shall be known as the City of South Pasadena Pool Maintenance ordinance.

17.96 - Findings and purpose.

The city council finds and declares as follows:

- (a) Stagnant sources of water create breeding grounds for mosquitoes, which are capable of transmitting the causative agents of human diseases.
- (b) Inadequately maintained swimming pools are a significant source of stagnant or standing bodies of water within the city.
- (c) It is the purpose and intent of this chapter to protect public health, safety and welfare by developing regulations that will promote the maintenance of swimming pools in the city in a healthful, sanitary and safe condition.
- (d) It is further the purpose and intent of this chapter to establish administrative procedures to cause the swift abatement of inadequately maintained swimming pools.

17.97 - Definitions.

"City" means the city of South Pasadena

"Code" means the South Pasadena Municipal Code, and laws incorporated therein by reference, as well as any adopted and uncodified ordinances.

"City manager" means the South Pasadena city manager and/or his or her authorized designee(s).

"Owner" means and includes any person having legal title to any real property in the city, including all persons shown as owners on the last equalized assessment roll of the county assessor's office. Owner also includes any person with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers.

"Person," for purposes of this chapter, means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, assigns and any public entity or agency that acts as an owner in the city.

"Pool" means any swimming pool, whether above-ground or in-ground. For purposes of this chapter, "pool" also includes any above-ground or in-ground hot tub or spa, ornamental pond, fountain, bird bath, or any other man-made structure or fixture capable of collecting water.

"Property" or "premises" means any privately-owned real property in the city on which a pool, as defined in this chapter, is present.

"Responsible person" means any person, whether an owner as defined in this chapter, or a person who leases, rents, occupies or has charge, control or possession of property, who allows, causes, creates, maintains, suffers or permits the presence of a pool that is not maintained in compliance with the provisions of this chapter, by any act or the omission of an act or duty. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

17.98- Enforcement; administration.

- (a) The city manager is hereby authorized and directed to enforce the provisions of this chapter.

- (b) The city manager is authorized to designate certain city personnel to assist in the enforcement of this chapter. The designees shall have such enforcement powers as are delegated by the city manager.

17.99- Inspections; right of entry.

- (a) The city manager is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter. Authorized inspections shall be limited to exterior portions of premises.
- (b) When it is necessary to make an inspection to enforce the provisions of this chapter, or when the city manager has reasonable cause to believe that there exists on a premises a pool that is not maintained in compliance with the provisions of this chapter, the city manager may enter the premises at reasonable times to inspect.
  - (1) If the property is occupied, the city manager shall, before entering the premises, present proper credentials and request entry, explaining his or her reasons for the inspection.
  - (2) If the property is unoccupied, the city manager shall first make a reasonable effort to locate the owner or other responsible person, as defined in this chapter, and request entry, explaining his or her reasons for the inspection.
  - (3) If consent to entry is refused or otherwise cannot be obtained, the city manager shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including, but not limited to, securing an inspection warrant pursuant to California Code of Civil Procedure Sections 1822.50 through 1822.57.
  - (4) Notwithstanding the foregoing, if the city manager has reasonable cause to believe that a pool is in such a condition as to pose an imminent hazard to public health and safety, the city manager shall have the right to immediately enter and inspect the premises, and may use any reasonable means required to effectuate the entry and inspection.

17.100 - Pool maintenance required; maintenance standards; owners' responsibility.

- (a) Owners, as defined in this chapter, shall, at all times, regularly and continuously maintain a pool in one of the following manners:
  - (1) The pool shall be filtered and treated so the water remains clear and circulating;
  - (2) The pool shall be fully drained and kept dry at all times.
- (b) Any pool that is not maintained in conformance with subsection a. shall be deemed an "unmaintained pool."
- (c) Notwithstanding any provision of a lease or rental agreement, or other occupancy contract or agreement, which assigns pool maintenance duties to a lessee, tenant or occupant, an owner shall be deemed responsible for the regular and continuous maintenance of his or her pool in accordance with subsection a.

17.101 - Violation; public nuisance; penalty.

- (a) The city council finds and declares that it is unlawful for any responsible person, as defined in this chapter, to allow, cause, create, suffer or permit the presence of an unmaintained pool on his or her property.
- (b) The city council finds and declares that an unmaintained pool constitutes a public nuisance subject to abatement.
- (c) Any person violating the provisions of this chapter is subject to the penalty provisions set forth in chapter 24.

17.102 - Abatement; emergency abatement of an imminently hazardous unmaintained pool.

- (a) The city manager may cause an unmaintained pool to be abated, in accordance with the procedures set forth in this article.
- (b) The city manager may seek emergency abatement of an unmaintained pool if it is determined that the pool creates an imminent hazard to public health, safety or welfare. Evidence of an imminently hazardous pool shall include, but not be limited to, the presence of mosquitoes, mosquito larvae, bacterial growth or algae, or water which is unclear, murky, clouded, green or discolored.

17.103 - Administrative citations.

- (a) The city manager may issue an administrative citation to a responsible person who causes, allows, suffers or permits the presence of an unmaintained pool. Issuance of a citation shall be in accordance with and as provided in chapter 1A.

17.104 - Remedies not exclusive.

Any administrative citation pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to abate an unmaintained pool or to seek compensation for damages suffered. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

17.105 - Applicability of other laws.

This chapter is not the exclusive regulation of pool maintenance or penalty for allowing, causing, creating or permitting the presence of an unmaintained pool. It supplements, and is in addition to, other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the city, San Gabriel Valley Mosquito and Vector Control District, state or any other legal entity or agency having jurisdiction, including but not limited to the provisions of Division 3 of the Health and Safety Code (Section 2000, et seq.), as well as administrative regulations adopted pursuant to those laws.

**SECTION 3. Severability.** If any sections, subsections, subdivisions, paragraph, sentence, clause or phrase of this Ordinance or any part hereof or exhibit hereto is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Ordinance or any part thereof or exhibit thereto. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective

of the fact that anyone or more sections, subsections, subdivisions, paragraph, sentences, clauses or phrases be declared invalid.

**SECTION 4. Publication.** The City Clerk shall cause this Ordinance to be published or posted in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance and his/her certification, together with proof of the publication, to be entered in the book of Ordinances of the City Council.

**SECTION 5. Effective Date.** This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code Section 36937.

**PASSED, APPROVED, AND ADOPTED ON** this 5th day of August, 2020

---

Robert S. Joe, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Evelyn G. Zneimer, City Clerk

---

Teresa L. Highsmith, City Attorney

(seal)

**I HEREBY CERTIFY** that the foregoing Ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of August 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**





**City of South Pasadena  
Community Services  
Department**

# Memo

**Date:** August 19, 2020  
**To:** The Honorable City Council  
**Via:** Stephanie DeWolfe, City Manager  
**From:** Sheila Pautsch, Director of Community Services Department  
Matt Summers, Assistant City Attorney  
**Re:** August 19, 2020, City Council Meeting Item No. 19 Additional Document –  
Master Lease of Seven Wireless Facilities by Tower Ventures

---

Attached is an additional document which provides a red lined Lease Agreement – TVT and City of South Pasadena. These revisions have been confirmed with counsel for Tower Ventures, in concept. The changes are briefly, as follows:

Section 3 – added a provision confirming that no sublease can extend beyond the 55-year term.

Section 5 – added a provision that the City can review and audit the financial records of Tower Ventures to confirm rent sharing calculations.

Section 6 – added two provisions confirming that the City can relocate or replace the water tower, and similar supporting structures, and require the wireless facilities to be relocated by the carrier tenants at their cost, subject to any existing cost-sharing the City previously agreed to in the existing leases.

Exhibit C – added a provision confirming that the City can limit access to the wireless facilities if needed to protect/respond to an emergency.

Attachment: Redline Lease Agreement

Record and Return to:  
[Title Agent]

Prepared by:  
TVT I, LLC  
495 Tennessee Street, Suite 152  
Memphis, TN 38103  
Attn: Legal

Recording Requested by, and when Recorded, Send Copy  
to:  
City of South Pasadena  
Attn: City Clerk  
815 Mission Street  
South Pasadena, CA. 91030

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RECORDING FEES EXEMPT  
PURSUANT TO GOVERNMENT  
CODE SECTION 27383

### MASTER LEASE AGREEMENT

This master lease agreement ("Agreement") is made and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between City of South Pasadena, a municipal corporation ("Grantor") and TVT I, LLC a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Telecom Tenant Lease.** Grantor represents and warrants that it holds fee simple title to certain real property located at locations described on Exhibit A, as more fully described in the legal description attached hereto as Exhibit A (individually and collectively the "Parent Property"). Grantor and those tenants, lessees and sublessees (individually and collectively, the "Telecom Tenants") are parties to those certain lease agreements, including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (the "Telecom Tenant Leases").
- 2. Grant of Master Lease.** For the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge as paid on or about the Effective Date along with the price pursuant to the settlement statement executed contemporaneously with this Agreement ("Price"), Grantor grants, conveys and leases unto Grantee, its successors and assigns, an exclusive master lease (subject to the Telecom Tenant Leases) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the exclusive master lease area, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the exclusive master lease area, including, but not limited to the installation of power and telephone service cable, wires, switches, fiber, poles, pipes, conduit, boxes and the like as may be required by the Permitted Use (individually and

collectively “Master Lease Premises” as further described in Exhibit C). Grantor shall permit Grantee, its lessees, sublessees, licensees, successors and assigns to use each Master Lease Premises for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment (“Equipment”) for the facilitation of telecommunications and other related uses, including, but not limited to, any uses permitted by the Telecom Tenant Leases (“Permitted Use”), subject to compliance with all local regulations, building permits and laws, and further subject to City’s retained powers as landlord under this Agreement. Grantor represents that there is no pending or threatened action that would adversely affect Grantor’s ability to enter into this Agreement or grant the master lease and that entering into this Agreement will not violate or conflict with any provision of Grantor’s powers or conflict with the provisions of any agreement to which Grantor is a party. Grantor further represents and warrants that Grantee shall have peaceful and quiet possession and enjoyment of the Master Lease Premises during the term of this Agreement without any disturbance of Grantee’s possession or Permitted Use hereunder, subject to the terms of this Agreement and the Telecom Tenant Leases. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor’s property that is reasonably necessary, in Grantee’s discretion subject to the requirement for express written approval by Grantor as to the time, nature, and extent of any access, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use, and Grantee shall restore such portion of Grantor’s property to its original condition after its use of the construction and maintenance easement. Grantor shall take no action that would adversely affect the status of the Parent Property with respect to the Permitted Use, excluding any governmental approval or enforcement rights which Grantor duly exercises.

**3. Term.** Commencing on the Effective Date, the term of this Agreement and the master lease shall be for fifty-five (55) years (the “Term”) and this Agreement and the master lease shall terminate on September \_\_, 2056. Upon notice to Grantor as provided herein, Grantee may surrender a Master Lease Premises to Grantor and execute such documents reasonably required to terminate the master lease for such Master Lease Premises. Grantor may not unilaterally terminate the Agreement or Grantee’s possession of the Master Lease Premises, but if a Master Lease Premises is not used for the Permitted Use for a period of five (5) years then a Master Lease Premises shall be deemed abandoned and the master lease for such Master Lease Premises shall terminate upon Grantor’s notice of such default to Grantee as provided herein. Upon termination of a master lease and at Grantor’s written request, Grantee shall use commercially reasonable efforts to enforce Master Lease Tenant’s (defined below) obligation pursuant to the Master Lease Tenant lease, as applicable, to cause the removal of Master Lease Tenant’s equipment. Grantee shall cause Telecom Tenants to restore the Parent Property and remove their equipment from the Parent Property upon termination of the Telecom Tenant Leases according to their terms. Grantee may not enter into any lease, whether new, amended replaced, extended, sublease, or otherwise allowed under this Master Lease, with a term or any renewal option extending beyond the end of the Term stated in this section. **Sections 3, 6, 11 and 12** shall survive expiration or termination of this Agreement and shall remain in effect, subject to applicable law.

**4. Assignment of Lease, Renewal and Right of Replacement; New Lease.** (a) Grantor hereby assigns to Grantee all of Grantor’s right, title and interest in the Telecom Tenant Leases for the Term, including the right to (i) amend, renew, and/or extend the term length, but not beyond

the Term, (ii) increase the size of the leased premises within the Parent Property, subject to control by the City as provided in this Agreement and by applicable law; and/or (iii) amend the Telecom Tenant Leases in any other manner deemed necessary by Grantee. Except as provided herein, Grantee agrees to assume all of Grantor's rights and obligations under the Telecom Tenant Leases. If any Telecom Tenant is obligated under the Telecom Tenant Leases to pay to Grantor any fees (other than base rent and any escalations thereto) for the purpose of utility service or access or tax reimbursement, Grantor shall continue to be entitled to such fees, although Grantee may collect and distribute same to Grantor. Grantor shall continue to perform all obligations of the lessor under the Telecom Tenant Leases which relate to the use, ownership, and maintenance of the Parent Property so that Grantee may fulfill all the obligations under the Telecom Tenant Leases without breaching any provision therein, including, but not limited to, Grantor maintaining the Parent Property in a commercially reasonable condition to allow the Permitted Use of the Master Lease Premises. Grantor represents and warrants that it has delivered to Grantee true and correct copies of the Telecom Tenant Leases and all amendments and that Grantor owns 100% of the lessor/landlord's interest in the Telecom Tenant Leases, including the right to collect all rent thereunder. To the best of Grantor's knowledge, no party to the Telecom Tenant Leases has breached or is in default of their respective obligations under the Telecom Tenant Leases and no party has requested or discussed a modification or termination of the Telecom Tenant Leases. If during the Term any Telecom Tenant terminates any of the Telecom Tenant Leases or otherwise vacates the Parent Property, Grantee may lease all or a portion of the Master Lease Premises to a replacement telecommunications tenant ("Replacement Telecom Tenant") on terms consistent with the applicable Telecom Tenant Lease and such Replacement Telecom Tenant shall occupy the Master Lease Premises rather than locating on other portions of the Parent Property ("Replacement Telecom Tenant Lease"). Additionally, each Replacement Telecom Tenant Lease shall include a provision that Grantor shall have the right to review and approve wireless facility design and construction plans prior to commencement of construction on the Master Lease Premises, such approval not to be unreasonably conditioned, delayed, denied or withheld and without further compensation owed to Grantor, except as may be required for review of the proposed facility under applicable law in City's capacity as regulator.

(b) It is the intent of the Parties to encourage the addition to the Master Lease Premises of Rent Share Tenants (defined in Section 5, below) throughout the Term hereof. Grantor agrees that, subject to Grantor's approvals contained elsewhere herein, Grantee has full power to negotiate and consummate leases, sub-leases, licenses and/or other agreements of use of the Master Lease Premises with Rent Share Tenants. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, subject to the City's control under this Agreement.

Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Master Lease Tenants on behalf of itself or on behalf of any third party.

- 5. Rent Sharing.** When a new broadband telecommunications tenant ("Rent Share Tenant"), other than a Replacement Telecom Tenant, executes a lease for space within the Master Lease Premises outside the Telecom Tenant or Replacement Telecom Tenant lease premises and commences rent payment, Grantee will collect such rent with Grantee retaining forty percent (40%) of the base rent collected and Grantee remitting sixty percent (60%) of the base rent collected ("Rent Share") to Grantor. In addition, for each Rent Share Tenant, within thirty (30) days after remitting Grantor's Rent Share and Rent Share Tenant completes the installation of

its equipment, Grantee shall pay to Grantor a one-time payment of Seventy-Five Thousand dollars (\$75,000). Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all telecommunications tenants within the Master Lease Premises in an amount equal to the rent scheduled in the existing Telecom Tenant Leases and any Replacement Telecom Tenant Lease, including scheduled escalators (“Minimum Scheduled Rent”). In the event an existing Telecom Tenant increases the base rent paid to Grantee, other than for existing scheduled annual base rent escalations, existing scheduled term escalations, aid to construction, capital expense reimbursement, increased base rent or additional rent to amortize any capital expense of Grantee related to Master Lease Tenants, or application fees, (“Incremental Rent Increase”) Grantee shall pay Grantor sixty percent (60%) of the Incremental Rent Increase collected by Grantee each month. Grantee shall have no obligation for payment to Grantor of such share of rental, license or similar payments if not actually received by Grantee. Grantee agrees that the Grantor may review Grantee’s financial records and may conduct an independent audit of Grantee’s financial records as necessary to verify each applicable Rent Share calculation. Grantee shall have sole discretion as to whether, and on what terms subject to the City’s control as provided in this Agreement, to lease, license or otherwise allow occupancy of the Master Lease Premises and there shall be no expressed or implied obligation for Grantee to do so. If any such Rent Share Tenant’s right of use expires or terminates for any reason and payment to Grantee of rental, license or similar payments ceases, Grantee shall no longer be obligated to pay the Rent Share for such Carrier. Grantee is permitted and authorized to enter into leases with Rent Share Tenants subject to the requirements for leasing to Replacement Telecom Tenants as set forth in **Section 4** and City’s control as provided in this Agreement.

- 6. Grantor Cooperation and Reasonable Control.** Grantor hereby agrees to cooperate with Grantee and/or Telecom Tenant, Replacement Telecom Tenant and Rent Share Tenant (collectively, “Master Lease Tenants” or individually, a “Master Lease Tenant”) in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities, except the City, and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor’s cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or Master Lease Tenants. Grantor, as regulator, shall process any and all permit applications in accord with applicable law. Grantor shall not interfere with any construction in the Master Lease Premises so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals, including requirements for aesthetic or stealth facilities, if applicable for building permit or other required municipal or governmental approval and has been approved by City as specified herein. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use any portion of the Parent Property or the Master Lease Premises for the construction, installation or operation of any communications facilities that emit radio frequencies on Parent Property other than the communications facilities constructed, installed and/or operated on the Master Lease Premises pursuant to this Agreement or in a way which materially interferes with the operations of the Master Lease Tenants who shall have peaceful and quiet possession and enjoyment of the Master Lease Premises, so long as there is no interference with Grantor’s equipment existing on the date of this Agreement. Notwithstanding the foregoing, Grantor shall have the right to upgrade, service, replace, and install new equipment on the Parent Property that emit radio frequencies if such equipment is limited to governmental uses and if such equipment does not interfere with the operations of the Master Lease Tenants. Subject to

the rights of Grantee under this Agreement, Grantee shall not use the Master Lease Premises in a manner that interferes with the use of the Parent Property by Grantor or other lessees or licensees of Grantor, with rights in the Parent Property superior to Grantee. Additionally, Grantee shall use commercially reasonable efforts to enforce any non-interference provision of the Master Lease Tenant under the applicable Master Lease Tenant lease. Neither Grantee nor any Lease Tenant shall install equipment of the type and frequency which exceed radio frequency (RF) emissions in excess of applicable permitted federal levels and standards or which interfere with Grantor's governmental uses radio equipment. In the event any of Grantee's or its Lease Tenant's equipment causes such interference, and after Grantor has notified Grantee in writing of such interference, Grantee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Grantee's option, powering down such equipment and later powering up such equipment for intermittent testing. Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Telecom Tenants on behalf of itself or on behalf of any third party. Grantor and Grantee agree that Grantor shall have the right to approve, in its capacity as landlord and owner of the Parent Property, the design, height, setbacks, and other physical and aesthetic characteristics of any proposed new or modified wireless facility to be located on the Parent Property, whether by a Replacement Tenant, Rent Share Tenant, Telecom Tenant, or otherwise under this Master Lease. Grantor and Grantee further agree that any proposed new or modified wireless facility to be located on the Parent Property shall be designed to be entirely stealth, to the maximum extent feasible, meaning it must be designed and constructed to be integrated into a building, light standard, or other structure, or placed on or within a building or other structure, so that any antennas, equipment cabinets, transmission equipment, or any other apparatus associated with the facility's function is completely hidden and not visible. Only non-functional, screening material equivalent in appearance to the existing, underlying building, light standard, or other structure may be visible. Notwithstanding the foregoing, for the existing monopole wireless facility at the Golf Course, Grantor and Grantee agree that any proposed modification to this wireless facility shall not increase its height and must be consistent with its existing appearance and aesthetic characteristics, incorporating screening elements to the extent feasible. Grantor and Grantee further agree that the terms of any new, replacement, or extended lease, or any assignment except to an affiliate of Grantee, entered into by Grantee within the authority granted by this Agreement shall be reasonably consistent with the terms of the existing Telecom Tenant Leases, as applicable, and shall require Grantor approval, which such approval may not be unreasonably withheld, conditioned or delayed. Grantor and Grantee agree that City's powers under this section shall be in addition to any approval or control it may have as municipal government and regulator. Subject to any contractual obligations existing as of the Effective Date, Grantee further agrees that Grantor may relocate or replace any buildings, water towers, or other structures supporting a wireless facility subject to this Master Lease without approval from Grantee or any of its Telecom Tenants. In the event of any such supporting structure relocation or replacement, Grantee or its Telecom Tenants, may relocate the affected wireless facility to the relocated or replacement supporting structure subject to approval by Grantor in accord with all applicable requirements of this Master Lease and applicable law, at no cost to Grantor, unless and to the extent otherwise required by any contractual obligations of the Grantor existing as of the Effective Date.

- 7. Assignment.** Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement, subject to consent by Grantor which shall not



be unreasonably withheld, conditioned or delayed. Grantee may freely assign this Agreement in part or in its entirety, and any or all of its rights hereunder, including the right to receive rent payments, right to lease, sublease, license or sublicense, subject to the terms of this Agreement and consent by Grantor which shall not be unreasonably withheld, conditioned or delayed. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all obligations and liabilities hereunder.

- 8. Taxes and Other Obligations.** With the exception of possessory interest tax imposed on any Lease Tenant or Grantee's use of the Parent Property, all taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Master Lease Premises, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. With the exception of possessory interest tax imposed on any Lease Tenant or Grantee's use of the Parent Property, Grantor shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property, or imposed in connection with the execution, delivery, performance or recordation hereof, including without limitation any sales, income, documentary or other transfer taxes. If Grantor fails to pay when due any taxes or other obligations affecting the Parent Property, Grantee shall have the right but not the obligation to pay such and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee.
- 9. Insurance.** During the Term of this Agreement, each Telecom Lease Tenant shall maintain general liability insurance as required under their respective lease. Grantor shall maintain any insurance policies or pooled self-insurance policies in place on the Parent Property or as required under the Telecom Tenant Leases. Grantor's insurance policies shall benefit the Parent Property as the primary insured interest and in the event of casualty, shall be used to restore the Parent Property. Grantee shall maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than (\$1,000,000.00) per occurrence. Such insurance shall insure against liabilities arising out of or in connection with Grantee's use or occupancy of the Master Leased Premise. Such policy shall name Grantor as additional insured. Grantee shall require Telecom Lease Tenants, if not already required by a Telecom Tenant Lease, to name Grantor as an additional insured under the required insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than (\$1,000,000.00) per occurrence.
- 10. Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Master Lease Premises shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from Master Lease Tenants. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Parent Property, and any other transfer, sale or

conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

**11. Indemnification.** To the extent permitted by law, Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or its employees, agents, or contractors. Notwithstanding any other Section within this Agreement to the contrary, at all times, this Agreement shall be construed to preserve all municipal immunity for Grantor including notice provisions and damage limitations provided to Grantor by virtue of any State or Federal rule, regulation or statute. This Agreement shall not be construed so as to waive said notice or immunity limitations provided Grantor as long as Grantor is a municipality.

**12. Environmental Representations and Indemnification.**

- a. Grantor represents and warrants that, to the best of Grantor's knowledge, no pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) (collectively, "Hazardous Substances") have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate (collectively referred to as the "Release") on or from the Parent Property. Neither Grantor nor Grantee shall introduce or use any Hazardous Substances on the Parent Property or the Master Lease Premises in violation of any applicable federal, state or local environmental laws.
- b. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substances on the Parent Property caused by the other party. Grantee shall not be responsible for and shall not defend, indemnify or hold harmless Grantor for any Release of Hazardous Substances on or before the Effective Date.

**13. Dispute Resolution and Notice.**

- a. Jurisdiction and venue under this Agreement shall be in the state and county the Parent Property is located, namely Los Angeles County, California. The parties may enforce this Agreement and their rights under applicable law, and may seek specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law. Damages shall not be available. Instead, the parties agree that specific performance of this Agreement is the only remedy which



- would compensate the aggrieved party in the event the other party fails to carry out its obligations under this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs. Neither party shall be liable to the other for direct, consequential, indirect, speculative, special, actual or punitive damages. If Grantee or the applicable Master Lease Tenant does not cure such default, Grantor may seek judicial termination of this Agreement and assignment of the Master Lease Tenant leases back to Grantor.
- b. The non-defaulting party shall provide written notice of a default under this Agreement or under a Master Lease Tenants' lease, not more than thirty (30) days from discovery of the default. Grantor shall have thirty (30) days to cure the default. Grantee shall have thirty (30) days to cure of the default. The parties may extend the cure period by further written agreement.
  - c. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party's signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

#### **14. Miscellaneous.**

- a. The terms and conditions of the existing Telecom Tenant Leases shall govern over any conflicting terms of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Grantor and Grantee acknowledge that this Agreement is subject and subordinate to the Telecom Tenant Leases.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Parent Property upon which the Master Lease Premises is located and be binding upon all future owners and lessees of the Parent Property and all persons claiming under them for the Term of this Agreement.
- c. Casualty and Condemnation. In the event of any condemnation of the Master Lease Premises in whole or in part, Grantee shall be entitled to receive any condemnation award attributable to the value of the Master Lease Premises. In the event of any casualty of the Master Lease Premises, in whole or in part, Grantor shall be entitled to any insurance proceeds necessary to restore the Parent Property; any remaining insurance proceeds may be applied to Grantee's Master Lease Premises.
- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity,

illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)

- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

*[Signature pages and exhibits follow.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: City of South Pasadena , a municipal corporation

\_\_\_\_\_  
Stephanie DeWolfe, City Manager

Grantor Notice Address:  
City of So Pasadena  
1414 Mission Street,  
South Pasadena, California 91030  
Attn: City Manager

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TVT I, LLC, a Delaware limited liability company

\_\_\_\_\_  
William Orgel, President

Grantee Notice Address:

TVT I, LLC  
495 Tennessee Street, Suite 152  
Memphis, Tn 38103  
Attn: William Orgel

State of Tennessee  
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
  
\_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

*(To be confirmed upon receipt of Title Commitment)*

EXHIBIT B  
TELECOM TENANT LEASES

## EXHIBIT C

### MASTER LEASE PREMISES DESCRIPTION

In the event of a discrepancy between the area actually occupied by the Telecom Tenant equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Telecom Tenant that is currently outlined in the Telecom Tenant Lease(s) referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the existing lease area under the Telecom Tenant Lease(s) including but not limited as follows:

Also and included in the above-referenced Master Lease Premises area description, that certain portion of Parent Property that is co-extensive with the area leased under each Telecom Tenant Lease referenced in Exhibit B attached hereto.

#### Expanded Master Lease Premises Area

That certain additional lease area measuring the equivalent total of two hundred fifty (250) square feet in a location to be determined by the telecommunications tenant collocating on that certain telecommunications tower within the existing Telecom Tenant exclusive master lease premises described above with such location approved by the Grantor, such approval not to be unreasonably withheld, conditioned or delayed.

#### Relocation Right of Master Lease Tenant

The equivalent location granted to a Master Lease Tenant in exercising its right of relocation, if any, as determined by the terms and conditions of the Telecom Tenant Lease.

### NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease area under the Telecom Tenant Lease(s) including but not limited as follows:

**Utilities and Telecommunications.** Grantee is herein granted, consistent with the Telecom Tenant Lease(s), a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Master Lease Premises and any related activities and uses, subject to compliance with all local regulations, building permits and laws and City's control as provided in this Agreement.

**Access.** Grantee is herein granted, consistent with the Telecom Tenant Leases, non-exclusive rights of ingress and egress to and from the Master Lease Premises, across the Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Master Lease Premises and any related activities and uses, subject to compliance with all local regulations, building permits and laws and subject to the City's control as provided in this Agreement. Consistent with any contractual obligations existing as of the Effective Date, City may limit access to the Master Lease Premises, or any portion thereof, during the pendency of any declared state of emergency if deemed necessary by City to provide for the protection of life and property, or to protect the public's health, safety, and welfare.



# Master Lease with Tower Ventures

---

Community Services Department

# Master Lease

- In November 2019, the City received a bid of \$3.2 million for a master lease of the City's seven Cell Towers for 99 years term from a cell tower leasing firm.
- The City decided to do a formal bid process
- The City received nine responses.
- The highest and best terms were received from Tower Ventures which offered of an additional \$1.1 million and a shorter lease of 55 years.

# Tower Ventures

- Tower Ventures will be required to pay \$4,399,347 up front for the seven wireless facility leases.
- Tower Ventures would have the right to enter into new, replacement, and expanding leases at the seven sites
- Tower Ventures and the City will share the revenues on new and expanded leases with 60% to the City and 40% to Tower Ventures
- Plus Tower Ventures will pay a one time payment of \$75,000 for each new or expanded tenant.
- City approval must be secured before any new or expanded site are added.

# Seven Wireless Facilities

- 700 La Portada Street (South Pasadena Water Tower)
  - Sprint
  - T-Mobile
  - Verizon
- 815 Mission Street (Orange Grove Park)
  - AT&T
- 614 Stony Drive (Arroyo Park South)
  - AT&T
  - Phoenix Towers
- 1055 Lohman Lane (Arroyo Seco Golf Course)
  - Verizon

# Revenue

- The City currently received a total of about \$249,000 a year from the current cell tower leases.
- The total lease payments owed to the City, through expiration of the final seven current leases in 2040 is \$3,737,210
- Tower Ventures bid price is \$4,399,347 for a 55 year term
- Net excess revenue to the City over current total lease payments is \$662,137

# Overall

- This transaction involves the City entering into a new, long term Master Lease with Tower Ventures, transferring and assigning the City's interest as landlord in the seven existing wireless facility leases
- Tower Ventures will then give the City a lump sum payment, take over specific maintenance obligations and the right to share in any additional rent acquired from future new or expanded tenants, beyond the seven leases.

# Recommendation

- Staff recommends the City Council consider approving the proposed long term Master Lease with Tower Venture.
- If approved staff will work with the City Manager and City Attorney to complete the transaction, expected to be closed by the end of September.
- At a later Council meeting, City Council will discuss the available uses of the unrestricted revenue.

# Al Fresco Dining/Retail Pilot Program - Phase 2

August 19, 2020



# Phased Approach

## Phase 1a

- Designated curbside pick-up locations
- Use of private outdoor spaces

## Phase 1b

- Use of public right-of-way
  - Sidewalks
  - Public parking spaces

## Phase 2a

- Use of public right-of-way
  - Parking Lanes

## Phase 2b

- Use of public right-of-way (contingent on available funding to complete traffic studies)
  - Side Streets
  - Potential Travel Lanes

# Council Action

Phase 1a  
(approved)

- Relaxed private parking requirements
- Waived TUP and Encroachment Permit fees

Phase 1b  
(approved)

- Waived Sidewalk Dining Permit fee
- Approved use of public parking for replacement ADA parking
- Approved RFPs for Phase 2 traffic management plans/studies

Phase 2a  
8/19/20

- Consider the use of parking lanes

Phase 2b  
September

- Consider the use of side streets and travel lanes

# Business Outreach

AI Fresco Pilot Program	As of August 18, 2020
Applications submitted	12
Expressed interest in participating	18
<i>Interested but may have logistical challenges</i>	14
<i>Support the program but have not determined if or how they can use it</i>	4

# Applications Received

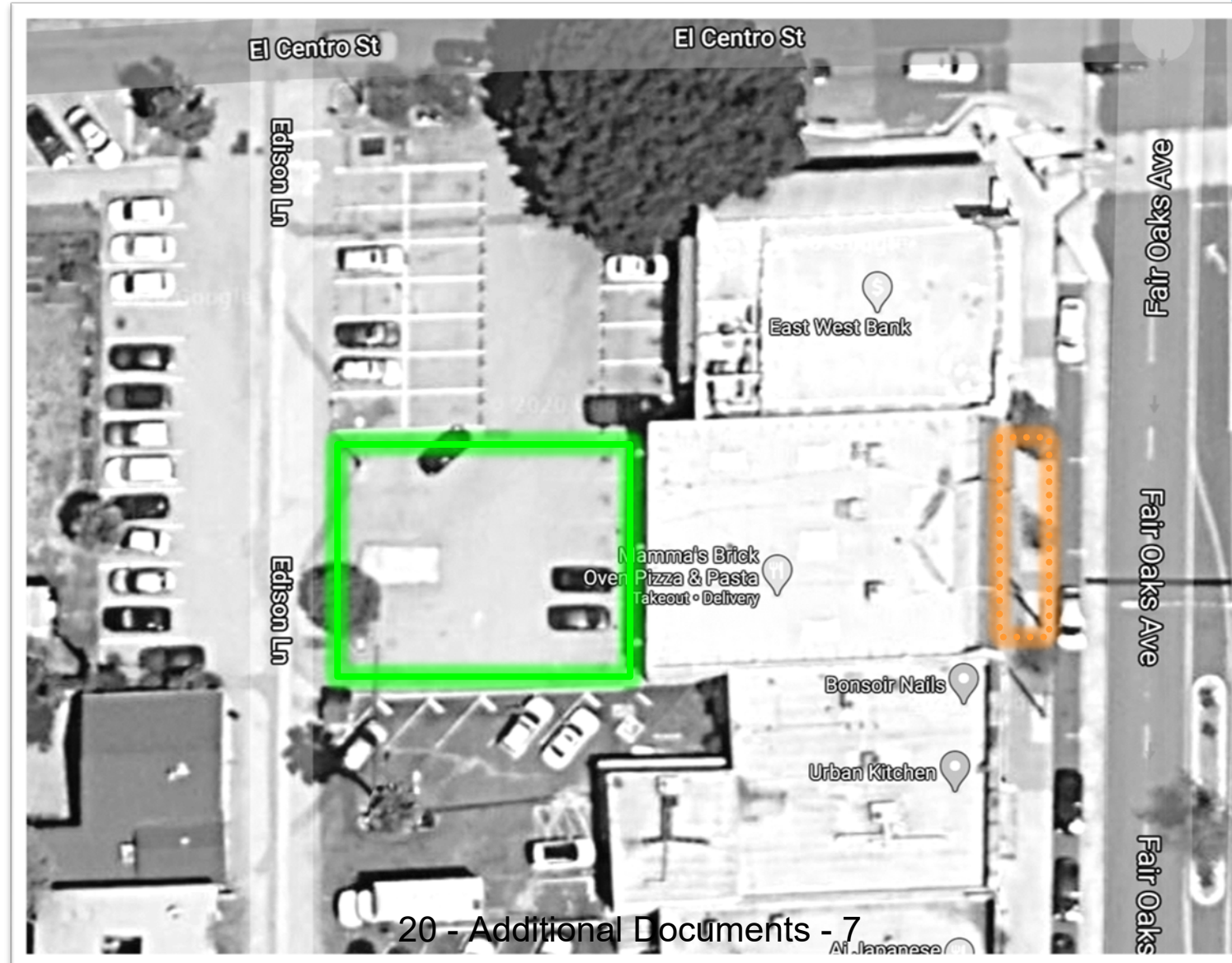
<u>Business</u>	<u>Curb-Side Pick-Up</u>	<u>Private space</u>	<u>Sidewalk</u>	<u>Parking Lane</u>	<u>Other Right of Way</u>
2 Kids Coffee			X	X	X
Aro Latin			X	X	X
Bistro de La Gare		X		X	
Hi-Life Burgers		X			
Jones Coffee Roasters			X	X	
Mama's Brick Oven Pizza		X	X		
Mike and Anne's	X		X		
Munch Company			X		
Oak Tree Inn		X			
Shiro	X		X	X	
Teamorrow	X	X	X	X	X
Videotheque	X	20 - Additional Documents - 5	X	X	X

# Proposed Parking Lane Closures

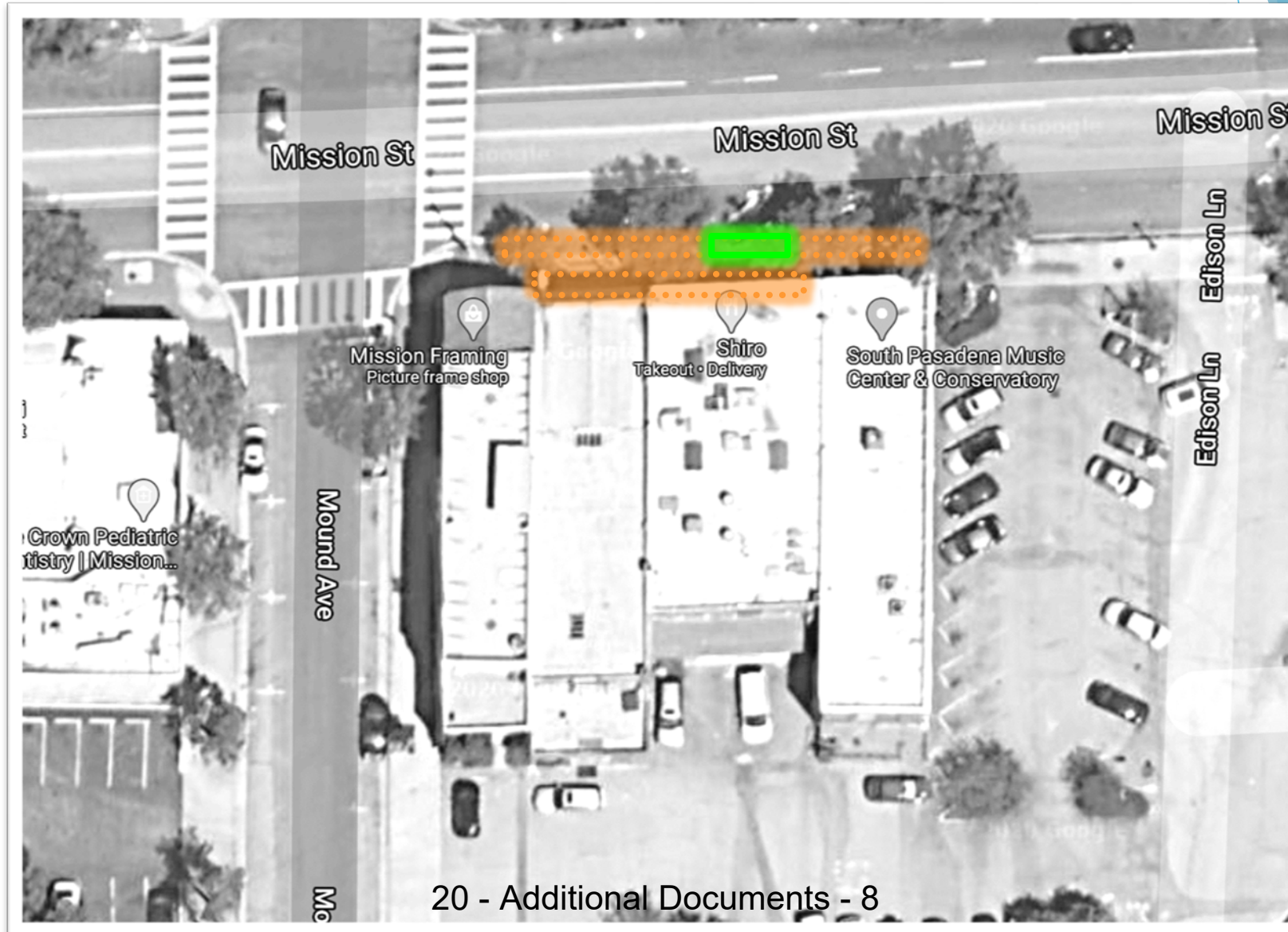




# Approved AI Fresco Uses: Mama's Brick Oven Pizza



# Approved AI Fresco Uses: Shiro





# Traffic Studies (pending funding availability)





# Fiscal Impact

## Cost Estimates

- ▶ Traffic Control Plan - approx. \$5,000
- ▶ Cement Barricade Rentals
  - ▶ 1<sup>st</sup> Month: approx. \$25,000
  - ▶ Each Additional Month: approx. \$2,000
- ▶ Traffic Study - approx. \$20,000+

## Potential Funding Sources

- ▶ Proposition C Local Return - \$50,000 for the procurement of barriers
- ▶ Metro Open Streets funding - a portion may be reallocated towards the Al Fresco Pilot Program
  - ▶ Golden Streets
  - ▶ SGVCOG
- ▶ General Fund

# Interested Businesses

Please visit the City's Economic Development webpage to download the AI Fresco Dining and Retail Pilot Program Checklist:

<https://www.southpasadenaca.gov/government/departments/management-services/economic-development>

# Anticipated Statement of Revenues & Expenses

August 19, 2020

# Compliance

---

- 1 Separate track from the budget.
- 2 Compliance Document submitted to the county within 60 days of start of fiscal year.
- 3 Uses the anticipated revenues & expenses which were presented earlier in the year to account for the revenue reduction.

# Next Steps

---

- Bring back previously presented budget with updated fund balances and revenues projections.
- Expand outreach and restart budget process.





# Questions?



**City of South Pasadena  
Public Works Department**

# Memo

**Date:** August 19, 2020

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

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

**Re:** August 19, 2020 City Council Meeting Item No. 22 Additional Document –  
Discussion of Fremont Avenue Traffic Calming

---

Attached is an additional document with an updated presentation for Agenda Item 22, Discussion of Fremont Avenue Traffic Calming for the August 19, 2020 City Council Meeting.



# NORTH/SOUTH CORRIDOR SMART MOBILITY PLAN: FREMONT AVENUE

---

CITY COUNCIL  
AUGUST 19, 2020



# FREMONT AVENUE



- Classification: Arterial
- Capacity of Arterial: 1,600 to 1,900 vph per lane
- Two lane arterial (one lane in each direction)
- Posted Speed Limit 30 mph



# Fremont Ave Data Overview

- Average Traffic Volumes
  - 2014: 26,071 vehicles
  - January 22, 2020: 18,494 vehicles
  - Decrease between 2014 and 2020: 29.1%
  - AM Peak: 1,236 & PM Peak: 1,448 (both directions)
- Average Speed
  - 2020: 29 mph (consistent with 2014 speed survey data)
  - Actual travel speed 23 to 24 mph
  - 81% of the vehicles traveling within posted speed limits
- Vehicle Classification
  - Single Unit Vehicles (passenger cars/SUV): 18,051 units (98%)
  - 2-Axel 6 tire (mostly utility trucks): 380 units (2%)
  - Large Trucks (3-axle units): 25 units



# Neighborhood Expressed Concerns

- Safe pedestrian crossings and sidewalk connectivity.
- Make Fremont more family and pedestrian friendly.
- Decrease congestion and illegal trucks.
- Deter excessive speeding.
- Reduce cut-through traffic.



# Neighborhood Requested Improvements

- Installation of digital speed signs.
- Gateway treatments and channelizers restricting illegal trucks accessing the street.
- Additional signage to deter trucks.
- Replace faded striping.
- Additional police enforcement.
- Creation of a roundabout/crosswalk at Fremont and Buena Vista, including pedestrian control features like RRFB.
- Installation of medians where possible.
- Activate right turn signal from northbound Fremont Ave. to eastbound Huntington Dr.
- Support Complete Street Project for Fremont Ave.



# MTIC Requested Items

- Northbound left turn lane on Fremont Ave at Buena Vista St.
- Edge line striping along Fremont Ave.
- Painted medians.
- Reverse curve sign and advisory speed limit sign adjacent to flashing beacon on Fremont Ave near Buena Vista St.
- Relocate the speed limit sign near 411 Fremont Ave closer to Columbia St.
- Repaint the Speed Limit pavement markings (between Buena Vista Ave and Foothill St).
- Update pedestrian signal crossing timings on Fremont Ave.
- Additional signage to deter trucks from turning onto Fremont Ave.



# MTIC Requested Items (continued)

- Activate northbound right turn traffic signal at Fremont Ave and Huntington Dr (complete).
- Add protected left turn traffic signal from southbound Fremont onto eastbound Huntington Dr.
- Update signal timings at Fremont Ave and Huntington Dr.
- No Left turn on Fremont Ave from side streets during school drop off and pick up.
- Additional red curb paint on Fremont Ave north of Buena Vista St.
- Collaborate with Cities of Pasadena and Alhambra on Fremont Ave.



# Staff Recommended Short Term Improvements

- The following items can be completed without requesting additional funding:
  - Replace faded striping along the corridor including high visibility crosswalks.
  - Add speed limit signage and striping as needed.
  - Relocate the speed limit sign near 411 Fremont Ave closer to Columbia St.
  - Parking pavement marking on northern Fremont in lieu of edge line striping.
  - Coordination with Police Department to increase enforcement and deployment of portable speed feedback signage.



# Staff Recommended Short Term Improvements

- The following items can be completed without requesting additional funding (continued):
  - Install additional signage to deter trucks on Fremont Ave.
  - Reverse curve sign and advisory speed limit sign adjacent to flashing beacon on Fremont Ave near Buena Vista St.
  - Activate northbound right turn traffic signal at Fremont Ave and Huntington Dr (complete).
  - Continue to collaborate with the Families on Fremont.





# Improvements Requiring Additional Funding

- The following items require additional funding:
  - Speed feedback sign (\$60,000).
  - Rectangular Rapid Flashing Beacon (RRFB) (\$65,000).
  - Additional crosswalk on northern Fremont (\$100,000 w/ RRFB).
  - Gateway treatments and channelizers restricting illegal trucks accessing the street (cost varies \$200,000 to \$500,000).
  - Add protected left turn traffic signal from southbound Fremont onto eastbound Huntington Dr (\$1.5M to \$2M).
  - Update signal timings at Fremont Ave and Huntington Dr. (coordinate with above Project).



# Improvements Requiring Additional Funding

- The following items require additional funding (continued):
  - Update pedestrian signal crossing timings on Fremont Ave. (\$80,000).
  - Traffic study to evaluate no left turn on Fremont Ave from side streets during school drop off and pick up (\$30,000 to \$50,000).
  - Installation of medians and roundabout (part of Complete Street Project, cost varies).
  - Fremont Ave Complete Streets Project (varies \$10M to \$20M).



# Items Not Recommended

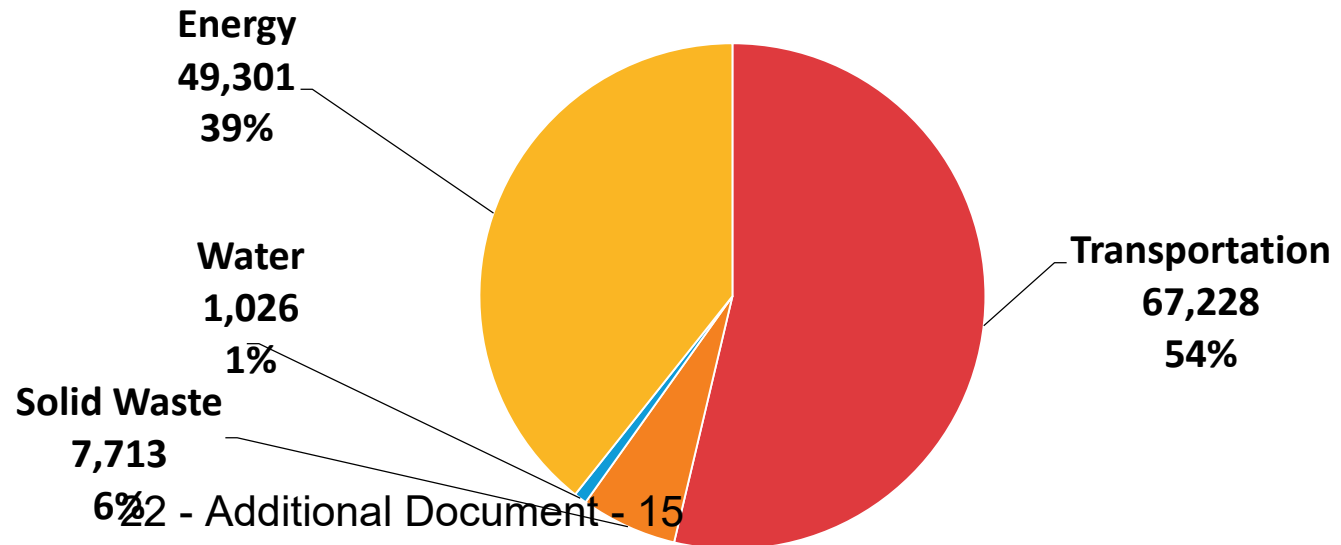
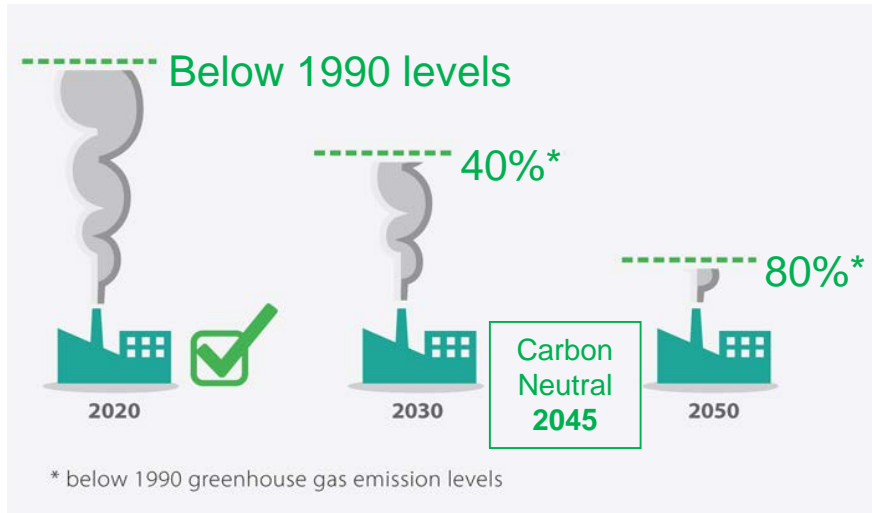
- The following items are not recommended by Staff:
  - Northbound left turn lane on Fremont Ave at Buena Vista St.
  - Edge line striping along Fremont Ave. Instead parking pavement markings will be completed.
  - Painted medians.
  - Additional red curb paint on Fremont Ave north of Buena Vista St.



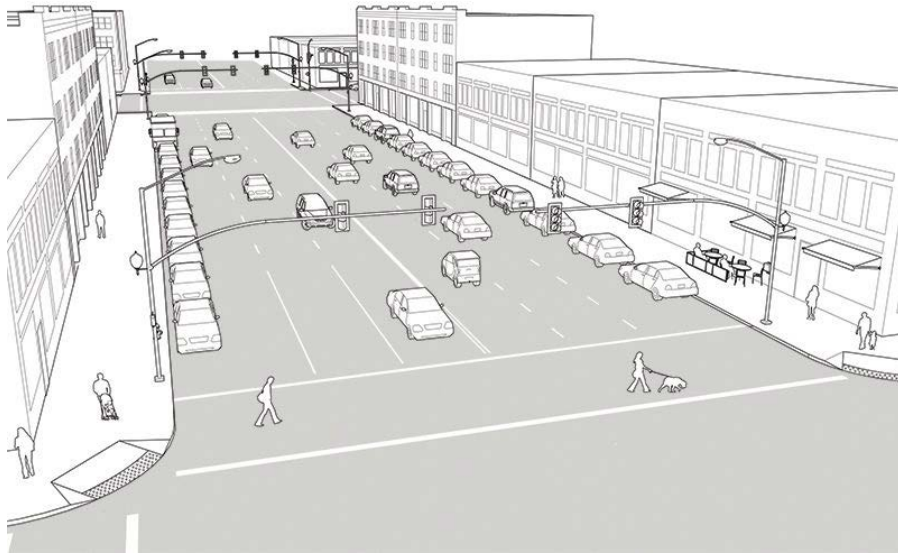
# City's Plan Looking Ahead on Fremont Ave

- Staff continues to work with Families on Fremont to gain support for the Fremont Avenue Complete Street Project.
- Convert Fremont Avenue to a “*Livable Complete Street*” with “*Smart Mobility and Active Transportation*” incorporating “*Green Streets*” design elements.
- Complete Street Definition: “A transportation facility that is planned, operated and maintained to provide safe mobility for all users, including bicyclists, pedestrians, transit riders, and motorists appropriate to the **function and context** of the facility.” – Caltrans Deputy Directive 64-R2

# Climate Action Plan Info/Data



# Complete Street – Before & After



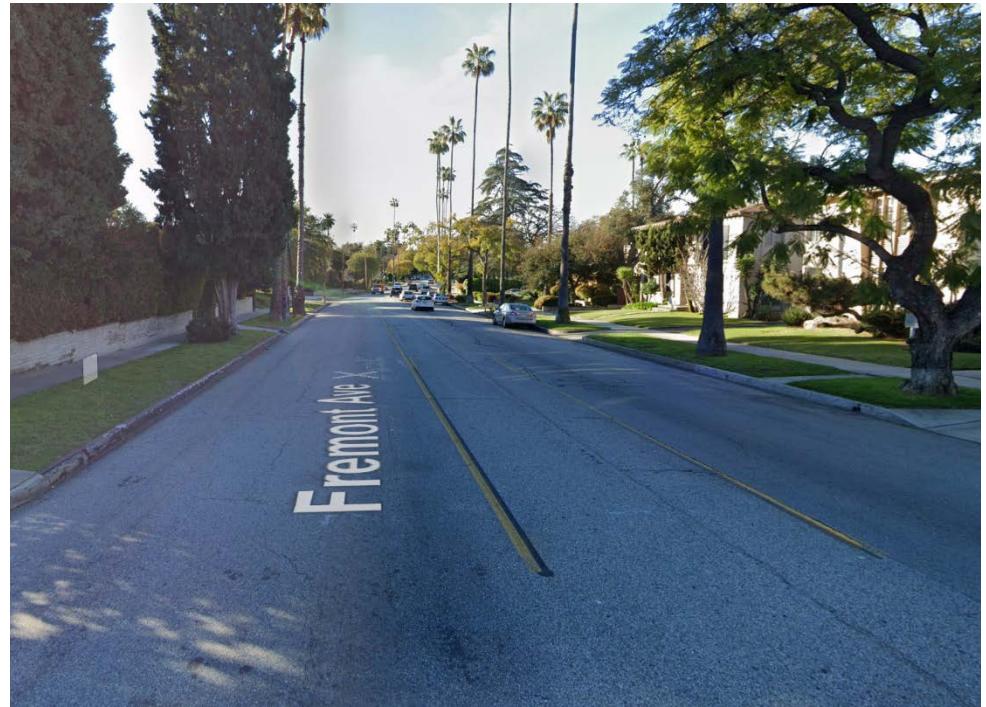
Before



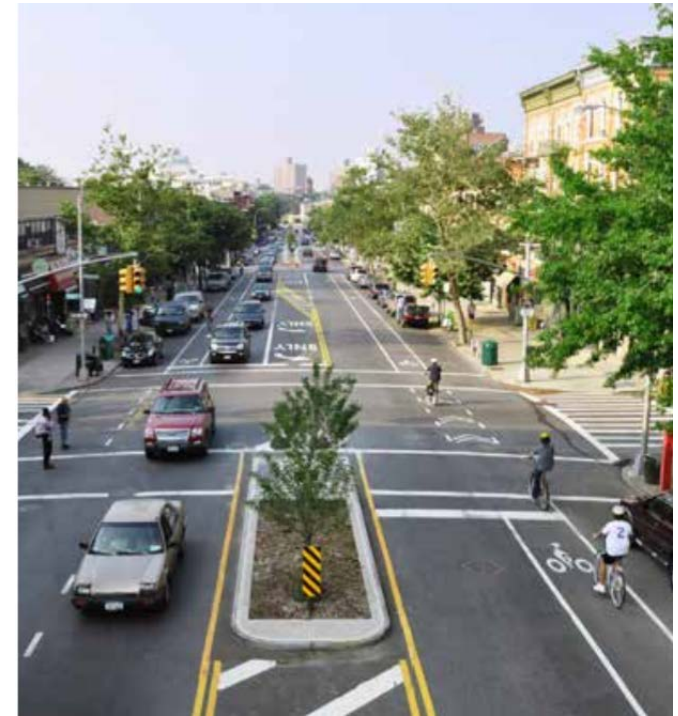
After



# Street without Complete Street Elements



# Complete Street – Examples







# City's Plan Looking Ahead on Fremont Ave

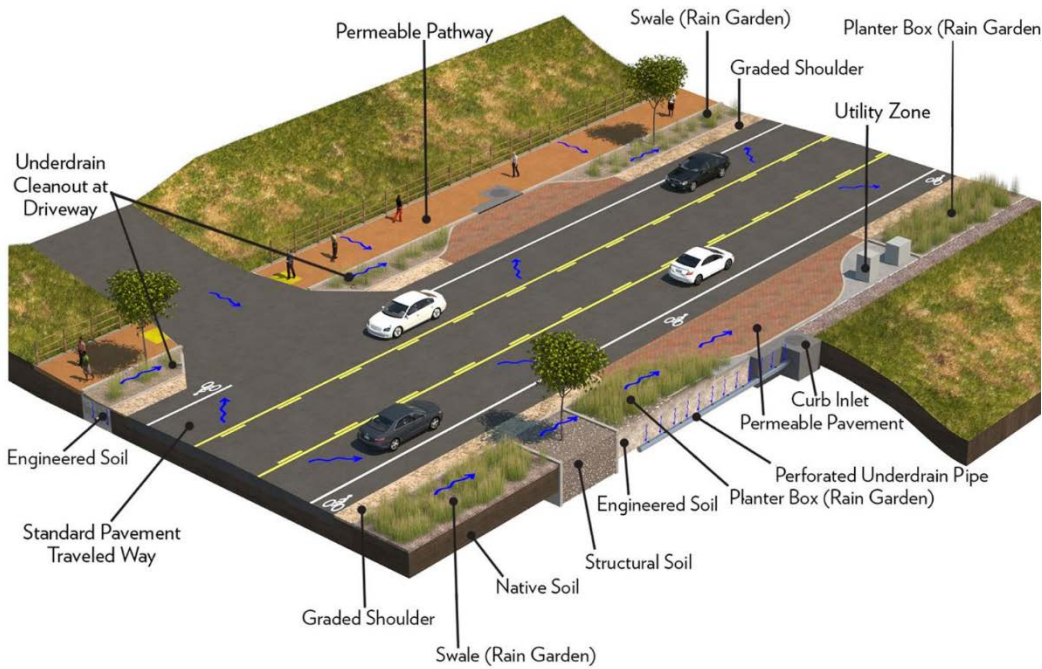
- Potential Complete Street elements for Fremont Ave:
  - Create safe and attractive Green Street.
  - Aesthetically pleasing flat raised (conspicuous) intersections and crosswalks to improve visibility and traffic calming.
  - Protected Intersections.
  - Medians treatments along the corridor.
  - Refuge islands and vehicle separation.
  - Gateway treatments including roundabouts and channelizers.
  - Pinchpoints.
  - Pedestrian control features such as Rectangular Rapid Flashing and other hybrid devices like Hawk Signals.
  - Install bike facilities including green pavement marking.
  - Upgrade traffic signal to include adaptive pedestrian and bike safe crossing features.



# City's Plan Looking Ahead on Fremont Ave

- Potential Complete Street elements for Fremont Ave (continued):
  - Improve signal progression to create traffic platooning.
  - Real-time speed and travel time monitoring systems.
  - Changeable speed feedback signage.
  - Pavement resurfacing/rehabilitation.
  - Upgrade the pavement markings and signs throughout the corridor.
  - Improve pedestrian and ADA accessibility along the corridor.
  - Improve safe route to schools where possible.
  - Parkway treatment where appropriate.
- Complete street design elements will require a detailed study to determine effective elements that meet all design requirements and standards.

# Green Streets



# Raised Intersection & Crosswalk Improvements

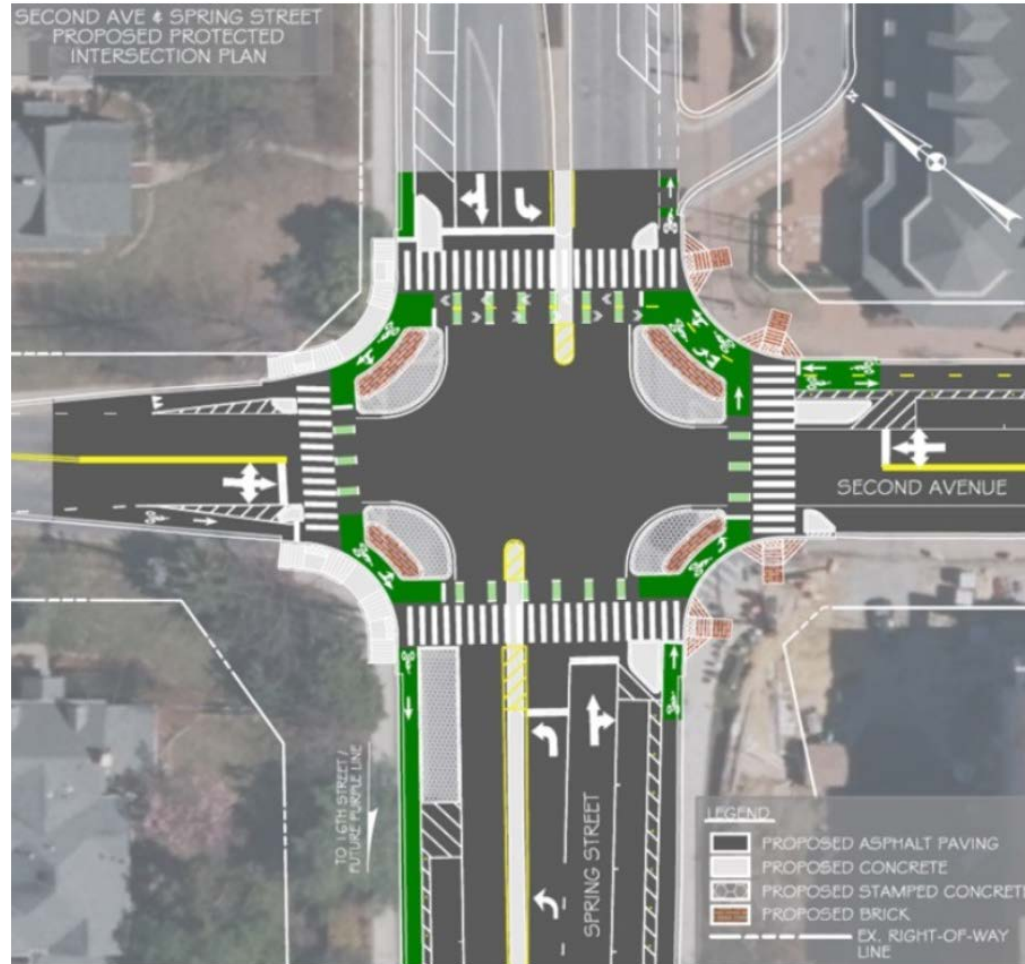




# High Visibility Crosswalks



# Protected Intersections



# Median Treatments & Refuge Islands



# Median Treatments & Refuge Islands





# Roundabouts



# Gateway Treatments: Channelizers

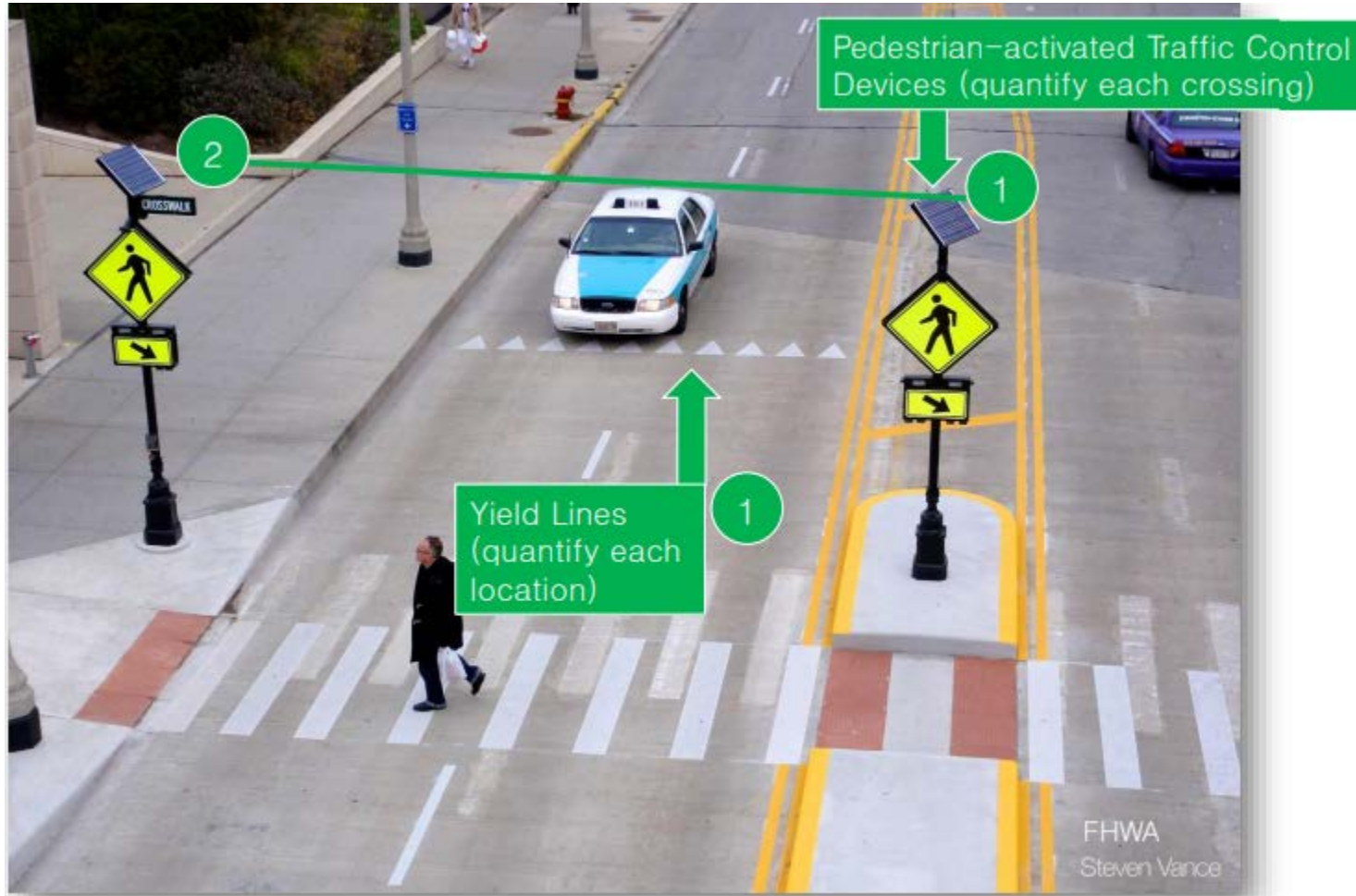


# Pinchpoints





# Pedestrian-Activated Traffic Control Devices & Refuge Island



# Rectangular Rapid Flashing Beacon

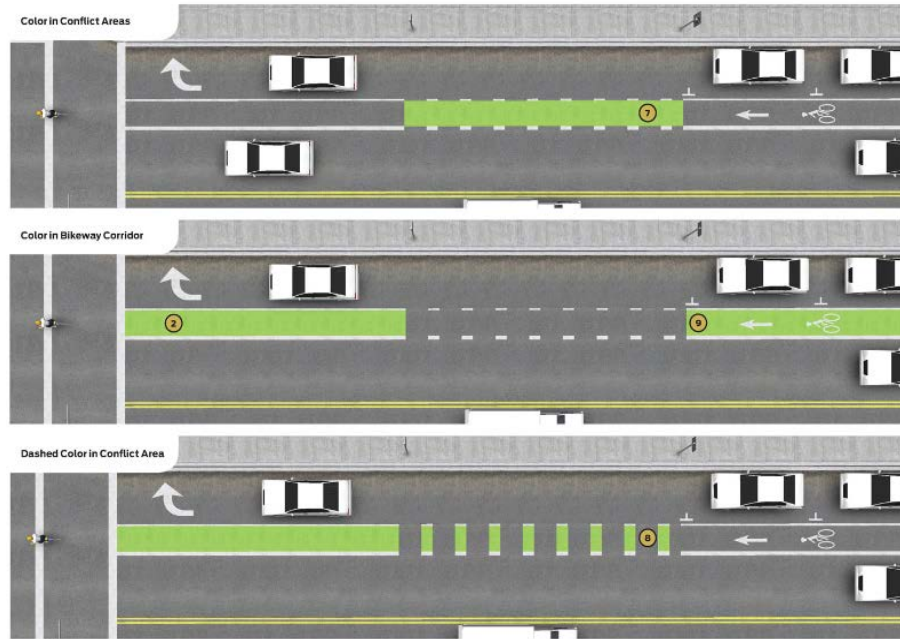


# High-Intensity Activated Crosswalk (HAWK)





# Green Bike Pavement Markings



# Upgraded Traffic Signals





# Real-time Travel Information





# FREMONT AVENUE COMPLETE STREET CONCEPT PLAN

# Fremont Ave – Existing Configuration





# Fremont Ave – Complete Street Concept





# Funding Available for Fremont Ave

- City has received \$10M in Measure R MIP to mitigate SR-710 impacts to increase north-south through put traffic and capacity on Fremont.
- This is against the wishes of the community and these funds cannot be used for traffic calming.
- Therefore, the City applied for MAT grant with Metro for Fremont Avenue Complete Street.
- Complete Street may require parking removal to install active transportation facilities.
- Funding has been requested for several projects discussed above in City's Capital Improvement Plan.
- Possible Grant Funding: ATP, STP, Metro.

# Shelf Ready Projects





QUESTIONS?



**City of South Pasadena  
Public Works Department**

# Memo

**Date:** August 19, 2020

**To:** The Honorable City Council

**Via:** Stephanie DeWolfe, City Manager

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

**Re:** August 19, 2020 City Council Meeting Item No. 23 Additional Document –  
Discussion of Meridian Traffic Calming Measures

---

Attached is an additional document with an updated presentation for Agenda Item 23, Discussion of Meridian Traffic Calming Measures for the August 19, 2020 City Council Meeting.





# MERIDIAN AVENUE

---

CITY COUNCIL  
AUGUST 19, 2020

# MERIDIAN AVENUE



- Classification: Collector
- Capacity of Arterial: 1,200 to 1,600 vph per lane
- Two lane collector (one lane in each direction)
- Posted Speed Limit 25 mph



# Meridian Ave Data Overview

- Average Traffic Volumes
  - 2014: 7,541 vehicles
  - January 22, 2020: 9,620 vehicles
  - Increase between 2014 and 2020: 27.57%
  - AM Peak: 1,038 & PM Peak: 1,048 (both directions)
- Average Speed
  - 25 mph speed limit
  - No speed data taken in 2020
- Vehicle Classification
  - Single Unit Vehicles (passenger cars/SUV): 9,402 units (99%)
  - 2-Axel 6 tire (mostly utility trucks): 103 units (1%)
  - Large Trucks (3-axel units): 0 units (0%)



# Neighborhood Expressed Concerns

- Safely walk, jog, use a wheelchair, or bike on Meridian Ave.
- Local streets turn safely onto Meridian Ave without being involved in a collision.
- Enter parked cars and back out of driveways without fear of being sideswiped or t-boned.
- Parked cars not totaled when parked on Meridian Ave.
- Parents are not stopping for those going to school.
- Concerns over removing parking.



# Neighborhood Requested Improvements

- All-way stop: Meridian Ave at Oak St, Pine St and Maple St.
- Red curbs within crosswalks to prevent cars from parking within the crosswalk.
- A permanent speed feedback sign.
- Additional red curb on key intersections.
- Fix in-ground flashing lights at Oak and Meridian.
- Re-stripe crosswalks to high visibility.
- Speed study and speed humps.
- Speed trailer with additional enforcement.
- Convex Mirror at Meridian and Oak.
- Edge line striping with hatched striping where road is wider.



# Neighborhood Requested Improvements (Continued)

- Center line Bott Dots.
- Pedestrian paddle at Meridian and Oak.
- Reduced speed limit adjacent to school.
- Implement slow street program.



# MTIC Requested Items

- Pedestrian Crossing Warning Signs at Oak (\$2,500).
- Install Rapid Rectangular Flashing Beacon at Oak St (\$65,000).
- Extend Red Curbs at Intersections (\$3,000).
- Install Bott Dots Along the Center Line.
- Speed Feedback Radar Sign (\$60,000).
- Curb Line Extensions to Reduce Pedestrian Crossing Distance (\$100,000 - \$150,000).
- Relocate the Existing Crosswalk at Maple St to South Side of the Intersection (\$30,000).
- Speed trailer with additional enforcement.
- Edge Line Markings.
- Speed Humps.
- Pedestrian Crossing Paddles in the Middle of the Road (\$2,000)



# Staff Recommended Short Term Improvements

- The following items can be completed without requesting additional funding:
  - Replace faded striping along the corridor including crosswalks.
  - Update striping to provide advance pedestrian notification at intersections.
  - Add additional advisory and warning signs for pedestrian crossings and roadway curves.
  - Add speed limit signage as needed.
  - Edge line with hatched striping where road is wider.
  - Evaluation and installment of convex mirror at Oak.
  - Evaluation and installment of pedestrian paddles.





# Staff Recommended Short Term Improvements

- The following items can be completed without requesting additional funding (continued):
  - Additional red curb painting at intersections to improve the sight distance along the corridor.
  - Code enforcement for sight line obstructions at Oak Street.
  - Repair existing in-ground flashing lights.
  - Rectangular Rapid Flashing Beacon (RRFB)
  - Police Department to increase enforcement and deployment of portable speed feedback trailer.
    - Police performed three days of enforcement during week of August 10<sup>th</sup>. 2,962 vehicles were surveyed for speeding of which 24 were cited for speeding.



# Improvements Requiring Additional Funding

- The following items require additional funding:
  - Speed feedback sign (\$60,000).
  - Rectangular Rapid Flashing Beacon (RRFB) (\$65,000).
  - Curb Extensions (\$100,000 to \$150,000).
  - Crosswalk upgrades at Maple and Bank. Existing crosswalks not ADA accessible (\$60,000 without RRFB).
  - Center line Bott Dots (raised pavement markers) can be added with street repaving project.
  - Citywide Speed Study planned in FY 2021-22 (\$70,000) including evaluating reduced speed limit adjacent to schools.
  - ActiveSGV seeking funding for Slow Streets Program.
  - Meridian Ave Complete Streets Project including evaluating on-street parking versus active transportation elements.



# Stop Signs at Oak and Milan

- The stop signs were recommended by an Engineering Study based on high volume of pedestrians that crossed this location during school dismissal.
- Over 95 pedestrians crossed at Oak and Milan during school dismissal
- Compared to above only 46 pedestrians crossed at Meridian and Oak during school dismissal, only 21 crossed Meridian Avenue.



# Items Not Recommended

- The following items are not recommended by Staff:
  - Stop signs not recommended by an engineering study.
  - Speed humps not in compliance with the City policy.



# Funding Available

- Funding has been requested for several projects discussed above in the City's Capital Improvement Plan.
- Possible Grant Funding: ATP, STP, Metro, Measure M.



QUESTIONS?

**Public Comment 8/19/2020 CLOSED SESSION City  
Council Meeting**

**AGENDA ITEM NO. B  
CONFERENCE WITH LEGAL COUNSEL—  
ANTICIPATED LITIGATION**

1. Patricia and Shalimar Duff



**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Closed Agenda Session and Public Comments for Open Session  
**Date:** Wednesday, August 19, 2020 11:33:08 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read and enter into the record for Agenda Items B and C (Closed Session) and read aloud during the Public Comment Section (Open Session)

Although the closed agenda does not list what litigation the city is pursuing, we believe it is reasonable to assume that it is litigation against Ms Alison Smith. The city is already paying an enormous sum (\$3M) after being sued by a former employee. I urge the City Council to weigh the risks and benefits to the city of pursuing further litigation against Ms. Smith. Regardless of whether the sewage spill was caused by her or not, AT THIS POINT the city has so damaged their case, that it is likely that any claims that she makes for emotional distress and damages will be awarded. The city cleaned up the sewage spill itself, which is an admission of guilt and responsibility. The city failed to follow proper planning (failed to even locate the plan) for dealing with sewage. The city also failed to release the soil test results. After Ms. Smith went public, the city retaliated against her with a fishing expedition for code violations. In order to obtain the civil warrant, the city lied by omission to the court. The city also possibly lied about the source of the supposed code complaint. Settle this case now and stop the litigation.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 CLOSED SESSION City  
Council Meeting**

**AGENDA ITEM NO. C  
Initiation of Litigation**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Closed Agenda Session and Public Comments for Open Session  
**Date:** Wednesday, August 19, 2020 11:33:08 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read and enter into the record for Agenda Items B and C (Closed Session) and read aloud during the Public Comment Section (Open Session)

Although the closed agenda does not list what litigation the city is pursuing, we believe it is reasonable to assume that it is litigation against Ms Alison Smith. The city is already paying an enormous sum (\$3M) after being sued by a former employee. I urge the City Council to weigh the risks and benefits to the city of pursuing further litigation against Ms. Smith. Regardless of whether the sewage spill was caused by her or not, AT THIS POINT the city has so damaged their case, that it is likely that any claims that she makes for emotional distress and damages will be awarded. The city cleaned up the sewage spill itself, which is an admission of guilt and responsibility. The city failed to follow proper planning (failed to even locate the plan) for dealing with sewage. The city also failed to release the soil test results. After Ms. Smith went public, the city retaliated against her with a fishing expedition for code violations. In order to obtain the civil warrant, the city lied by omission to the court. The city also possibly lied about the source of the supposed code complaint. Settle this case now and stop the litigation.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 SPECIAL City Council  
Meeting**

**AGENDA ITEM NO. 1  
Acknowledgment of Councilmember Resignation**

1. Sam Burgess
2. Patricia and Shalimar Duff

**From:** [Sam Burgess](#)  
**To:** [City Council Public Comment](#)  
**Subject:** REVISED COMMENT--City Council Meeting--Public Comment--August 19, 2020  
**Date:** Tuesday, August 18, 2020 8:49:19 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**THIS IS A REVISED COMMENT. PLEASE READ IT & DELETE THE PREVIOUSLY SUBMITTED COMMENT**

Re: Item #2--Public Comment

Sam Burgess (You may use my name).

Text: Less than 250 words (Barely!!!)

---

Facing a hard truth and political reality, Marina Khubesrian has accepted responsibility for wrong actions committed while also acknowledging that healing (personally and politically) can best be achieved by her resignation from office. To be sure, Marina's actions were inexcusable and her attempt at justification was less than believable. However, when all is said and done there are no winners in what has become a Kabuki Theatre of South Pasadena. But losers there will be if this city is unable to rid itself of these recent theatrics and move towards a more positive and collaborative relationship.

It is my hope Marina will be able to regain her health. One's health and the health of the family is of paramount importance.

The City Council must now determine the best path for the remaining months of former Councilmember Khubesrian's term. Since Jack Donovan is the singular candidate for the election in District Two, it seems logical that the Council immediately appoint Mr. Donovan to the now vacant office.

Hopefully, a decision will be made sooner than later. Dragging this issue out only continues the tension and animosity caused by the now-infamous e-mails.

An after-thought:

To future elected officials, a reminder: Your election was to serve all of the people. You did not ascend to office so the people could serve you.

To the public: Elected officials may still be serving the people even though their decisions or votes are contrary to your beliefs.

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Open Session Special Agenda  
**Date:** Wednesday, August 19, 2020 11:23:59 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once and enter into record for Agenda Items 1 and 4

The resignation of Ms Khubesrian was long overdue, and now the city must investigate to discover how far the lies, corruption, and breach of ethics goes. We absolutely do not believe that the emails that have been publicly shared are the only instances of unethical activity...we feel it is the tip of the iceberg. We further do not believe that it was a coincidence that Ms Khubesrian was desperately trying to get the city budget passed without an audit. What was she intent on hiding??? We ask for a full and INDEPENDENT investigation to uncover what else the residents and City Council of South Pasadena have been lied to about. It is clear that Ms DeWolfe and Ms Highsmith have worked closely with Ms Khubesrian, certainly too closely for them to be involved in any investigation.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 SPECIAL City Council  
Meeting**

**AGENDA ITEM NO. 2  
Procedure and Options for Filling City Council  
Vacancy**

1. Ron Rosen



**From:** [Ron Rosen](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Special Agenda Item 2 August 19  
**Date:** Wednesday, August 19, 2020 10:24:22 AM

---

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ron Rosen  
Special Agenda Item 2  
Please Read Aloud

I suggest that the Council appoint Jack Donovan to fill the remainder of Marina Khubesrian's term because he is the logical choice. If for some reason you don't do that, I recommend that you appoint Sheila Rossi or Stephen Rossi. They live in District 2 and are as aware as anyone of what's going on in the city.

**Public Comment 8/19/2020 SPECIAL City Council  
Meeting**

**AGENDA ITEM NO. 4  
Review and Reaffirm Commitment to Code of  
Ethics and Conduct Policy**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Open Session Special Agenda  
**Date:** Wednesday, August 19, 2020 11:23:59 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once and enter into record for Agenda Items 1 and 4

The resignation of Ms Khubesrian was long overdue, and now the city must investigate to discover how far the lies, corruption, and breach of ethics goes. We absolutely do not believe that the emails that have been publicly shared are the only instances of unethical activity...we feel it is the tip of the iceberg. We further do not believe that it was a coincidence that Ms Khubesrian was desperately trying to get the city budget passed without an audit. What was she intent on hiding??? We ask for a full and INDEPENDENT investigation to uncover what else the residents and City Council of South Pasadena have been lied to about. It is clear that Ms DeWolfe and Ms Highsmith have worked closely with Ms Khubesrian, certainly too closely for them to be involved in any investigation.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 REGULAR City Council**  
**Meeting**

**GENERAL PUBLIC COMMENT**

1. William Kelly
2. Stephen Rossi
3. Anne and Bill Michel, Josefina and Danny Johnson, and Brian and Meg Aldrich
4. Josh Albrektson
5. Delaine Shane
6. Ella Hushagen & Helen Tran
7. Anne Bagasao
8. Tom Williams
9. Patricia and Shalimar Duff
10. Micah Haserjian
11. Alan Ehrlich
12. Alan Ehrlich

**From:** [William Kelly](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Public Comment for Item 2: General Public Comments on Council Aug. 19 Agenda  
**Date:** Sunday, August 16, 2020 2:56:28 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

## Please Read Aloud

I urge you to adopt a formal resolution directing city staff going forward to present a Comprehensive Annual Financial Report to the council and public prior to commencing the budget process beginning with fiscal year 2021-2022 and in all future fiscal years. I also urge you to include in that formal resolution direction to staff to provide the council and public with quarterly financial reports showing revenue receipts, expenditures, and fund balances beginning with the first quarter of this fiscal year and for all quarters going forward. This should be standard practice.

The recent lack of such reports and the tardiness of the annual financial report is unacceptable to me as a city resident and taxpayer. You need to do better and do the right thing and not accept delays and excuses. This should be the minimum duty of the city staff, which should be held accountable by you, our elected representatives.

Bill Kelly

[REDACTED]

South Pasadena, CA 91030

[REDACTED]

**From:** [Stephen Rossi](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [Maria Ayala](#)  
**Subject:** Public Comment for Aug 19, 2020 REVISED  
**Date:** Monday, August 17, 2020 7:18:13 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Maria,

Please see my public comment below for the General Comment period, and please read aloud in full.

Best,

Stephen Rossi  
Resident

Khubesrian was right. She's not solely responsible for the City's horrendous actions against Alison Smith.

City Manager DeWolfe and City Attorney Highsmith are equally to blame.

DeWolfe lead an organization that:

Violated city and state law not training staff on state mandated emergency response plans for sewer maintenance – directly leading to the damage,

Violated city and state regulations by not cleaning up the damage caused by a sewer malfunction in the city's main line sewer system,

Violated the 2011 Consent Judgement with the Attorney General,

Submitted a false report to the State Waterboard, intentionally misrepresenting the size and duration of the spill,

Generated demonstrably false internal memos to cover their mistakes regarding the spill, and

Falsified an affidavit to obtain an illegal search against a resident.

Highsmith, violated her fiduciary duty to the City:

It's a conflict for a contract attorney to provide advice to Council on work conducted by another partner of the same firm.

And here's why: The cost to clean up the spill caused from a backup in the City's own mainline system would have been roughly \$40,000.

Why would the City Attorney recommend seeing this to court?

Perhaps because, to date, Highsmith has billed the city over \$130,000 for litigation expenses.

Highsmith has been lining the pockets of her own firm while DeWolfe weaponizes City resources to abuse a resident harmed by the City's own failing infrastructure and neglect.

It's time for the Council to step up, take responsibility, and put an end to this madness.



PLEASE READ THIS ALOUD AT THE CITY COUNCIL MEETING 8/19/2020

Dear City Council Members:

We strongly ask that you fund a Complete Street on Arroyo Drive in South Pasadena. Arroyo Drive between Mission St. and Columbia St. is very much a shared zone with pedestrians, bikers and motorists, but the current environment does not set this context to motorists. It is dangerous given high motorist speeds and a large population of bikers and pedestrians. There are limited sidewalks and no crosswalks.

The first area to address are the two intersections at Mission St. and Pasadena Ave. and Mission St. and Arroyo Drive. The stop sign at this intersection is knocked down regularly, there is "STOP" written in overlapping paint in the street 4 times going westbound. Motorists are consistently confused at these two intersections. It is not safe to walk children to Arroyo Vista Elementary School. We understand the Arroyo Drive - Mission Street intersection project was recently defunded, which we find concerning.

The second area we'd like addressed by a Complete Street is the entire stretch of road between Mission and Columbia. This section needs improved signaling to better set expectations that the environment is shared with joggers, dog walkers, children playing, and bikers. Motorists cutting between the 110 and the 210 need to understand that they are entering a residential neighborhood and should expect pedestrians in the road.

The speed of many motorists on Arroyo drive is 50-60 mph, and it is only a matter of time that there is a pedestrian accident with risk of fatalities.

We understand that a Complete Street project has many options, and that the specifics would be addressed once we enter the process. We would like to continue to collaborate with Public Works on this project.

Thank you for your consideration.

Anne and Bill Michels  
Josefina and Danny Johnson  
Brian and Meg Aldrich

## Kenia Lopez

---

**From:** Josh Albrektson [REDACTED]  
**Sent:** Tuesday, August 18, 2020 1:05 PM  
**To:** City Council Public Comment  
**Subject:** Public Comment for August 19th City Council Meeting

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read aloud (248 words)

I am writing today to let you know that the current plan from Placeworks stating that South Pasadena will produce 1,000 ADUs over the next 8 years as part of their Housing Element is non-compliant and will be rejected when South Pasadena turns in it's housing element in March. South Pasadenas current housing capacity is short about 1400 housing units, not the 926 that Placeworks claims.

I have provided the links to the specific information on the HCD website and Memo. The amount of ADUs claimed in the 6th cycle RHNA must be claimed on recent production if the data is available. Here is the direct quote:

"The projection of ADU and JADU development must be based on realistic capacity and development trends of ADUs and JADUs in the previous planning period."

South Pasadena has issued 18 ADU permits this year, a far cry from the 125 ADUs per year in the Planworks estimate. The 125 ADUs per year is 4 times the production of Los Angeles and 12 times that of Pasadena.

The past two months have been wasted pretending as if this is legal and decisions are being made on this faulty assumption. I don't want the city to spend \$150,000 on a March ballot measure to be put in place only to find out later that it is not enough to do what is legally required of South Pasadena.

I encourage you guys to talk to HCD before wasting this kind of money.

**STOP READING ALOUD**

Here is a link to the section on ADUs. I am pulling out some important sentences:

<https://www.hcd.ca.gov/community-development/building-blocks/site-inventory-analysis/accessory-dwelling-units.shtml>

To rely on ADUs or JADUs as part of an overall adequate sites strategy to accommodate (a portion) of the regional housing need, the element must include an estimate of the potential number of these units to be developed in the planning period based on an analysis that considers the following factors:

- 1.
2. **the number of ADUs or**
3. **JADUs developed in the prior planning period;**
- 4.
- 5.
6. community need for these
7. types of housing units,
- 8.
- 9.
10. the resources and/or incentives

- 11. available that will encourage the development of ADUs; and
- 12.
- 13.
- 14. the availability of ADUs
- 15. and JADUs that will be part of the rental stock, rather than used as offices or guest houses,
- 16.

**The projection of ADU and JADU development must be based on realistic capacity and development trends of ADUs and JADUs in the previous planning period.** In addition, the housing element must describe and analyze factors that could affect ADU and JADU development within the planning period. At a minimum, the element should analyze development standards (i.e., heights, setbacks, minimum and maximum unit sizes, lot coverage, parking standards, etc.), zones allowing ADUs (by right), architectural review standards, fees and exactions, and any other potential constraints impacting the development of ADUs and JADUs.

Here is the link to the June 10th HCD memo. Go to page 31 for ADUs

[https://www.hcd.ca.gov/community-development/housing-element/docs/Sites\\_inventory\\_memo\\_final06102020.pdf](https://www.hcd.ca.gov/community-development/housing-element/docs/Sites_inventory_memo_final06102020.pdf)

Here is the 7/24 HCD webinar on the subject. Go to minute 42 for ADUs analysis.

<https://www.youtube.com/watch?v=pgcVjMEA-Fo&feature=youtu.be>

Go to minute 47:25 for their sample city. Notice they claim 60 ADUs out of a total of 1130 units.



## Determination

Adjustment Factor	Very Low	Low	Moderate	Above Moderate
<b>RHNA</b>	<b>300</b>	<b>200</b>	<b>165</b>	<b>465</b>
Entitled, Permitted, or Constructed Project Projects	50	50	0	200
Accessory Dwelling Unit Potential	10	15	15	10
Adequate Sites Alternative Preservation	20	16		
Multifamily Residential R-3 (Vacant)	75	50		
Mixed Use MU (Nonvacant)	75	50	50	
Multifamily Residential (Vacant) R-2			75	
Single-Family (Vacant) R-1				200
Spring Valley Specific Plan			150	250
<b>Total</b>	<b>230</b>	<b>181</b>	<b>290</b>	<b>660</b>
<b>Shortfall/Surplus</b>	<b>-70</b>	<b>-19</b>	<b>+125</b>	<b>+195</b>

## Moderate + Above Moderate RHNA Easily Accommodated on Vacant Lots and ADUs - through Existing Zoning, Draft DTSP\* and Draft General Plan Neighborhood Centers

\*Assume 50 units/acre for Draft DTSP

	Extremely Low	Very Low	Low	Moderate	Above Moderate	Totals
<b>RHNA</b>	377	377	397	333	578	2,062
<b>Projected ADUs</b>	0	0	200	400	400	1,000
<b>Vacant Sites – DTSP and Draft GP</b>		25		73	258	356
<b>Remaining or (Surplus) RHNA</b>		<b>926</b>		(140)	(80)	

Density Assumptions: Extremely Low, Very Low and Low – 30 du/ac on sites > 0.5 acres; Moderate – 14-30 du/ac, sites allowing 30 du/ac < 0.5 acres; Above Moderate – 6 or less du/ac

--  
Josh Albrektson MD  
Neuroradiologist by night  
Crime fighter by day

**From:** [D. Shane](#)  
**To:** [Maria Ayala](#); [City Council Public Comment](#)  
**Cc:** [ezneimer](#)  
**Subject:** August 19 2020 City Council Meeting: Agenda Item No. 2 (General Public Comments): PLEASE READ OUT LOUD  
**Date:** Tuesday, August 18, 2020 11:26:40 PM  
**Importance:** High

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Maria:

Please read the message below out loud to the City Council during Agenda Item No. 2, General Public Comments, on August 19<sup>th</sup>.

Thank you.

Sincerely,

Delaine Shane

---

Dear Mayor and Council Members:

Please re-order Agenda Item No. 25 (Audit Presentation By Rogers, Anderson, Malody & Scott LLP), and place it before the Consent Calendar to be heard. This is an extremely important presentation that many South Pasadenan residents have been asking for at each City Council meeting for some time now. Also, if the consultant is being paid by the hour before being made available for their presentation, then that is an extra charge our City should not absorb. Thank you for your consideration.

Sincerely,

Delaine Shane  


August 19, 2020  
General Comment

***Please read comment aloud into minutes.***

Dear Councilmembers:

We request the City Council to consider expanding the criteria for when a local daytime drop-in cooling center should be opened. We recommend the Council to request city staff to evaluate the costs and feasibility of lowering the temperature standard from 96 to 86 degrees for opening a cooling center for seniors, families and others.

Due to the COVID-19 pandemic, many families have lost jobs, suffered reductions in income, and are spending more time in their homes.<sup>1</sup> They are less likely to be able to afford the higher electric bills that come with summer and Santa Ana wind seasons during the upcoming hottest months of the year. The South Pasadena Library is not yet open and our children are not physically attending school, so they have significantly less access to air-conditioned spaces than before.

The Senior Commission is dark in August and our request came to late too be included in the PSC agenda for August, so we are coming directly to the city council for action on this request.

Despite COVID-19 limitations on group gatherings, we believe that adequate social distancing can be maintained at the Senior Center, Library Community Room, or better, the War Memorial which has two floors.

The County of Los Angeles and surrounding cities, activate their cooling centers when the temperature is forecast to be in the high 80's. South Pasadena should be at least be as good, or better in serving our most vulnerable and at-risk residents.

Signed,

- |                     |                       |
|---------------------|-----------------------|
| 1. Abby McCrate     | 9. Anne Bagasao       |
| 2. Adam Murray      | 10. Andrew Terhune    |
| 3. Alan Ehrlich     | 11. Beverly Biber     |
| 4. Alexander Aquino | 12. Brandon Yung      |
| 5. Aliza Rood       | 13. Caitlin Lainoff   |
| 6. Allison Smith    | 14. Caroline Kimbel   |
| 7. Amy Jones        | 15. Carla Obert       |
| 8. Andrea Seigel    | 16. Cassandra Terhune |

---

<sup>1</sup> Horsley, Scott. "Pandemic Electric Bills Are Searing Hot, As Families Stay Home." National Public Radio, August 17, 2020. <https://www.npr.org/2020/08/17/902649824/pandemic-electric-bills-are-searing-hot-as-families-stay-home>

17. Cat Swallow
18. Che Hurley
19. Denise Philley
20. Ed Donnelly
21. Ella Hushagen
22. FJ Pratt
23. Grace Dennis
24. Helen Tran
25. Jan Marshall
26. Janna Conner-Niclaes
27. Justin Ehrlich
28. Jenny Muninnopmas
29. Jack Donovan
30. Jean Yu
31. John Srebalus
32. Jon Primuth
33. Jonathan M. Eisenberg
34. Kiera Atkinson
35. Kristin Cheney
36. Kristen Kuhlman
37. Laboni Hoq
38. Laurie Chatham
39. Levi Srebalus
40. Linda McDermott
41. Lisa Rosenberg
42. London Lang
43. Mariana Huerta Jones
44. Mary Urquhart
45. Matthew Hubbard
46. Meghan Kiser
47. Myron Quon
48. Owen Ellickson
49. Raf Niclaes
50. Richard Marshall
51. Roya Yasharpour
52. Sam Burgess
53. Sandy Shannon
54. Sarah Erlich
55. Sarah Perez-Silverman
56. Sean Singleton
57. Sierra Betinis
58. Shari Sakamoto
59. Sheila Rossi
60. Sofia Lopez
61. Sorrel Barnard
62. Stephanie Ehrlich
63. Stephen Rossi
64. Tony Lockhart
65. Tzung-lin Fu
66. Vladimir Paperny
67. William Kelly
68. Yuki Cutcheon



OPEN SESSION COUNCIL

MEETING GENERAL PUBLIC COMMENT – NON-AGENDA ITEM

From: Anne Bagasao

Date : August 19, 2020

Now that a poison has been extracted from this Council, you four, especially Mayor Joe, have an obligation to do everything in your ability to set this ship straight.

Hundreds and thousands of dollars squandered on unnecessary legal fees, questionable consulting contracts and vanity projects of a now disgraced City Councilperson. Yet, we do not have a sound budget thanks to the people that the Councilwoman fraudulently praised and defended.

This nonsense must end!

What must also end is the insistence that you will only hear public comments through the awkward and reluctant voices of Maria Ayala and Kenia Lopez. The time is now for live public comment. It's time to relieve our staff of the burden of sifting through, what must be, an historic amount of comments; and having to read aloud the deserved harsh words directed at their boss.

Imposing this task upon them, is cruel. Your refusal to allow us to call-in, is cowardly. Stop attempting to dilute our voices by forcing Maria and Kenia to speak for us. Let us speak!

The despicable and abusive presence of Khubesrian may be gone but there is damage to repair and much to be said in the aftermath. Let us speak!

Let our voices be heard so we that together we can restore dignity, integrity and transparency to this precious process. Let us speak, since you prefer to be silent.

**From:** [Tom Williams](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Moffat Extension - Lowell Ave Connection Item 2 Public Comments  
**Date:** Wednesday, August 19, 2020 8:49:30 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dr. Tom Williams, North Director, LA-32 Neighborhood Council, City of Los Angeles

Item 2; Public Comment – General; Please: Read.

The Planning Commission met on 081120 and approved the 600 ft Moffat Private Street Extension, its sole connection to Lowell Av., and assumed haul route in/through Los Angeles only, and CEQA's Categorical Exemption for Street, retaining walls, and driveways in both Los Angeles (upto 10 parcels) and South Pasadena (upto 5 parcels) without coordination or concurrence with the City of Los Angeles and with South Pasadena's assumption of Lead Agency status. The CEQA process has been piecemealed to avoid more rigorous assessment, and services are undocumented and unsustainable for either cities.

Such actions are wrong and are being appealed through Los Angeles agencies. We hope that the Council will rectify these errors and coordinate closely with all LA agencies. If not, see you in court.

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Closed Agenda Session and Public Comments for Open Session  
**Date:** Wednesday, August 19, 2020 11:33:08 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read and enter into the record for Agenda Items B and C (Closed Session) and read aloud during the Public Comment Section (Open Session)

Although the closed agenda does not list what litigation the city is pursuing, we believe it is reasonable to assume that it is litigation against Ms Alison Smith. The city is already paying an enormous sum (\$3M) after being sued by a former employee. I urge the City Council to weigh the risks and benefits to the city of pursuing further litigation against Ms. Smith. Regardless of whether the sewage spill was caused by her or not, AT THIS POINT the city has so damaged their case, that it is likely that any claims that she makes for emotional distress and damages will be awarded. The city cleaned up the sewage spill itself, which is an admission of guilt and responsibility. The city failed to follow proper planning (failed to even locate the plan) for dealing with sewage. The city also failed to release the soil test results. After Ms. Smith went public, the city retaliated against her with a fishing expedition for code violations. In order to obtain the civil warrant, the city lied by omission to the court. The city also possibly lied about the source of the supposed code complaint. Settle this case now and stop the litigation.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**From:** [Micah Haserjian](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Item 2. Public Comment – General - Please Read During Meeting  
**Date:** Wednesday, August 19, 2020 11:51:01 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1. Micah Haserjian
2. General Public Comment
3. Please read during meeting

On 081120 the Planning Commission met and approved the Moffat Private Street Extension project No2191-HDP/TRP, with its sole connection to Lowell Ave. in Los Angeles. It assumed all construction in and through Los Angeles, a CEQA Categorical Exemption for the Street, retaining walls, water lines, storm drainage, street lights and driveways in both Los Angeles and South Pasadena without coordination or concurrence with the City of Los Angeles.

It is clear that the Planning Commission and Planning Department wanted to wipe their hands clean of this project and only appease the developers by granting approval while diverting most of the impact to the city of LA. The decision was rushed due to the developers demands and legal threats without performing proper research into the impact on the city of LA.

Additionally, I was assured that a solution to keep the current access to my home without destroying my deck and driveway would be provided before the approval. This still has not been resolved and I was not contacted about this until the morning before the hearing, only after I pressed the planning department to do so.

We hope that the Council will rectify these errors and coordinate closely with all LA agencies. We will be appealing through the City of Los Angeles due to the discriminatory practice of charging \$2k+ to file a formal appeal with South Pasadena.

Thank you for your research and consideration of this situation.

Micah Haserjian

So Pasadena City Council Meeting Aug 19, 2020

General Public Comment - **TO BE READ ALOUD**

Alan Ehrlich, candidate for council district 3

Mr. Mayor, Honorable Council Members,

On the July 15 city council open agenda, Item 9 was a request to the council to approve an updated document retention and document destruction policy. In light of recent events involving a former council member and possible investigations into the conduct of certain city employees in general and the finance department in particular,

I ask this council to put a moratorium on ANY and ALL document and records destruction for ANY and ALL city departments until the District Attorney's Public Integrity Unit completes its investigation, the prior and current year financial audits are completed and minimally for no less than 12 months from today.

Thank you,

Alan Ehrlich



**From:** [Alan Ehrlich](#)  
**To:** [City Council Public Comment](#); [City Clerk's Division](#)  
**Cc:** [Michael Cacciotti - Personal](#); [Dr. Richard Schneider - Personal](#); [Ben Tansey](#); [Zane Hill \(SoPasReview\)](#)  
**Subject:** Non-Agenda Public Comment for Council 8/19/20  
**Date:** Wednesday, August 19, 2020 5:32:41 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Clerk,

Please read this public comment on a non-agenda item aloud at this evening's city council meeting. If the attached photos can not be displayed during the reading of the comments, I request they be attached to the additional documents

Thank you,  
Alan

Mayor Joe and honorable council members,

While I would normally give unconditional appreciation to staff for serving the needs of our residents, neither the city manager nor council member Mahmud deserve any credit for prepping the War Memorial for use as a cooling shelter after a week of 90 degree plus days.

The credit for getting the city to do the right thing, the humane thing, and open any cooling centers for our seniors and families belongs entirely to residents Helen Tran, Ella Hushhagen and the more than 50 residents who signed their petition in the last days when they learned the city did not plan to open any cooling shelters. This is not rocket science, this is governing and city managing 101, take care of the needs of your residents. The county and neighboring cities began preparing and opening shelters a week ago instead of making excuses. It should not have taken an act of Congress or the persistence of concerned & caring community members to get our city leadership to take responsible actions.

I would like to thank council candidates Jack Donovan and Jon Primuth for adding their names to mine in support of Ella, Helen, our seniors and families.

Alan Ehrlich  
City Council Candidate District 3

---

# Los Angeles County Emergency Cooling Centers



## SAFETY RULES AND PROCEDURES



If you have COVID-19 symptoms (cough, fever, or difficulty breathing),  
**entry not allowed.**



All visitors and staff must wear a face covering at all times.



Hand sanitizer, soap/water or disinfectant are available to all visitors and staff.



All high-contact areas inside are cleaned and disinfected according to guidance provided by the Center for Disease Control.



All visitors\* and staff must practice physical distancing at all times - keep at least 6 feet away from one another.



Staff may limit the number of visitors inside at any time to maintain physical distancing.

Have a safety question or need help?  
**Ask one of our helpful Emergency Cooling Center staff.**

\*Note: Family members arriving from the same household are exempt from this rule









**NOTICE**  
Practice Social  
distancing



ENTER

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 8**

**Award of Contract to RKA Consulting Group for the Engineering Design, Construction Management and Inspection Services of Fiscal Year 2019-20 Street Improvement Projects in an Amount Not-to-Exceed \$202,636**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 9**

**Award of Contract to Interwest Consulting Group, Inc. for the On-Call Public Works Engineering Plan Checking Services Starting in Fiscal Year 2020-21 in an Amount Notto-Exceed \$55,000**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2



**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 10**

**Award of Purchase Contract with Long Beach  
BMW for Three (3) Fully Outfitted BMW RT-P  
Police Motorcycles in the Amount of \$114,338**

1. Helen Tran & Ella Hushagen
2. Sam Burgess
3. Patricia and Shalimar Duff



August 19, 2020

**Public Comment for the August 19, 2020 South Pasadena City Council Meeting**

Re: Agenda Item 10

*Please read comment aloud into the meeting minutes.*

Dear City Council:

We—the 73 undersigned individuals of South Pasadena—strongly oppose the contract to purchase three fully outfitted BMW police motorcycles with \$114,338 in COPS grant funds. The request is tone deaf in this moment of reckoning regarding racist policing and the outsize share of our city’s budget consumed by law enforcement. The claim that motorcycles facilitate more direct contact with the public and are a beneficial community relations tool is absurd and insulting. Traffic enforcement often leads to too much law enforcement contact initiated against Black and Latinx people, too often with fatal consequences.

The SPPD’s request is also unjustified: it already has 32 vehicles, including three (3) motorcycles, with an annual maintenance cost of \$100,000.

SPPD’s argument that it needs to replace all three motorcycles for traffic enforcement lacks merit. Traffic—and logically, traffic enforcement—is markedly down with children home from school and COVID-19 business closures in effect for the foreseeable future.

Replacing Hondas with BMWs betrays an appetite for luxury toys and military-tactical upgrades the state and federal governments are overly eager to bankroll—a legacy of neoconservative policies enacted long before Ferguson. It is anathema to this community.

The City is facing a budget shortfall to the tune of \$3.5 million. City leaders are preparing citizens for austerity. Mayor Pro Tem Mahmud told residents that there is no money to staff a cooling center at the War Memorial Building—a relatively modest expense that would mean a lot to people struggling to pay their utility bills. Black Lives Matter activists have protested at Fair Oaks and Mission for over 70 days, asking for realignment of the city’s budget away from militaristic law enforcement in favor of human services. Yet the city is prepared to ignore the opportunity cost of purchasing brand new luxury police vehicles. Austerity for those who can least afford it, German engineering for the police. It is a thumb in the eye of South Pasadena residents fighting to make this town better. Please do not approve it.

Signed,

- |                          |                                   |
|--------------------------|-----------------------------------|
| 1. Afshin Ketabi         | 7. Amy Turk                       |
| 2. Alexander Aquino      | 8. Andrew Terhune                 |
| 3. Alexandria Levitt     | 9. Ann Messana                    |
| 4. Aliza Rood            | 10. Anna McCurdy                  |
| 5. Allie Bowne Schreiner | 11. Anne Bagasao                  |
| 6. Amy Jones             | 12. Auxenia Grace Privett-Mendoza |

13. Barbara Eisenstein
14. Caitlin Lainoff
15. Carla Obert
16. Cassandra Terhune
17. Che Hurley
18. Christopher Becker
19. Daisy Mayer
20. David Carbonara
21. David Hillel
22. Ella Hushagen
23. Fahren James
24. Felicie Borrendon
25. Fiona Eddy
26. Frederick Eberhardt
27. Glen Eddy
28. Helen Tran
29. Ilai Gilbert
30. Janna Conner-Niclaes
31. John Srebalus
32. Kara Lane
33. Kate Hillel
34. Katharine Florence
35. Katie Telser
36. Kerrie Barbato
37. Kiera Atkinson
38. Laboni Hoq
39. Laurent Borredon
40. Leslie Ito
41. Levi Srebalus
42. Linda McDermott
43. London Lang
44. Lulu Talesnick
45. Madeline Di Giorgi
46. Mariana Huerta Jones
47. Matthew Barbato
48. Michelle Round
49. Nancy Jo Lane
50. Nina Rathbun
51. Norma Hernandez
52. Ohad Gilbert
53. Paige Fillion
54. Pam Privett
55. Polly Grant
56. Quinn Manzo
57. Raf Niclaes
58. Riko Enomoto
59. Robert Grant
60. Robin Becker
61. Ross McLain
62. Sandy Shannon
63. Sarah Erlich
64. Sarah Perez-Silverman
65. Sean Singleton
66. Shari Sakamoto
67. Sierra Betinis
68. Sofia Alva
69. Sofia Lopez
70. Steven Wong
71. Susan Grant
72. Tzung-lin Fu
73. Will Hoadley-Brill

**From:** [Sam Burgess](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Comment--City Council Meeting August 19, 2020  
**Date:** Wednesday, August 19, 2020 9:40:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Re: Comment on Item #10--Award of Purchase Contract With Long Beach BMW  
Sam Burgess  
You may use my name

---

As a resident who avidly hikes throughout our local mountains and walks throughout our city, I write to support this proposal.

As a pedestrian, I can speak from years of experience the dangers of traffic in South Pasadena. Traffic issues are prevalent in all areas of the city but are most dangerous in streets such as Meridian Ave., Fremont Ave. and Fair Oaks Ave. One only has to poll the residents to verify the dangers on these streets. Covid-19 restrictions may have reduced traffic but it has not reduced the very real and dangerous drivers. Traffic will eventually return to pre-Covid levels with increasingly dangerous traffic.

Any reasonable or rationale person will readily understand, while they may not be the only solution, motorcycles used in traffic enforcement can only save lives. My life included--and I have come close to losing mine on many occasions because of uncaring and ignorant drivers. Yes, there will be those who will attempt to use the purchase of motorcycles as a way to push a particular political agenda. However, traffic enforcement is a safety issue, not a racist or militaristic issue. There is nothing tone-deaf about saving lives.

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 11**  
**Execution of the Fund Transfer Agreement to**  
**Receive Safe Clean Water Program's Fiscal Year**  
**2020-21 Municipal Fund**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff  
[REDACTED]  
District 2

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 12**

**Adoption of a Resolution Approving Application for Urban Counties Per Capita Grant Funds and Approval of Memorandum of Understanding (MOU) with City of Pasadena**

1. Patricia and Shalimar Duff



**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

[REDACTED]

District 2

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 13**

**Discretionary Fund Request from Councilmember Khubesrian in the Amount of \$3,870 for a Black Lives Matter Mural**

1. Patricia and Shalimar Duff
2. Alan Ehrlich

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**From:** [Alan Ehrlich](#)  
**To:** [City Council Public Comment](#); [City Clerk's Division](#)  
**Subject:** Public Comment, Agenda Item #13 Council Meeting 8/19/20  
**Date:** Wednesday, August 19, 2020 12:46:11 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Maria,

If this item has not already been entirely pulled from the agenda, please read this comment aloud at this evening's council meeting.

Mr. Mayor, Councilmembers,

I ask that item 13, a discretionary fund request by former council member Khubesrian, be pulled from the agenda.

With the resignation of the council member effective yesterday, this request is moot. Any unspent discretionary funds which had been allocated to the disgraced councilmember should be returned in their entirety to the residents and taxpayers of South Pasadena.

Should any of the remaining four council members seek to modify agenda item 13 to propose using their individual discretionary funds, that is a new request and should come back as a properly noticed agenda item at a future council meeting.

thank you,

Alan Ehrlich  
Candidate for City Council

**Public Comment 8/19/2020 REGULAR City Council Meeting**

**AGENDA ITEM NO. 14**

**Acceptance and Approval of the San Gabriel Valley Council of Governments Homelessness Grant Award in the Amount of \$165,000 for the City's Homeless Plan Implementation and the Development and Implementation of a Prevention and Diversion Program to Prevent City Residents from Becoming Homeless**

1. Helen Tran & Ella Hushagen
2. Patricia and Shalimar Duff

August 19, 2020

Sent via email to: ccpubliccomment@southpasadenaca.gov

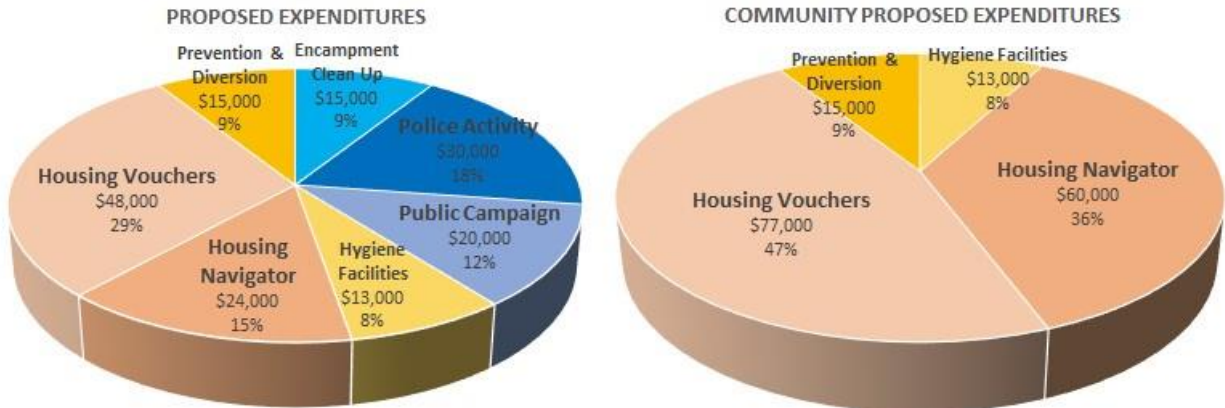
RE: Comment to Agenda 14, Homelessness Grant Award in the Amount of \$165,000

**Please read aloud into the meeting minutes.**

Dear Councilmembers:

We—the 75 undersigned individuals of South Pasadena—oppose using any portion of the \$165,000 for homeless services from the San Gabriel Valley Council of Governments on activities involving the South Pasadena Police Department. Services for the unhoused should not be a police function. As proposed, about 40% or \$65,000 of the grants will go toward supporting police sweeps, police contact with the unhoused, and a public campaign to promote police involvement in homeless services. Strategies involving the police to address homelessness are ineffective, as officers are not professionally trained to provide housing, mental health, and other social services. Please review the MOU and Scope of Work carefully; the report prepared by city staff summarizing the contract’s tasks mischaracterizes the level of police involvement.

This proposal is completely out of touch with the ethos of our city in 2020. Our calls for racial justice—on the streets, in our listening sessions with you, and through numerous public comments—demand actual action by the Council to decrease the City’s reliance on police powers to deliver social services.



As such, we request the Council to vote “no” and reject the City Manager’s recommendation to execute the MOU as proposed. Instead, the Council should direct staff to revise the scope of work consistent with the following principles:

- No amount of funding from these grants should be made directly to the police department.
- None of the funded activities from these grants should involve the police department.
- The City’s Project Manager for this MOU should not be from the police department.
- Maximize funding for housing vouchers, eviction prevention assistance, housing navigation services, and case management services.
- Allocate funding to make South Pasadena’s housing navigator a full-time position, rather than sharing her services with other cities.

Signed By:

1. Afshin Ketabi
2. Alexander Aquino
3. Alexandria Levitt
4. Aliza Rood
5. Allie Bowne Schreiner
6. Amy Jones
7. Amy Turk
8. Andrew Terhune
9. Ann Messana
10. Anna McCurdy
11. Anne Bagasao
12. Auxenia Grace Privett-Mendoza
13. Caitlin Lainoff
14. Carla Obert
15. Cassandra Terhune
16. Che Hurley
17. Christopher Becker
18. Daisy Mayer
19. David Carbonara
20. David Hillel
21. Ella Hushagen
22. Fahren James
23. Felicie Borrendon
24. Fiona Eddy
25. Frederick Eberhardt
26. Glen Eddy
27. Helen Tran
28. Ilai Gilbert
29. Janna Conner-Niclaes
30. Jean Yu
31. John Srebalus
32. Kara Lane
33. Kate Hillel
34. Katharine Florence
35. Katie Telser
36. Kerrie Barbato
37. Kiera Atkinson
38. Laboni Hoq
39. Laurent Borredon
40. Leslie Ito
41. Levi Srebalus
42. Linda McDermott
43. London Lang
44. Madeline Di Giorgi
45. Mariana Huerta Jones
46. Matthew Barbato
47. Michelle Round
48. Nancy Jo Lane
49. Nina Rathbun
50. Noel Garcia
51. Norma Hernandez
52. Ohad Gilbert
53. Paige Fillion
54. Pam Privett
55. Polly Grant
56. Quinn Manzo
57. Raf Niclaes
58. Riko Enomoto
59. Robert Grant
60. Robin Becker
61. Ross McLain
62. Sandy Shannon
63. Sarah Erlich
64. Sarah Perez-Silverman
65. Sean Singleton
66. Shari Sakamoto
67. Sierra Betinis
68. Sofia Alva
69. Sofia Lopez
70. Steven Wong
71. Susan Grant
72. Tzung-lin Fu
73. Will Hoadley-Brill
74. William Kelly
75. Zahir Robb

Cc: Samantha Matthews, SGVCOG Management Analyst  
(626) 457-1800  
[smatthews@sgvcog.org](mailto:smatthews@sgvcog.org)

Marisa Creter, Executive Director  
San Gabriel Valley Council of Governments  
[mcreter@sgvcog.org](mailto:mcreter@sgvcog.org)



**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 16**

**Resolution Initiating the Salary Reopener Provision  
Contained in the 2019-2022 Memorandums of  
Understanding with the South Pasadena Police  
Officers' Association, South Pasadena Firefighters'  
Association, and the South Pasadena Public Service  
Employees' Association**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 19**  
**Master Lease of Seven Wireless Facilities by Tower  
Ventures**

1. Patricia and Shalimar Duff

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 20**

**Al Fresco Dining and Retail Pilot Program - Phase 2**

1. Erin Mascho
2. Patricia and Shalimar Duff

**From:** [Erin Mascho](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Al Fresco Dining  
**Date:** Thursday, August 13, 2020 8:42:02 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I urge you to act quickly to expand the Al Fresco Dining program to all businesses, restaurants in particular. We need to do everything in our power to make sure restaurants can survive. Restaurants are a major generator of tax revenue for the city, hire more first time workers than any other industry, and boost the local economy. It's also widely known that restaurants operate on razor thin profit margins (typically around 5%). They do not have months of operating expenses in cash. The Independent Restaurant Coalition estimates that as many as 85% of independent restaurants (which is what our city has) will permanently close. There will be "For Rent" signs up and down Mission if we don't act quickly. By expanding and rapidly implementing the Al Fresco Dining program, you can give restaurants a shot at survival.

<https://www.saverestaurants.com/>

Name: Erin Mascho, South Pasadena resident  
I would like this comment read at the council meeting tonight.

Thank you!  
Erin



**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open Session (Regular) Agenda  
**Date:** Wednesday, August 19, 2020 11:26:51 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read once only and enter into record the following comment for Agenda Items 8, 9, 10, 11, 12, 13, 14, 16, 19, 20.2, and 20.3

We are disappointed to see these spending and contract items on the agenda, since the City Council and residents made it clear two months ago that the budget needed to be postponed until we have an audit. We strongly urge the City Council to reject the spending and contract items that City Manager DeWolfe put on this agenda UNTIL we have a budget. We have no idea what the state of our finances is and it is unwise to enter into further contracts or to commit to spending on projects until we have a handle on the city finances. We should not be approving budget items in a piecemeal fashion.

The Duff Family  
Patricia and Shalimar Duff

  
District 2

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 22**  
**Discussion of Fremont Avenue Traffic Calming**

1. Families on Fremont
2. Josh Albrektson

**From:** [Families on Fremont](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [Shahid Abbas](#); [Dr. Richard Schneider - Personal](#)  
**Subject:** 8/5/2020 City Council Agenda Item 19  
**Date:** Monday, August 3, 2020 4:52:16 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We would like this letter read, if possible, as part of the public comments for Item 19 for the City Council's August 5, 2020 Meeting. Thank you.

--

Dear City Councilmembers,

We are writing in support of the plan for Fremont Avenue that Public Works Director Shahid Abbas has put together. Mr. Abbas has considered the wishes of Families on Fremont and has a concept for short term and long term solutions that we believe are beneficial to our street. Mr. Abbas has brought his experience and expertise to try to find the best solutions and has agreed to continue to consider our neighbors' wishes as the concept moves forward and hopefully becomes reality one day.

We support the short term issues that Mr. Abbas has committed to performing, such as adding the purchase and installation of digital speed signs to the Capital Improvement Plan, coordinating with the Police Department for increased enforcement and deployment, replacing the faded striping along the corridor, and adding additional signs to deter trucks. Further, we are in favor of the addition of the right turn signal at Huntington and Fremont to encourage northbound traffic to turn east toward Fair Oaks.

We also support Mr. Abbas' efforts to apply for grants and to otherwise use money available to South Pasadena for longer term projects. His ideas of gateway treatments and channelizers to discourage traffic from entering Fremont Avenue from the north and south will help reduce cut-through traffic. The protected intersections will make it difficult for trucks to make turns onto Fremont. We also appreciate his willingness to consider medians and roundabouts to calm traffic and to add pedestrian crossings.

Mr. Abbas has emphasized in our discussions that he will continue to work with us until the project is complete. His professionalism in his dealings with Families on Fremont should be commended by the City Council and we look forward to seeing our street significantly improved after decades of neglect. We encourage you to take action that supports Public Works' concepts and projects for Fremont Avenue.

Respectfully,

Erna Ohlsson  
Brandon and Andrea Fox  
Rafael Lopez and Lisette Carreno  
Alexis and Oren Boxer  
Brian Bright  
Tony and Teri Ryan  
Ashlee Ricci

Dollie Chapman  
Toya Faye Cho  
Hannah and Alex Swanson  
Eugenie and Gilbert Chan  
Will Jong  
Leslie Brill and Cathleen Hoadley  
Michael Serrano  
Alexander Azat and Whitney Bruen-Azat

**From:** [Josh Albrektson](#)  
**To:** [City Council Public Comment](#)  
**Subject:** August 5th City Council meeting  
**Date:** Tuesday, August 4, 2020 9:49:41 PM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read aloud for Item 19.

Everything that has been presented as a recommendation for Fremont Avenue is what we should be doing for Mission St today. Every other city out size has made the main commercial street into a complete street. Montana Ave in Santa Monica, York Blvd in Highland Park, Larchmont in Los Angeles, Broadway in DTLA, Sate St in Santa Barbara, State street in Redlands, Runway Road in Playa Vista, and even Market St in Inglewood has made their main street into a complete street.

--

Josh Albrektson MD  
Neuroradiologist by night  
Crime fighter by day

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 23**  
**Discussion of Meridian Traffic Calming Measures**

1. Delaine Shane & Susan Sulsky
2. Lawrence Abelson

**From:** [D.W. Shane](#)  
**To:** [Maria Ayala](#); [City Council Public Comment](#)  
**Cc:** [Susan Sulsky](#); [ezneimer](#); [szneimer@gmail.com](mailto:szneimer@gmail.com); [laalaw@att.net](mailto:laalaw@att.net); [Kim Hughes](#); [Michelle.h826@gmail.com](mailto:Michelle.h826@gmail.com); [John E. Fisher](#)  
**Subject:** August 19 2020 City Council Meeting: Agenda Item No. 23: Discussion of Meridian Traffic Calming Measures: PLEASE READ OUT LOUD AT MEETING  
**Date:** Tuesday, August 18, 2020 11:06:24 PM  
**Attachments:** [image001.png](#)  
**Importance:** High

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Maria:

Susan Sulsky and I are jointly submitting the public comment below on behalf of the **SMART Families**. The total number of words for the body of the text is 478 words. I understand that this is acceptable given past reads for SPRIG2.0 and for Mr. William Kelly's public comment representing a large number of people. Please [read our comment out loud to the City Council during Agenda Item No. 23](#) (Discussion of Meridian Traffic Calming Measures), Public Comments.

As always, thank you so much for your attention to this matter and your professionalism.

Sincerely,

Delaine Shane

  
Families

Susan Sulsky

**87 Individuals** of the **SMART**

---

Dear Mayor and Council Members:

**SMART Families** in Districts 2 and 3 residing in and around Meridian Avenue, a collector street located between Monterey Road and Kendall Avenue, are requesting immediate action by the City Council to calm traffic and create safer conditions at crosswalks located on Meridian at Oak and Maple streets.

It is abundantly clear that we have been abandoned by our elected representatives and held hostage first by the threat of the 710 freeway, and repeated neglect by City staff and Council Members since 2000. It is not unreasonable to believe that improvements to streets are based on whom you know, who knows you, and other personal, not professional, efforts to keep our neighborhoods safe.

The Council overruled recommendations of other traffic studies for streets that did not merit stop signs and yet proceeded to direct their installation. The study for Milan and Oak was done to maximize pedestrian traffic from the school. However, the study at Meridian and Oak conducted this January was not handled the same way.

We were pleased that the City initiated Zoom meetings with us; yet, every recommendation by residents and commissioners of MTIC was met with roadblocks by Mr. Abbas. The simplest solution of painting red curbs on Meridian Avenue drew the dismissive response that Public Works did not have the staff to undertake this action. We do not understand how the staff ignores its residents, as well as recommendations by City Commissioners. It is even more problematic that City Council Members ignore the residents who vote them into office.

Here are the five near-term solutions offered by the City and those that we expect to have implemented within a six-month period:

1. **Pedestrian Crossing Warning Signs** – Signage recommended by W.G. Zimmerman Engineering, Inc. study, as well as additional signage along Meridian.
2. **Edge Line with Hash Marks** at widest part of Meridian Avenue near the gated community of Braewood Estates coming down hill.
3. **Review and extension of red curbs at intersections of Meridian Avenue** between Monterey Road and Kendall Street to facilitate turns from local side streets.
4. **Convex Mirror at Oak Street and Meridian Avenue** to facilitate turns from Oak Street onto Meridian Avenue.
5. **Installation of Rapid Rectangular Beacon at Oak/Meridian.**

Moreover, due to the inequities of the traffic engineering study in January, we seek the installation of a 3-way stop sign at the intersection of Oak and Meridian. We believe that pedestrian traffic based on census tract information can be extrapolated to meet the warrants required by the State to install this signage. This intersection is part of the Safe Routes to School Program that deserves the upmost safety for our children!

**An addendum to this Council meeting minutes should be the 43 public comments from the August 3<sup>rd</sup> MTIC meeting sent by residents of SMART Families that we requested Mr. Abbas to include as part of the record.**

Sincerely,

**SMART Families (87 individuals have signed below)**





Susan Sulsky  
[REDACTED]

Delaine, Russ, and Sara Shane  
[REDACTED]

Jason Wallace and Wendy Kim  
[REDACTED]

Sally and Sean Takada Teer  
[REDACTED]

Denise Philley, Paul Wood, and Linus Wood  
[REDACTED]

Wende and Robert Lee  
[REDACTED]

Jon and Margot Healey  
[REDACTED]

Kim, Brock, Owen, Peyton and  
Ryder Carlson  
[REDACTED]

Claire Gibbs  
[REDACTED]

Talia and Rolando Marin  
[REDACTED]

Alfred, Tani and Aislinn Meza  
[REDACTED]

Ron Rosen  
[REDACTED]

Suzy Campeau  
[REDACTED]

Kit Bellamy  
[REDACTED]

Nancy Michler  
[REDACTED]

Peggy O'Leary and John Vandercook  
[REDACTED]

Vaishalee Mehta  
[REDACTED]

Stephanie Stein, Johan Garcia, and  
Aidan Garcia  
[REDACTED]

Fayven, Andy, Zachary and Derrick Lee  
[REDACTED]

Kristen and Mark Swift  
[REDACTED]

Josh Shepard and Lisa Zahra  
[REDACTED]

Glen Duncan  
[REDACTED]

Eduardo, Ava, Lorenzo, Demarco Herrera  
[REDACTED]

Linda Esposito and  
Billy Reed  
[REDACTED]

Emily, James, and Georgia Beaghan  
[REDACTED]

Desiree Berreras  
[REDACTED]

Jim Dowd  
[REDACTED]

Nanci Batelaan and Willian Gibson  
[REDACTED]

Kris Curry, Rich Fox, and Dusty Fox  
[REDACTED]

Jerilyn Schmidt, Gregory Chun,  
Beatrice Chun, Jacob Chun, and  
Harrison Chun

[REDACTED]

Joanne and Tom Nuckols

[REDACTED]

Caleb and Betsy Smith

[REDACTED]

Amber and Patrick Haley

[REDACTED]

Jeff Tran

[REDACTED]

Joanne Heyler

[REDACTED]

Margie Menza

[REDACTED]

Katrina and Nathan Lowstuter

[REDACTED]

Elizabeth Bagasao

[REDACTED]

Jonathan Eisenberg and Linda Nguyen  
Monterey Hills area of South Pasadena

Richard and Lisa Petty

[REDACTED]

Alan, Stephanie, and Justin Ehrlich, and  
Banjong Muninnopmas

[REDACTED]

Sheila Rossi

[REDACTED]

**From:** [Abelson, Lawrence](#)  
**To:** [City Council Public Comment](#)  
**Subject:** 8/19/20 City Council Meeting - Agenda # 23 - PLEASE READ ALOUD  
**Date:** Wednesday, August 19, 2020 9:49:02 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am Vice Chair of the MTIC. Omitted from the staff report on measures recommended by our Commission for Meridian Avenue is that an all-way stop on Meridian at Oak should be reevaluated. Specifically, the stop sign analysis DID NOT consider all recognized criteria, including:

The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes (such as schools);

Locations where a road user, after stopping, cannot see conflicting traffic and negotiate the intersection safely; and

An intersection of two residential collector streets where multi-way stop control would improve operation.

All of these criteria were considered by a different consultant in its analysis of the proposed all-way stop on Oak Street and Milan Avenue. Importantly, the need to control vehicle/pedestrian conflicts near a school was the sole factor relied upon in justifying an all-way stop there.

On Meridian at Oak, the sightlines for westbound drivers on Oak towards both directions of Meridian are inadequate due to the sharp angle of that intersection and the curve and slope on Meridian. In addition, the crosswalk here is adjacent to and commonly used by students to travel to and from at least three different schools. Finally, both streets are residential collectors. Consideration of these factors should lead to the conclusion that a stop sign is warranted.

Since staff is resistant to further consideration of a stop sign here, I respectfully request that the Council direct staff to conduct a new stop sign analysis at Meridian/Oak employing all recognized criteria.

Thank you.

Classification: Public

---

**IMPORTANT NOTICE: This message is intended only for the addressee and may contain confidential, privileged information. If you are not the intended recipient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply e-mail and delete the message.**

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 24  
Presentation Regarding Black Lives Matter Mural**

1. Josh Atlas
2. Josh Albrektson

**From:** [Josh Atlas](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Public Comment for August 19th Meeting  
**Date:** Friday, August 14, 2020 11:55:04 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Josh Atlas  
Address: [REDACTED] South Pasadena, CA 91030  
To be read: Yes

**Comment:**

The city council of South Pasadena continues to show ignorance towards issues of racial justice and equality. Instead of proposing any policy that actually addresses issues of hate, violence, and injustice suffered by residents and visitors that are black, indigenous, or people of color, the council has pat itself on the back with a resolution that does nothing and now proposes spending on a mural to feel better about itself.

The Eight Can't Wait campaign has already written the policy for you. If you want to ally yourself with justice, you must do your job, stand up to Chief Ortiz and create meaningful change instead of using public time and resources to feel better about your complicity in police violence.

Josh.

--

Josh Atlas  
[www.joshatlas.com](http://www.joshatlas.com)

[REDACTED]

## Kenia Lopez

---

**From:** Josh Albrektson [REDACTED]  
**Sent:** Tuesday, August 18, 2020 5:30 AM  
**To:** City Council Public Comment  
**Subject:** Item 24 public comment 8/19/20 City Council Meeting

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read aloud for Item 24.

In 1911 a home for black orphans was established on Monterey Road. A week later South Pasadena drafted an ordinance making sure no kind of institution like that can be within 100 feet of a residence.

On May 14th, 1942, South Pasadenians of Japanese descent were ordered to meet on the corner of Mission and Fair Oaks, where they were put on trains and moved to internment camps. Those people were never able to come back to their homes.

In 1946 a grocery store was located on mission where Aro is today. They served Japanese customers and the owner received death threats.

South Pasadena was a sundown town. Minorities were not allowed to live in South Pasadena and had to leave at sundown. Rules were written into leases to be sure that only white people could buy homes in South Pasadena. It was only in 1964 that a Latino USC professor purchased a home because the real estate agent thought he was white.

In the 80's it was an influx of minorities that was one of the primary motivations for building restrictions put in place (See attached 1987 LA Times article)

[https://www.latimes.com/archives/la-xpm-1987-10-25-ga-16043-story.html?fbclid=IwAR1cvGW\\_tsO-HWHRsXQjjL1LLzGVC60ZBwbbfA2GecsCq\\_XzpiNtnci9J00](https://www.latimes.com/archives/la-xpm-1987-10-25-ga-16043-story.html?fbclid=IwAR1cvGW_tsO-HWHRsXQjjL1LLzGVC60ZBwbbfA2GecsCq_XzpiNtnci9J00)

For these reasons I believe the Black Lives Matter mural should be in a prominent location in South Pasadena such as the library or City Hall. South Pasadena must face its racist past.

# So. Pasadena for 'Whites Only,' Says City Mgr. Telling of Racial Bars

Existence of a typical fascist set-up in South Pasadena in which anti-democratic practices are actively enforced by the city government was revealed this week when South Pasadena's city manager, Frank Clough, admitted that since 1941 the city has been writing restrictive covenants into the deeds of all

property obtained by the city through delinquent taxes. Clough boasted:

"We do not have any Negroes nor do we have any other non-Caucasian people in South Pasadena. To insure the continuance of this policy, several years ago the city council instructed the city attorney to draw up a restrictive clause and insert it into all properties

ed to bow to public demand for keeping the city an exclusive white community and sent a memo to the city attorney and the city manager."

Clough elaborated:

"A citizens' organization, known as the South Pasadenans and headed by some prominent persons was active several years ago and arranged to insert a restrictive clause in the property deeds of about 85 percent of all the land in the city.

## South Pasadena, Cal. Wants Whites Only

PASADENA, Calif.—Frank Clough, South Pasadena city manager, admitted last week that since 1941 the city has been writing restrictive covenants into the deeds of all property obtained by the city through delinquent taxes.

--  
Josh Albrektson MD  
Neuroradiologist by night  
Crime fighter by day

**Public Comment 8/19/2020 REGULAR City Council  
Meeting**

**AGENDA ITEM NO. 25**  
**Audit Presentation By Rogers, Anderson, Malody & Scott**  
**LLP**

1. Ron Rosen
2. Patricia and Shalimar Duff



**From:** [Ron Rosen](#)  
**To:** [City Council Public Comment](#)  
**Subject:** August 19 City Council Agenda Item 25  
**Date:** Wednesday, August 19, 2020 10:28:17 AM

---

CAUTION: This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ron Rosen  
Item 25  
Please read aloud

We need an independent forensic audit of the city's finances at once. Absent that, people will have no trust in the city. Absent that, forget the UUT.

**From:** [Shalimar Duff](#)  
**To:** [Kenia Lopez](#)  
**Cc:** [Patricia Duff](#); [City Clerk's Division](#); [CCO](#); [City Manager's Office](#)  
**Subject:** August 19, 2020 City Council Meeting: Comment for Open (Regular) Agenda Session  
**Date:** Wednesday, August 19, 2020 11:22:07 AM

---

**CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please read and enter into record the following comment for Agenda Item 25 (Audit Presentation by RAMS)

We are deeply disturbed by South Pasadena's failure to publish an audit in over 2.5 years. The 18/19 audit is more than 18 months overdue and the 19/20 audit is not complete either. The core function of city government is to manage the city's finances, something which we are very concerned that City Manager DeWolfe and Finance Director Aceves are not competent to do. We ask that an independent forensic audit be conducted without delay and openly shared with residents, as we currently have no idea what is going on with our town's finances.

Thank you,

The Duff Family  
Patricia and Shalimar Duff

  
District 2