



**CITY OF SOUTH PASADENA
CITY COUNCIL REGULAR MEETING
AGENDA**

**Council Chamber
1424 Mission Street, South Pasadena, CA 91030
Wednesday, May 19, 2021 at 7:00 p.m.**

VIRTUAL MEETING

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and city employees with patience, civility and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all city business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for May 19, 2021 will be conducted remotely and held by video conference.

Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chambers will not be open for the meeting. Council Members will be participating remotely and will not be physically present in the Council Chambers.

The virtual meeting will be conducted over [ZOOM](#) and [broadcast live on the City Council meeting webpage](#). Registration is not required to participate in live public comment.

Webinar ID: 938 7065 7731

Passcode: 2364

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting via Zoom in one of the three methods below.

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information accordingly; or
2. Click on the following unique Zoom meeting link:
<https://zoom.us/j/93870657731?pwd=QnlTb20weWwxTEhuSmZ2RENYR3ZzUT09>; or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted to do so.

For additional Zoom assistance with telephone audio, you may find your local number at:

<https://us02web.zoom.us/j/kcqijC6iQx>

CALL TO ORDER: Mayor Diana Mahmud

ROLL CALL: Mayor Diana Mahmud
Mayor Pro Tem Michael Cacciotti
Councilmember Jack Donovan
Councilmember Jon Primuth
Councilmember Evelyn G. Zneimer

PLEDGE OF ALLEGIANCE: Councilmember Zneimer

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS: A Closed Session Agenda has been posted separately.

PUBLIC COMMENT AND SUGGESTIONS

The City Council welcomes public input. If you would like to comment on an agenda item, members of the public may submit their comments for City Council consideration **by one of the following options:**

Option 1:

Participants will be able to “raise their hand” using the Zoom icon during the meeting, and they will have their microphone un-muted during comment portions of the agenda to speak for up to 3 minutes per item. *(Note: For the purpose of best ensuring that all of the agenda items are considered at the Council Meeting, the Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to limit public comment(s) to less than 3 minutes on any given agenda item).*

Option 2:

Email your public comment(s) to ccpubliccomment@southpasadenaca.gov. Public Comments received in writing will not be read aloud at the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate: 1) your name (optional), and 2) agenda item you are submitting public comment on. The cutoff time for public comment to be submitted via email is 4 p.m. the day of the Council meeting.

Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

2. Public Comment – General

PRESENTATION

None

COMMUNICATIONS**3. Councilmembers Communications**

Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

4. City Manager Communications**5. Reordering of, Additions, or Deletions to the Agenda****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

Items listed under the consent calendar are -considered by the City Manager to be routine in nature and will be enacted by one motion unless a public comment has been received or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

CONSENT CALENDAR**6. Approval of Prepaid Warrants in the Amount of \$102,398.64; General City Warrants in the Amount of \$625,065.43; Transfers in the Amount of \$47,055.81**Recommendation

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

7. Authorize the Interim City Manager to 1) Execute the First Amendment with Metro for the Cycle 3 Open Streets Grant Agreement; 2) Authorize Staff to Issue a RFP to Develop a Slow Streets Program; 3) Authorize Staff to Issue a RFP for a Traffic Study to Analyze Travel Lane Closure Options; and 4) Authorize Staff to Issue a RFP for the Design and Installation of Removable Bollards on Meridian Avenue Between Mission Street and El Centro AvenueRecommendation

It is recommended that the City Council:

1. Authorize the Interim City Manager to execute the first amendment with the Los Angeles County Metropolitan Transportation Authority (Metro) (MTA) for the Cycle 3 Open Streets grant agreement to repurpose the \$420,000 grant award to support pandemic recovery; and
2. Authorize staff to issue a Request for Proposals (RFP) to develop a Slow Streets Program; and
3. Authorize staff to issue an RFP to analyze the impacts of temporary closures of a travel lane in each direction on Mission Street, between Orange Grove Avenue and Fair Oaks Avenue, and Meridian Avenue, between Mission Street and El Centro Avenue; and
4. Authorize staff to issue an RFP to design and install removable bollards on Meridian Avenue, between Mission Street and El Centro Avenue.

8. Renew Annual Agreement with Digital Map Products, LP for GovClarity, Map-Based Location Information License and Application

Recommendation

It is recommended that the City Council:

1. Appropriate \$25,100 from General Fund Reserves for map-based location data services in support of planning applications, to 101-7010-7011-8060; and
2. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,100 to renew the annual agreement for GovClarity for the term of October 1, 2020 through September 30, 2021.

9. Request for Approval of a Co-Sponsorship and Fee Waiver of “Grad Night” hosted by the South Pasadena High School Parent –Teacher –Student Association

Recommendation

It is recommended that the City Council approve the request from the South Pasadena High School Parent-Teacher-Student Association for co-sponsorship of the June 2 Grad Night 2021 and waive associated fees.

10. Appropriation of \$22,016 from the Arroyo Seco Golf Course Fund for New Range Equipment

Recommendation

It is recommended that the City Council appropriate Arroyo Seco Golf Course Reserve Funds in the amount of \$22,016 from Account No. 295-8040-8043-8020-000 to purchase an E-Z-Go all-electric range ball picker (\$14,682) and a Range Servant for ball washer and soaker (\$7,334).

11. Adoption of a Resolution Approving the Fiscal Year 2021-22 Engineer’s Report Declaring the City’s Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2021-22 Engineer’s Report declaring the City of South Pasadena’s (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District (LLMD) for June 16, 2021, at 6:30 p.m. in the Council Chamber.

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PUBLIC HEARING

12. First Reading and Introduction of an Ordinance to Amendment of Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code

Recommendation

It is recommended that the City Council introduce for first reading, read by title only, and waive further reading of an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, amending Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code.”

13. Project No. 2384-LHD - Approval of a City Historic Landmark Designation for property located at 1016 Orange Grove Avenue (Assessor’s Parcel Number 5315-019-037)

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the property known as the “Orange Grove Schoolhouse” at 1016 Orange Grove Avenue qualifies under criterion (1) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and
2. Designate the property known as the “Orange Grove Schoolhouse” at 1016 Orange Grove Avenue as a Historic Landmark (Historic Landmark No. 57) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

14. Project No. 2338-LHD - Approval of a City Historic Landmark Designation for property located 807 Bank Street (Assessor’s Parcel Number 5314-019-021)

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the property known as the “Mary E. Sowards House” at 807 Bank Street qualifies under criteria (1), (4), (6), and (7) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and
2. Designate the property known as the “Mary E. Sowards House” at 807 Bank Street as a Historic Landmark (Historic Landmark No. 56) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

ACTION / DISCUSSION

None

INFORMATION REPORTS

None

ADJOURNMENT

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

June 2, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
June 16, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.
July 7, 2021	Regular City Council meeting	Council Chamber	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets and any agenda related documents are available online for public inspection on the City website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>. Additional documents, when presented to City Council, will also be uploaded and available on the City’s website.

Regular meetings are streamed live via the internet at:
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

Individuals can be placed on an email notification list to receive forthcoming agendas by emailing CityClerk@southpasadenaca.gov or calling the City Clerk’s Division at (626) 403-7230.

ACCOMMODATIONS



The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk's Division at (626) 403-7230 or CityClerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City’s website as required by law.

05/13/2021

/s/

Date

Linda Thai

Deputy City Clerk



City Council Agenda Report

ITEM NO. 6

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Elaine Aguilar, Interim Assistant City Manager

SUBJECT: **Approval of Prepaid Warrants in the Amount of \$102,398.64; General City Warrants in the Amount of \$625,065.43; Transfers in the Amount of \$47,055.81.**

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 312466-312481	\$	37,035.57
ACH	\$	65,363.07
Voids	\$	0

General City Warrants:

Warrant # 312482-312540	\$	490,635.26
ACH	\$	134,430.17
Voids	\$	0

Payroll Period Ending 04/11/2021	\$	0
Payroll Period Ending 04/25/2021	\$	0
Wire Transfers Out (LAIF)	\$	0
Wire Transfers In (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers (Acct # 2413)	\$	0
Wire Transfers (Acct # 1936)	\$	47,055.81
Supplemental ACH Payment	\$	0
RSA:		
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	<u>774,519.88</u>
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Approval of Warrants
May 19, 2021
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Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List

ATTACHMENT 1
Warrant Summary

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

Date 05.19.2021

Fund No.	Amounts	
	Prepaid	Written
General Fund	83,398.79	225,991.40
Insurance Fund	5,094.38	-
Street Improvement Program	-	27,417.25
Facilities & Equip.Cap. Fund	-	232,980.00
Local Transit Return "A"	40.00	2,943.74
Local Transit Return "C"	76.02	1,060.36
TEA/Metro	-	-
Sewer Fund	-	27.04
CTC Traffic Improvement	-	-
Street Lighting Fund	-	12,610.07
Public,Education & Govt Fund	-	-
Clean Air Act Fund	-	-
Business Improvement Tax	-	-
Gold Line Mitigation Fund	-	-
Mission Meridian Public Garage	-	-
Housing Authority Fund	-	-
State Gas Tax	-	2,389.93
County Park Bond Fund	-	4,583.96
Measure R	-	-
Measure M	-	-
Road Maint & Rehab (SB1)	-	-
MSRC Grant Fund	-	-
Measure W	-	-
Measure H	-	-
Prop C Exchange Fund	-	-
Bike & Pedestrian Paths	-	-
BTA Grants	-	-
Golden Street Grant	-	-
Capital Growth Fund	-	-
CDBG	-	-
Asset Forfeiture	-	-
Police Grants - State	8,221.37	100,307.01
Homeland Security Grant	-	-
Park Impact Fees	-	-
HSIP Grant	-	-
Arroyo Seco Golf Course	-	-
Sewer Capital Projects Fund	-	-
Water Fund	2,219.04	12,781.42
Water Efficiency Fund	-	-
2016 Water Revenue Bonds Fund	-	-
SRF Loan - Water	-	-
Water & Sewer Impact Fee	-	-
Public Financing Authority	-	-
Payroll Clearing Fund	3,349.04	1,973.25
Column Totals:	102,398.64	625,065.43

Fund No.	Amounts	
	Prepaid	Written
RSA	-	-
RSA Report Totals:	-	-
City Report Totals:		727,464.07

Wire Transfer In - LAIF
 Wire Transfer Out - LAIF
 Wire Transfer - RSA
 Wire Transfer - Acct # 2413
 Wire Transfer - Acct # 1936 47,055.81
 Supplemental ACH Payments
 Voids - Prepaid
 Voids - General Warrant

Grand Report Total: 774,519.88

Diana Mahmud, Mayor

Elaine Aguilar, Interim Assistant City Manager

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ADPLC818 579493213	ADP, LLC Payroll Services 03/25/2021-04/12/2021	05/04/2021	10,168.91
Total for this ACH Check for Vendor ADPLC818:				10,168.91
ACH	AFLA7010 167385 599987	AFLAC Employee Optional Insurance March 2021 Employee Optional Insurance April 2021	05/04/2021	749.77 749.77
Total for this ACH Check for Vendor AFLA7010:				1,499.54
ACH	CDW5246 B275922	CDW Government LLC Licensing for Windows SQL Servers for PD Migration	05/04/2021	8,221.37
Total for this ACH Check for Vendor CDW5246:				8,221.37
ACH	CHA3010 2021-015	SPCC Corp Citywide Local Business Marketing Plan (C/A 05.05.2021) Item 15	05/04/2021	15,000.00
Total for this ACH Check for Vendor CHA3010:				15,000.00
ACH	COBR7131 1232570 129814	The Advantage Group HRA May 2021 Premium Reimb. Batch ID: 1232570 HRA April 2021 Admin Fee	05/04/2021	16,066.87 312.00
Total for this ACH Check for Vendor COBR7131:				16,378.87
ACH	ITCR2501 76-007446 76-007526	Intercare Holdings Insurance Svcs Workers Compensation Claims Administration February 2021 Workers Compensation Claims Administration March 2021	05/04/2021	1,899.32 3,195.06
Total for this ACH Check for Vendor ITCR2501:				5,094.38
ACH	KNPY8010 KDEP-8189	Kanopy LLC Kanopy Streaming Services for Library	05/04/2021	9,000.00
Total for this ACH Check for Vendor KNPY8010:				9,000.00
312466	AT&T5006 130464796 310144197	AT & T U-Verse Account # 130464796 (02/18-03/17/2021) Account # 310144197 (04/07-05/06/2021)	05/04/2021	90.24 197.24
Total for Check Number 312466:				287.48
312467	AT&T5011 248 134-6100 331 841-0756 331 841-0802 626 405-0051 626 441-6497	AT&T Account # 248 134-6100 210 5 (04/01-04/30/2021) Account # 331 841-0756 343 2 (03/07-04/06/2021) Account # 331 841-0802 343 6 (04/07-05/06/2021) Account # 626 405-0051 017 5 (04/11-05/10/2021) Account # 626 441-6497 357 0 (04/13-05/12/2021)	05/04/2021	19.36 33.34 67.05 3,087.36 1,106.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312467:	4,313.43
312468	ATCN9011 000016233306 000016233307 000016233682	AT&T Account # 9391036942 (02/27-03/26/2021) Account # 9391036943 (02/27-03/26/2021) Account # CLAPDSOPAS (02/27-03/26/2021)	05/04/2021	861.10 592.44 320.47
			Total for Check Number 312468:	1,774.01
312469	CIN4011 287014917916x04 287269956155x04 287299554301x03	AT&T Mobility Account # 287014917916 (03/09-04/08/2021) Account # 287269956155x04 (04/07-05/06/2021) Account # 287299554301 (02/20-03/19/2021)	05/04/2021	1,290.30 675.83 18.45
			Total for Check Number 312469:	1,984.58
312470	DBAR3011 10000159486 10000159486 10000159486	Brinks Inc. (Formerly Dunbar Inc.) Armored Services (Sept. 2020-April 2021) Bill I Armored Services (Sept. 2020-April 2021) Bill I Armored Services (Sept. 2020-April 2021) Bill I	05/04/2021	1,361.00 2,219.04 2,219.04
			Total for Check Number 312470:	5,799.08
312471	DTV5012 068653046210429	DIRECTV Account # 068653046 (04/28-05/27/2021)	05/04/2021	98.23
			Total for Check Number 312471:	98.23
312472	GOV1249 3682	Government Finance Officers Association Certificate of Achievement Review FY2019	05/04/2021	530.00
			Total for Check Number 312472:	530.00
312473	NXPX2920 2021-015	Nexusplex Citywide Local Business Marketing Plan (C/A 05.05.2021) Item 15	05/04/2021	15,000.00
			Total for Check Number 312473:	15,000.00
312474	PayPlus 26007	PayPlus Solutions Insight E-Tools Monthly Conversion of ADP Report to xml form	05/04/2021	217.00
			Total for Check Number 312474:	217.00
312475	RTPC5500 6014141	Regional TAP Service Center Metro 30 Day Senior Bus Pass Subsidy	05/04/2021	40.00
			Total for Check Number 312475:	40.00
312476	SCOT8300 IN1910937	So Cal Office Technologies Citywide Copier Account # CO72:21L124-002-S (01/01-04/01-21)	05/04/2021	2,651.03
			Total for Check Number 312476:	2,651.03
312477	SPEC5011 00530324	Spectrum Gas Products Oxygen Cylinder Tank Maintenance	05/04/2021	30.00
			Total for Check Number 312477:	30.00
312478	HAFR7000 080714849117 085033593485	The Hartford Life Insurance Employee Premiums (March 202 Life Insurance Employee Premiums (April 2021)	05/04/2021	911.25 938.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312478:	1,849.50
312479	TIM4011 0029763032721	Time Warner Cable Account # 8448 20 899 0029763 (03/16-04/15/21)	05/04/2021	246.36
			Total for Check Number 312479:	246.36
312480	VERW6711 9876181814 9876370771 9876370771 9876370772	Verizon Wireless Account # 571839627-00001 (02/24-03/23/21) Account # 270619951-00002 (02/27-03/26/2021) Account # 270619951-00002 (02/27-03/26/2021) Account # 270619951-00004 (03-27-04/26/2021)	05/04/2021	32.06 994.56 76.02 527.17
			Total for Check Number 312480:	1,629.81
312481	WLHD8020 14301575 14301596 14301600 14301623 14301634	Westlake Hardware Police Department Supplies Fire Department Supplies Fire Department Supplies Police Department Supplies Police Department Supplies	05/04/2021	187.41 125.78 241.61 16.53 13.73
			Total for Check Number 312481:	585.06
			Total for 5/4/2021:	102,398.64
			Report Total (23 checks):	102,398.64

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIR6010 9979574837	Airgas USA LLC Oxygen Cylinder Rental - April 2021	05/19/2021	285.59
Total for this ACH Check for Vendor AIR6010:				285.59
ACH	AMPM5011 40978-47662	AM/PM Door, Inc. Fire Dept. Garge Door Repair (04/13/2021)	05/19/2021	376.52
Total for this ACH Check for Vendor AMPM5011:				376.52
ACH	CHWP2010	Colantuono,Highsmith & Whatley,PC	05/19/2021	
	47319.0	General Services		10,000.00
	47320.0	Labor & Employment		4,091.50
	47323.0	Special Projects		14,371.50
	47324.0	Transportation 710 Issues		2,695.00
	47325.0	Misc. Litigation		4,158.66
	47326.0	Gardena v. RWQCB		169.00
	47327.0	Case 2		9,120.39
	47380	UUT Related Legal Fees		161.22
Total for this ACH Check for Vendor CHWP2010:				44,767.27
ACH	DDL8010	Dr. Detail Ph.D	05/19/2021	
	2315	Pressure Wash and Spray of Diamond Ave. Street Balcony		225.00
	2327	Fleet Cleaning and Sanitizing for Dial-a-Ride Vehicles - COVID-19		735.00
Total for this ACH Check for Vendor DDL8010:				960.00
ACH	EURO6710	Eurofins Eaton Analytical	05/19/2021	
	C0003399	Annual Water Quality Testing February 2021		2,640.00
	C0003450	Annual Water Quality Testing March 2021		3,585.00
	C0003494	Annual Water Quality Testing April 2021		2,678.00
Total for this ACH Check for Vendor EURO6710:				8,903.00
ACH	FERNO	Ferno-Washington, Inc.	05/19/2021	
	883569	Inline Fastner for Fire Dept. Gurneys		1,591.24
Total for this ACH Check for Vendor FERNO:				1,591.24
ACH	GPPT9090	Gopher Patrol	05/19/2021	
	462734	Rodent Control City Parks (03/31/2021)		250.00
	468368	Rodent Control City Parks (04/23/2021)		250.00
	468608	Rodent Control City Parks (04/23/2021)		95.00
Total for this ACH Check for Vendor GPPT9090:				595.00
ACH	GRA2010	Graham Company	05/19/2021	
	37846	Labor & Material to install Backup Emergency I		15,961.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor GRA2010:				15,961.74
ACH	LCW7456	Liebert Cassidy Whitmore	05/19/2021	
	1518369	Personnel Matters - 04/2021		70.50
	1518371	Personnel Matters - 04/2021		3,537.00
	1518373	Personnel Matters - 04/2021		807.00
	1518374	Personnel Matters - 04/2021		912.00
Total for this ACH Check for Vendor LCW7456:				5,326.50
ACH	OVDR8011	OverDrive Inc.	05/19/2021	
	01148CO21167254	eBooks/ Audiobooks		32.97
	01148CO21179195	eBooks/ Audiobooks		47.95
Total for this ACH Check for Vendor OVDR8011:				80.92
ACH	POSU8132	Prudential Overall Supply	05/19/2021	
	52468606	Public Works Scrapper Mats (04/20/2021)		3.87
	52468606	Public Works Scrapper Mats (04/20/2021)		3.87
	52468606	Public Works Scrapper Mats (04/20/2021)		3.87
	52468606	Public Works Scrapper Mats (04/20/2021)		3.87
	52468606	Public Works Scrapper Mats (04/20/2021)		3.87
	52468607	Public Works Uniform Cleaning Services (04/20/2021)		11.45
	52468607	Public Works Uniform Cleaning Services (04/20/2021)		9.65
	52468607	Public Works Uniform Cleaning Services (04/20/2021)		9.65
	52468607	Public Works Uniform Cleaning Services (04/20/2021)		14.38
	52468607	Public Works Uniform Cleaning Services (04/20/2021)		28.57
	52468608	Public Works Uniform Cleaning Services (04/20/2021)		26.55
	52468608	Public Works Uniform Cleaning Services (04/20/2021)		34.69
	52468609	Public Works Scrapper Mats (04/20/2021)		6.23
	52468609	Public Works Scrapper Mats (04/20/2021)		6.24
	52470623	Public Works Scrapper Mats (04/27/2021)		3.87
	52470623	Public Works Scrapper Mats (04/27/2021)		3.87
	52470623	Public Works Scrapper Mats (04/27/2021)		3.87
	52470623	Public Works Scrapper Mats (04/27/2021)		3.87
	52470623	Public Works Scrapper Mats (04/27/2021)		3.87
	52470624	Public Works Uniform Cleaning Services (04/27/2021)		28.57
	52470624	Public Works Uniform Cleaning Services (04/27/2021)		9.65
	52470624	Public Works Uniform Cleaning Services (04/27/2021)		9.65
	52470624	Public Works Uniform Cleaning Services (04/27/2021)		14.38
	52470624	Public Works Uniform Cleaning Services (04/27/2021)		11.45
	52470625	Public Works Uniform Cleaning Services (04/27/2021)		34.69
	52470625	Public Works Uniform Cleaning Services (04/27/2021)		26.55
	52470626	Public Works Scrapper Mats (04/27/2021)		6.24
	52470626	Public Works Scrapper Mats (04/27/2021)		6.23
Total for this ACH Check for Vendor POSU8132:				333.52
ACH	REP6115	Siemens Mobility, Inc.	05/19/2021	
	5610260672	Traffic Signal Maint. February 2021		2,163.63
	5610262028	Traffic Signal Maint. March 2021		2,163.63
	5620027797	Traffic Signal Call Outs for March 2021		2,422.08
	5620030584	Traffic Signal Call Outs for February 2021		1,120.91
	5620034329	Traffic Signal Replacement (El Centro & Freemont)		2,951.18
Total for this ACH Check for Vendor REP6115:				10,821.43
ACH	SGMC2013	St. George's Medical Clinic	05/19/2021	
	118796.0	Medical Exams		200.00
	129644.0	Medical Exams		200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	80830.0	Medical Exams		120.00
	99009.0	Medical Exams		200.00
Total for this ACH Check for Vendor SGMC2013:				720.00
ACH	STA5219	Staples Business Advantage	05/19/2021	
	3474117087	CSR Office Supplies		6.38
	3474238829	Police Office Supplies		37.86
	3474537074	Library Office Supplies		88.59
	3474602033	Police Office Supplies		6.93
	3474690456	Police Office Supplies		48.72
	3474690459	Police Office Supplies		24.35
Total for this ACH Check for Vendor STA5219:				212.83
ACH	TRA5998	Transtech Engineers, Inc.	05/19/2021	
	20204971	Building Division & Plan Check Services		18,000.34
	20204972	Building Division & Plan Check Services		25,494.27
Total for this ACH Check for Vendor TRA5998:				43,494.61
312482	AEAH8021 042121B2	AED Institute of America Inc. Annual AED Readiness Renewal	05/19/2021	300.00
Total for Check Number 312482:				300.00
312483	ALL0197 231265	All Star Fire Equipment, Inc. Safety Clothing & Equipment	05/19/2021	327.44
Total for Check Number 312483:				327.44
312484	AMLN8011 1099232	American Library Association Membership # 1099232 Renewal & Dues (Library)	05/19/2021	225.00
Total for Check Number 312484:				225.00
312485	ATSS6010 10140378 10140379	Athens Services Street Sweeping March 2021 Athens Bus Bench March 2021	05/19/2021	750.00 2,193.74
Total for Check Number 312485:				2,943.74
312486	AXON4010 SI-1665063	Axon Enterprise Inc. 27 Tasers - 60 Year 4 Payment X-26P Basic	05/19/2021	7,858.62
Total for Check Number 312486:				7,858.62
312487	BSHL6710	dba Jan Point Base Hill, Inc.	05/19/2021	
	20367	Citywide Janitorial Services January 2021		544.00
	20367	Citywide Janitorial Services January 2021		11,110.73
	20367	Citywide Janitorial Services January 2021		932.75
	20367	Citywide Janitorial Services January 2021		166.66
	20412	Citywide Janitorial Services February 2021		166.66
	20412	Citywide Janitorial Services February 2021		932.75
	20412	Citywide Janitorial Services February 2021		11,110.73
	20412	Citywide Janitorial Services February 2021		544.00
	20504	Citywide Janitorial Services March 2021		11,110.73
	20504	Citywide Janitorial Services March 2021		544.00
	20504	Citywide Janitorial Services March 2021		166.66
	20504	Citywide Janitorial Services March 2021		932.75
	20715	Citywide Janitorial Services April 2021		166.66
	20715	Citywide Janitorial Services April 2021		544.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20715	Citywide Janitorial Services April 2021		932.75
	20715	Citywide Janitorial Services April 2021		11,110.73
			Total for Check Number 312487:	51,016.56
312488	SHBE8032 6674	Shuny Bee Online Class Instructor: Jeetkundo	05/19/2021	235.20
			Total for Check Number 312488:	235.20
312489	BOBM2011 8874 8919 8965	Bob Murray & Associates Professional Services Recruiting Firm - Executive Search Professional Services Recruiting Firm - Executive Search Professional Services Recruiting Firm - Executive Search	05/19/2021	7,338.76 5,811.88 4,933.75
			Total for Check Number 312489:	18,084.39
312490	CAL5236 1858447 1860138	CA Linen Services Fire Dept. Linen Services Fire Dept. Linen Services	05/19/2021	102.40 87.79
			Total for Check Number 312490:	190.19
312491	CPC4011 18005 18006	CA Police Chiefs Ass'n Membership Renewal - Shannon Robledo Membership Renewal - Thomas Jacobs	05/19/2021	145.00 145.00
			Total for Check Number 312491:	290.00
312492	CLA8011 300009911	California Library Association Library Institutional Membership Renewal (Men	05/19/2021	600.00
			Total for Check Number 312492:	600.00
312493	CAN0607 20284 20294 20340	Cantu Graphics Printing Services 9x12 Aluminum Signs for Community Services Emergency Documents for EOC	05/19/2021	12.89 857.75 111.83
			Total for Check Number 312493:	982.47
312494	CRSC2013 2918	Capital Research & Consulting LLC Quarterly Fee for Overseeing 457 Deferred Comp.	05/19/2021	2,853.03
			Total for Check Number 312494:	2,853.03
312495	CHAG8032 6809-6821	Emily Chang Class Instructor: Online Piano & Kindermusik	05/19/2021	292.00
			Total for Check Number 312495:	292.00
312496	CCAC1020 9718	City Clerk's Assoc. of CA Linda Thai CCAC Training Class	05/19/2021	50.00
			Total for Check Number 312496:	50.00
312497	ALPD4010 SoPas - 03/2021	City of Alhambra Police Dept. Inmate Housing for March 2021	05/19/2021	1,806.00
			Total for Check Number 312497:	1,806.00
312498	PAS4012 30014530	City of Pasadena Shared Cost with Pasadena for Signal & Safety Lights	05/19/2021	1,423.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312498:	1,423.03
312499	CORE6011 82068855	CoreLogic Information Solutions, Inc. Public Record Information for Property Ownership Database LACO	05/19/2021	300.00
			Total for Check Number 312499:	300.00
312500	COR7788 6750-6745-6749	Darren Cornforth Class Instructor: Tennis 3 In Person Classes	05/19/2021	936.00
			Total for Check Number 312500:	936.00
312501	DSP0755 8929	D & S Printing Employee of Quarter Plaque	05/19/2021	27.56
			Total for Check Number 312501:	27.56
312502	DUNN9257 2170090479	Dunn Edwards Paints Paint Supplies for Orange Grove Park	05/19/2021	82.53
			Total for Check Number 312502:	82.53
312503	EVGI8520 27448	Emergency Vehicle Group Inc. Installation of Floor Bracing of New Gurney on FireVehicles RA7	05/19/2021	2,177.90
			Total for Check Number 312503:	2,177.90
312504	EMSA5011 99568	EMSAR Installation of Gurney Straps & Additional Equipment	05/19/2021	530.30
			Total for Check Number 312504:	530.30
312505	FGEN8020 9846989	Ferguson Enterprises LLC # 1350 City Plumbing Supplies: City Hall 2nd Floor	05/19/2021	245.58
			Total for Check Number 312505:	245.58
312506	GALL5011 018143390	Galls, LLC Order of 19 Nomex IIIA Wildfire Tactical Clothing	05/19/2021	2,705.60
			Total for Check Number 312506:	2,705.60
312507	GRTK9203 72673	Geo Tek, Inc. On-Call Material Testing & Geotechnical Services (FY19-23)	05/19/2021	1,793.50
			Total for Check Number 312507:	1,793.50
312508	THR5910 5663 5732	George L.Throop Co. Street/ Sewer Division Concrete Supplies Street/ Sewer Division Concrete Supplies	05/19/2021	399.85 247.71
			Total for Check Number 312508:	647.56
312509	ISGU4011 12.14-05.24.19	Issac Gutierrez Reimb.Academy expenses Ofcr. Guttierrez (12/14/18-05/24/2019)	05/19/2021	546.24
			Total for Check Number 312509:	546.24
312510	HATC8025 11889 11914	Halls Auto Tech Center Transit Division Vehicle Maint. Vehicle # 78 Transit Division Vehicle Maint. Vehcile # 77	05/19/2021	255.36 70.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 312510:	325.36
312511	INMC9010 16245 16361	Inland Mechanical Services, Inc. HVAC System Retrofit & Upgrade HVAC System Retrofit & Upgrade	05/19/2021	151,507.00 81,473.00
			Total for Check Number 312511:	232,980.00
312512	TAHZ8267 6769	Tahmizian Jivan Online Class Instructor: Piano	05/19/2021	224.00
			Total for Check Number 312512:	224.00
312513	JCRS5011 49244	Jones Coffee Roasters Fire Department - Coffee for March 2021	05/19/2021	139.05
			Total for Check Number 312513:	139.05
312514	LAN6401 INV-096050	Landscape Structures Inc Replacement of Portion of Slide @ Garfield Park	05/19/2021	1,741.32
			Total for Check Number 312514:	1,741.32
312515	LGGERS INV-00576-A	Languagers Inc. Video Interpreting Services	05/19/2021	11.90
			Total for Check Number 312515:	11.90
312516	LIFSVRSC 111981	Lifesavers Conference, Inc. Lifesavers Virtual Conference for Officer Sanchez	05/19/2021	275.00
			Total for Check Number 312516:	275.00
312517	LBBM4010 1002 1003 1004 40119	Long Beach BMW Motorcycles Purchase of 3 2020 BMW R 1250 RT-P Motorcy Purchase of 3 2020 BMW R 1250 RT-P Motorcy Purchase of 3 2020 BMW R 1250 RT-P Motorcy Service Repair for 2020 BKW R 125 RTP	05/19/2021	30,816.13 30,816.13 30,816.13 359.18
			Total for Check Number 312517:	92,807.57
312518	MNGTPD FILM 100	Main Gate Productions, LLC Fire Deposit Refund (Unused Hours)	05/19/2021	112.50
			Total for Check Number 312518:	112.50
312519	SHMG5270 114318	Shawn Montague Refund Class to Participant	05/19/2021	106.00
			Total for Check Number 312519:	106.00
312520	KLSR8032 6761	dba Kidz Love Soccer North American You Class Instructor: Online Class Parent & Me	05/19/2021	32.00
			Total for Check Number 312520:	32.00
312521	PEG4590 00091334467 00091334467	NUFIC AD&D Insurance Program: April 2021 AD&D Insurance Program: March 2021	05/19/2021	986.50 986.75
			Total for Check Number 312521:	1,973.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312522	JNNG8110 92851370	Jonathan Nugent Reimb. Training for Confined Space Awareness	05/19/2021	131.00
Total for Check Number 312522:				131.00
312523	OREI6711 3213-200523	O' Reilly Automotive Inc. Street Divison Purchase of Battery Core for Units 209 & 223	05/19/2021	212.93
Total for Check Number 312523:				212.93
312524	CNPO4011 03.30.2021	Cynthia Pacheco Reimb, Travel Expense for Police Assistant Pacheco	05/19/2021	15.12
Total for Check Number 312524:				15.12
312525	PRKA8267 6836 6838 6840 6847 6848 6861 6866 6872 6876	Parker-Anderson Class Instructor - Dungeons & Dragons Class Instructor - OnlineTechkidz Minecraft Class Instructor - Wildlife Biology Class Instructor - Online Kids Cooking Academy Class Instructor - Online Spy Kids Secret Agents Class Instructor - Chess Club Class Instructor - Green Science Workshop Class Instructor - Online Ninja Academy Class Instructor - Online Lego Masters	05/19/2021	60.00 60.00 60.00 60.00 60.00 60.00 60.00 60.00 60.00 60.00
Total for Check Number 312525:				540.00
312526	PHS4011 MAR2021SoPas	Pasadena Humane Society Animal Control Services March 2021	05/19/2021	14,297.50
Total for Check Number 312526:				14,297.50
312527	POIN8032 6931 6970	Pointe by Pointe Online Class Instructor: Online Hip Hop / Choreography Online Class Instructor: Cardio/ Stretching/ Conditioning	05/19/2021	44.00 64.00
Total for Check Number 312527:				108.00
312528	PSMR6711 1000	Postmaster Postage Annual Renewal BRM Permit # 1000	05/19/2021	245.00
Total for Check Number 312528:				245.00
312529	PVP7777 129192	PVP Communications, Inc. Breakaway Cable for Police Motorcycles	05/19/2021	169.80
Total for Check Number 312529:				169.80
312530	RKAC6010 30886 30888	RKA Consulting Group Engineering Design and Construction Management January 2021 Engineering Design and Construction Management February 2021	05/19/2021	10,321.25 15,302.50
Total for Check Number 312530:				25,623.75
312531	SCAT6710 15848 15945 15948	Scott's Automotive Police Department Vehicle Maint. & Repairs Unit # 9429 Police Department Vehicle Maint. & Repairs Unit # 1706 Police Department Vehicle Maint. & Repairs Unit # 1406	05/19/2021	278.08 283.14 280.64
Total for Check Number 312531:				841.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
312532	SPEC5011 00530891	Spectrum Gas Products Oxygen Tank Test & Maintenance	05/19/2021	190.50
Total for Check Number 312532:				190.50
312533	KRRA 1002	The Karla Rhay Group Diversity, Equity, and Inclusion Training to All City Employees.	05/19/2021	9,437.50
Total for Check Number 312533:				9,437.50
312534	LEBE8032 6828 6831	The Skateside, LLC The Skateside - After School Classes Beginner The Skateside - After School Classes	05/19/2021	2,614.50 2,234.40
Total for Check Number 312534:				4,848.90
312535	LSTSAI 114303	Leslie Tsai Reufund Registrant due to inability to attend cla:	05/19/2021	106.00
Total for Check Number 312535:				106.00
312536	TUM8011 104997	Tumbleweed Press Inc. Renewal of TumbleBook Library Deluxe	05/19/2021	599.99
Total for Check Number 312536:				599.99
312537	POR4707 114-11874277	United Site Services, Inc. Skate Park Portable Restrooms	05/19/2021	339.72
Total for Check Number 312537:				339.72
312538	VUL6601 72909257	Vulcan Materials Co. & Affiliates Asphalt for Road Maintenance	05/19/2021	1,677.49
Total for Check Number 312538:				1,677.49
312539	WON6410 1176128	Wondries Toyota Urgent Maint. on Toyota Prius for P&B Dept. Account # 5078	05/19/2021	533.76
Total for Check Number 312539:				533.76
312540	YTI1023 28161	Y Tire Complete Auto Repair Mount & Balance 2 Tires for Unit # 1501	05/19/2021	518.05
Total for Check Number 312540:				518.05
Total for 5/19/2021:				625,065.43
Report Total (74 checks):				625,065.43



City Council Agenda Report

ITEM NO. 7

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

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

SUBJECT: **Authorize the Interim City Manager to 1) Execute the First Amendment with Metro for the Cycle 3 Open Streets Grant Agreement; 2) Authorize Staff to Issue a RFP to Develop a Slow Streets Program; 3) Authorize Staff to Issue a RFP for a Traffic Study to Analyze Travel Lane Closure Options; and 4) Authorize Staff to Issue a RFP for the Design and Installation of Removable Bollards on Meridian Avenue Between Mission Street and El Centro Avenue**

Recommendation Action

It is recommended that the City Council:

1. Authorize the Interim City Manager to execute the first amendment with the Los Angeles County Metropolitan Transportation Authority (Metro) for the Cycle 3 Open Streets grant agreement to repurpose the \$420,000 grant award to support pandemic recovery; and
2. Authorize staff to issue a Request for Proposals (RFP) to develop a Slow Streets Program; and
3. Authorize staff to issue an RFP to analyze the impacts of temporary closures of a travel lane in each direction on Mission Street, between Orange Grove Avenue and Fair Oaks Avenue, and Meridian Avenue, between Mission Street and El Centro Avenue; and
4. Authorize staff to issue an RFP to design and install removable bollards on Meridian Avenue, between Mission Street and El Centro Avenue.

Discussion/Analysis

In collaboration with ActiveSGV, the City was awarded \$420,000 from Metro to plan and host an Arroyo Fest open streets event. However, the Arroyo Fest event was cancelled due to the pandemic. On May 28, 2020 the Metro Board authorized the use of the Open Streets Grant Program to be used for COVID-19 response Slow Streets, or similar, programs. On February 3, 2021 the City Council authorized the Interim City Manager to request repurposing the City's Open Streets grant award to support pandemic recovery efforts. The revised scope included the cost of traffic studies, traffic control management plans, traffic control device rentals, program equipment and signage, public education, associated staff planning, setup, monitoring, breakdown, coordination, and evaluation for temporary outdoor business activities and

pedestrian and bicyclist safety to support the City's Al Fresco Program and implementation of Slow Streets.

Traffic Studies

\$65,000 of the repurposed funds will be used for traffic studies to analyze options for a temporary closure of a travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue, and to close Meridian Avenue between Mission Street and El Centro Avenue. The temporary lane closures would provide more local businesses with additional space to bring their operations outside and maintain social distancing protocols.

Removable Bollards

\$150,000 of the repurposed funds will be used to design and install removable traffic bollards to temporarily close Meridian Avenue between Mission Street and El Centro Avenue to increase pedestrian safety at the farmer's market. The use of removable bollards would increase safety while providing adequate access for public safety vehicles.

Slow Streets Program

\$192,000 of the repurposed funds will be used to implement a Slow Streets Program that utilizes temporary barricades, cones, signage and other traffic calming devices to limit cut-through traffic and encourage the safe sharing of road space. The Slow Streets Program would be implemented on select streets based on their proximity and connectivity to multi-unit housing, and key destinations. An RFP would be issued for a professional consultant to design a program to include outreach, noticing, signage and pre-planning, and other traffic control and public safety measures in development of the Slow Streets program.

Next Steps

1. Staff will issue the traffic study, removable bollard, and Slow Streets Program RFPs for 30-days. Staff will review the applications received and return to the City Council for authorization of the Professional Services Agreements.
2. Invoices submitted for the new scope of work will be processed by the City and then submitted to Metro for reimbursement.

Background

On September 27, 2018, the Metro Board awarded \$4 million for Cycle 3 of the Open Streets Grant Program to fund a series of regional car-free events for people to walk or bike. The City was able to secure \$420,000 from the Metro Open Streets Grant Program for outreach, pre-event planning, and day of event staging costs associated with the hosting of the 626 Golden Streets Arroyo Fest. On December 18, 2019, the City Council authorized the City Manager to accept a grant award from the Los Angeles County Metropolitan Transportation Authority in the amount of \$420,000. On March 4, 2020, the City Council authorized Professional Services Agreements (PSAs) with ActiveSGV for services associated with the planning and hosting of the 626 Golden Streets Arroyo Fest (Arroyo Fest) in the amount of \$210,000; and ROW for traffic control services in the amount of \$78,210.

In June and August 2020, the City Council approved Phase 1 and Phase 2 of Al Fresco Dining and Retail Program to provide support to local businesses and safe opportunities for residents to dine and shop outdoors and while practicing social distance protocols.

In Fall 2020, the City cancelled the Arroyo Fest event and began working with Metro on a plan to reallocate the Cycle 3 Open Streets grant award to support pandemic recovery through the Al Fresco Program and Implementation of Slow Streets through June 2021. On February 3, 2021, the City Council authorized the Interim City Manager to request authorization from Metro to repurpose the grant award to support pandemic recovery.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total project cost of \$525,000 includes \$420,000 provided by the Metro grant award and \$105,000 from the local match requirement. The in-kind match for the City can be paid through staff time or in-kind contributions.

The overall budget estimate is as follows:

Traffic Studies for Mission Street and Meridian Avenue	\$65,000
Removable Bollard Design and Installation	\$150,000
Slow Streets Program	\$192,000
Other Public Safety and Traffic Control Equipment/Services	\$60,000
Metro Grant Evaluation and Reporting	\$15,000
Grant Administration	<u>\$43,000</u>
TOTAL	\$525,000

Public Notification of Agenda Item

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

Attachments:

1. Open Streets Grant Program - Cycle 3 Agreement
2. Open Streets Grant Program - Cycle 3 Agreement: Amendment No. 1

ATTACHMENT 1

Open Streets Grant Program - Cycle 3 Agreement

AGREEMENT ROUTING FORM



PROJECT INFORMATION					
Project ID #:	P000CYC181	Agreement #:	N/A	Amend No. #	N/A
Project Grantee, Sponsor or Agency Name			CITY OF SOUTH PASADENA		
Project Title	626 Golden Streets ArroyoFest				

AGREEMENT TYPE								
Type	MOU	FA	LOA	PT-Pass Thru	Amend/ Restate	COOP	COMBO	OTHER
	C	C	C	C	C	C	C	C

METRO Programmed Funds (\$000's)									
Funding Type	Funding Sources	Prior	FY16	FY17	FY018	FY19	FY20	FY21	Totals
LOCAL	PC25						\$420	→	\$420

MATCHING PROJECT FUNDS (Grantee / Sponsor/Agency)									
Agency Funds	Local						\$105		\$105
								TOTAL	\$525

Comments:

ROUTING SEQUENCE

No#	Name	Title	Initial	Date
1.	Brett Atencio Thomas	Project Manager	BTA	05/20/19
2.	Dolores Roybal-Saltarelli	Director/SR Director	DRS	5/31/19
3.	Frank Ching	DEO	FC	6/11/19
4.	Holly Rockwell	SEO	HR	6/11/19
5.	Linda Tam, Ext. 22407 & Robert Saucedo, Ext. 24373 (99-23-3)	GMO-Records Mgmt Process & Logging	LTS	6/10/19
6.	Fanny Pan	*Special Review for CFP Only projects		
7.	Cindy Tran		CT	6/10/19

LEGAL				
8.	Greg Levine	Legal Approval County Counsel	GL	7/12/19

EXECUTION TRANSMITTAL SEQUENCE				
9.		GMO for Records Mgmt Process & Logging		
10.		Return to Project Manager		
11.		To: Project Grantee, Sponsor or Agency w Cover Letter		
12.		Return signed Agreement from Project Grantee, Sponsor or Agency		
13.	Fanny Pan	**Special Review of signed Project Readiness Certifications for CFP Only		
14.		GMO for Records Mgmt Process & Logging	LTS	1/22/20
15.		GMO Final Execution for Phillip A. Washington, CEO or Designee	FP	1/22/20
16.		GMO Distribute Final Execution Doc to Project Manager & Records Mgmt		

Instructions: All Projects numbers and Agreement numbers are assigned by GMO. Project Managers prepare this form then obtain your department's approval then forward to Grants Management & Oversight (GMO) (99-23-3) Linda Tam Ext. 22407 or Robert Saucedo, Ext. 24373 agreement & attachments.

**GRANT AGREEMENT FOR
OPEN STREETS GRANT PROGRAM CYCLE THREE**

This Grant Agreement for Open Streets Grant Program Cycle Three (the "**Agreement**") is dated the day of the LACMTA Board Approval September 27, 2018 (the "**Effective Date**") and is by and between the City of South Pasadena (the "**Grantee**") and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- A. On September 27, 2018, the LACMTA Board approved the Open Streets Grant Program Cycle Three providing Los Angeles County Proposition C 25% funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("**Open Street Events**"). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open Streets Events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox – Motor Vehicle Restriction Zones.
- C. On September 27, 2018, the LACMTA Board approved the award of \$420,000 to Grantee for Grantee's Open Street Event titled 626 Golden Streets | ArroyoFest (Open Street Grant Program ID#CYC181, which is more particularly described in the Scope of Work ("**Scope of Work**") attached as Exhibit "A" hereto (the "**Project**"). Grantee's actual one day Open Street Event is referred to herein as the "**Event**." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$105,000 (the "Local Match"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

| NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$420,000 (the "Funds") to Grantee subject to the terms and conditions of the Grant and this Agreement.

1.2 This one-time grant shall be paid on a reimbursement basis. The Local or In-Kind Match must be spent in the appropriate proportion to the Funds.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the United States Department of Transportation (USDOT) and the United States Department of Labor (USDOL). In addition, Grantee shall comply with all requirements of LACMTA.

1.4 The obligation for LACMTA to advance the Funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Immaterial changes to the Scope of Work that do not affect the intent or length of the event such as changes of event name, start time, date and route may be approved administratively in writing by the Open Streets Grant Program Manager without a formal amendment. Any changes to the Scope of Work that change intent of the original Scope of Work, including but not limited to route length, changes in funding and/or changes to the Financial Plan must be made by amendment, in the manner described in paragraph 16.1.

2.2 Grantee shall utilize the Funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant Funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide the Funds for the non-infrastructure costs of implementing Open Street events per the Metro Board award on September 27, 2018. Per the funding guidelines, physical infrastructure costs associated with the events are not

eligible for reimbursement.

2.4 Grantee shall employ any means necessary to ensure that no motorized vehicles operated by the public enter the event route. Grantee shall ensure that except for in the case of an emergency, city departments such as police and fire shall utilize only non-motorized forms of transportation on the event route during the hours of the event detailed in Exhibit A below.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$105,000 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee in coordination with LACMTA's selected data collection contractor and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the ten percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Funds specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, the applicable requirements and regulations of LACMTA and any other regulations or requirements stipulated by the source of funding used. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent applicable federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.11 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#CYC181

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#CYC181

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A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email to ThomasBJ@Metro.net or by standard mail to the address set forth in Section 4.12 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Brett Thomas, MS 99-23-1
Open Streets Grant Program Manager
ThomasBJ@metro.net

Grantee's Address:

South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: City Manager's Office
Margaret Lin
Principal Management Analyst
mlin@southpasadenaca.gov

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC181 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.

(b) Other reports that may be required.

6.3 LACMTA and/or their respective designees, in order to fulfill their respective responsibilities as grantor of the Funds, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

6.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment.

6.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.6 Grantee shall cause all contractors to comply with the requirements of Sections 6.3, 6.4 and 6.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing the Funds provided herein or failure to return the Funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as

defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall utilize a Standardized Data Collection Template provided by Metro to provide the LACMTA Open Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

7. ALLOWABLE COSTS

7.1 Allowable Project costs are described in the Scope of Work.

7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

8.3 The programmed budget (the "Financial Plan") specifying the sources and

amounts of the Funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

8.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

9. TIMELY USE OF FUNDS

9.1 Grantee shall obligate the Funds programmed under this Agreement no later than sixty (60) days after the date of the Event.

9.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Funds is not provided as described in Section 10 of this Agreement, the Project will be reevaluated by LACMTA and the Funds may be deobligated. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

10. DEFAULT

10.1 Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA; or, (iv) Grantee is in default of any other applicable requirements of LACMTA.

11. REMEDIES

11.1 In the event of a default by Grantee (as defined in Section 10), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Funds to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

13. COMMUNICATIONS

13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lockup.

13.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

13.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager.

13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

13.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

13.6 Grantee shall ensure that all Communications Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

13.7 Grantee shall submit all graphic files and Communications Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communications Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communications Materials have been released to the public, Grantee shall provide a copy of or notice of such Communications Materials to the LACMTA Open Streets Program Manager by e-mail.

13.8 LACMTA shall be provided at no cost with a minimum of 1,000 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, Metro Bike Share bike rentals, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

13.9 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 14. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13.10 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

13.11 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 14.

14. INDEMNITY

14.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

15.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

15.6 Subject to all requirements of this Agreement, and all other applicable requirements of LACMTA, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

15.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

15.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

15.10 On September 26, 2002 the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds, GRANTEE meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirements, including, without limitation, suspension and re-implementation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington 1/22/2020
for Chief Executive Officer Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: Mary Wickham 7/17/19
Deputy Date

GRANTEE: South Pasadena

By: Stephanie DeWolfe 1/14/2020
City Manager Date

APPROVED AS TO FORM (OPTIONAL):

By: General Counsel 1/14/2020
General Counsel Date

EXHIBIT A SCOPE OF WORK

Event Name:

626 Golden Streets | ArroyoFest

Event Date and Time:

November 15, 2020

7:00am – 2:00pm

Event Description:

626 Golden Streets | ArroyoFest will invite the public to experience the Metro Gold Line and the historic Arroyo Seco Parkway in a truly unique fashion. Connecting the communities of South Pasadena, Pasadena, and Los Angeles, this innovative ciclovia will bridge the divide between northeast LA County's disparate transit, active transportation, and highway programs by temporarily opening seven miles of City streets and a scenic byway most commonly experienced at 50+ miles per hour. In the process event participants will have the opportunity to learn about sustainable mobility, sample local food, experience local greenways and park space, and enjoy live music, arts, and food at a historic activity hub in South Pasadena.

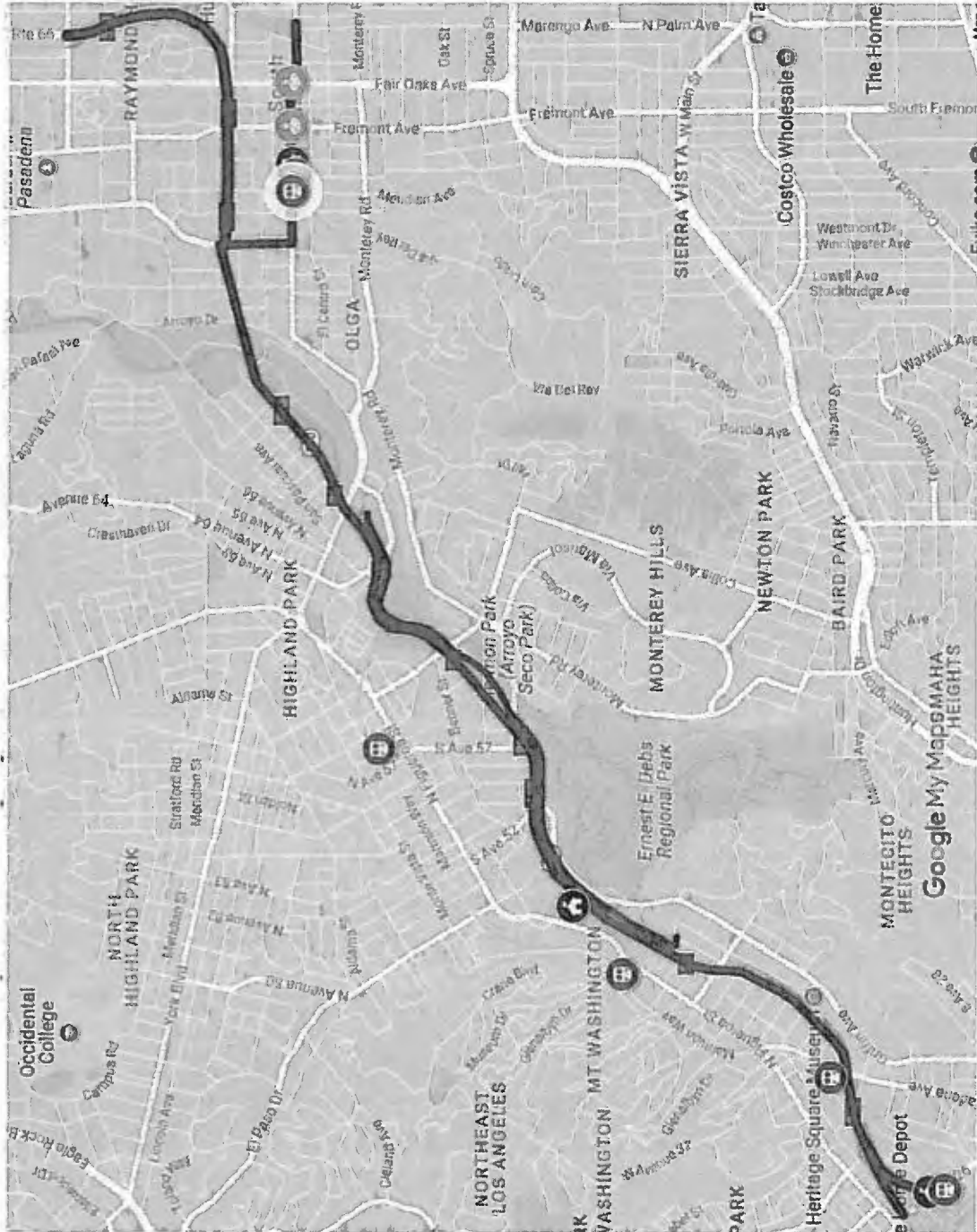
Event Location:

This event will run along the entirety of the Arroyo Seco Parkway. The southern end of the route will be at the intersection of the Arroyo Seco Parkway and Avenue 26, while the northern terminus will be where the Arroyo Seco Parkway meets Glenarm Street. In addition, the route will run on Orange Grove Avenue from the Arroyo Seco Parkway to Mission Street and along Mission Street from Orange Grove Avenue to Marengo Avenue.

Roles and Responsibilities:

- **Lead City** (South Pasadena) - Primary liaison with Metro staff; will facilitate event within City boundaries and support general planning.
- **Caltrans** - Coordinate use and temporary closure of the historic Arroyo Seco Parkway.
- **BikeSGV** - Non-profit partner BikeSGV will facilitate collaboration between participating jurisdictions, community organizations and stakeholder groups; develop event materials; conduct community outreach; recruit and manage event volunteers; lead event marketing/promotion; and conduct project evaluation.

EVENT MAP



**EXHIBIT B
FINANCIAL PLAN**

The total cost of the Project is \$525,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>Metro Grant Award</u>	<u>Local</u>
<u>Match</u>		
Non-Infrastructure	\$420,000	\$105,000

Sources of Local Financial Assistance

<u>Funding Source</u>	<u>Amount</u>
Proposition C 25% (PC25)	\$105,000

Local Match

FUNDING SOURCES	TOTAL (\$)	PC25 (\$) Metro Funding	LOCAL (\$) ¹ City Funding
Metro Grant Award And Local Match	\$525,000	\$420,000	\$105,000

ELIGIBLE COSTS	TOTAL (\$)	PC25 (\$) ¹	LOCAL (\$) ¹
Outreach cost	\$125,000	\$100,000	\$25,000
Pre-event Planning costs	\$185,000	\$148,000	\$37,000
Event Day costs (Staffing, rentals, permits, etc.)	\$215,000	\$172,000	\$43,000
Total	\$525,000	\$420,000	\$105,000

1. In-kind local contribution as required by the Metro Open Streets Grant Program

EXHIBIT C
STANDARDIZED DATA COLLECTION TEMPLATE

METRO OPEN STREETS
PARTICIPANT / VOLUNTEER ANECDOTAL INTERVIEWS

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how the open street events affect neighborhoods where the events take place. We are conducting interviews with participants and volunteers along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Any personally identifiable information collected through this survey is collected solely for the purpose of contacting you to clarify any information provided, if needed. Any personally identifiable information collected will not be sold or otherwise be distributed outside of the City of South Pasadena government or LA Metro. Do I have your permission to record this interview?

1. Are you participating in the event today?
 - a. If yes: Is this your first time participating in an open street event?
 - b. If no: Where have you participated previously?

2. Not including today, have you ever participated in an Open Streets event similar to this, or CicLAvia, in the past?
 - a. Yes
 - b. No

3. How long are you staying at the Open Streets event today?
 - a. Less than 30 minutes
 - b. 30 to less than 60 minutes
 - c. Between 1 and 2 hours
 - d. Between 2 and 3 hours
 - e. More than 3 hours

4. Do you perceive this open street event as improving this neighborhood / community?

5. How did you arrive at today's event?

a. Automobile	b. Bike	c. Walk
d. Other wheeled device	e. Transit (Rail)	f. Transit (Bus)

6. If you used Metro for transportation to the event.
 - a. How did you access Metro today?

a. Automobile	b. Bike	c. Walk	d. Other wheeled device
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 - b. Do you ever ride Metro?

a. Never	b. Less than once a month	c. Several times a month	d. Several times a week	e. Daily
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7. After today's event, your use of transit is likely to:
a. Increase b. Stay the same c. Decrease d. Don't know
8. After today's event, how likely are you to walk in your neighborhood? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
9. After today's event, how likely are you to ride a bike on city streets? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
10. Would you like to see this event in your neighborhood?
a. If yes: How often?
11. May we follow up with you after today to ask a few questions about your experience at the open street event?
a. If yes: Please provide contact information below.
12. What is your 5-digit zip code?
13. What is your gender?
a. Male
b. Female
c. Other
14. What is your age group?
a. 17 or younger
b. 18-29
c. 30-39
d. 40-49
e. 50-59
f. 60 or older

Participant name:

Email or phone number:

**METRO OPEN STREETS
PARTICIPANT METRO RAIL SURVEY**

1. Are you participating in today's Open Streets event?
a. Yes
b. No
2. Is this your first-time riding Metro rail?
a. Yes (Go to question 6)
b. No (Go to question 5)

3. What best describes your use of public transit?
 - a. Daily
 - b. More than once a week
 - c. Once a week
 - d. Once a month
 - e. Less than once a month

4. After today's event would you use public transit again in the future?
 - a. Yes
 - b. No
 - c. I don't know

5. If you weren't participating in today's event, would you have used public transportation today?
 - a. Yes
 - b. No
 - c. I don't know

6. What is your 5-digit zip code?
 - a. Zip Code:

**METRO OPEN STREETS
BUSINESS OWNER ECONOMIC BENEFIT INTERVIEWS AFTER EVENT**

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

15. Did you experience the open streets event?
 - a. If yes: What do you understand the event to be?

16. Did your business participate and/or interact in the open streets event?
 - a. If yes: How did your business participate and/or interact with the event?

17. Did the open street event bring new or more patrons to you?

18. How did the event affect your business? Please rank on a scale from 1 to 5 with 1 affecting your business the least and 5 affecting your business the most.

19. How did the event affect your community? Please rank on a scale from 1 to 5 with 1 affecting your community the least and 5 affecting your community the most.

20. Did your business experience any change in sales volume during the event?
 - a. Are you willing to share sales volume information from the event as compared to a non-event Sunday?

21. How often would you like to see this event return to this street and/or this neighborhood?

- a. Never
- b. Once every other year
- c. Once a year
- d. More than once a year

22. Do you have any other thoughts to add about this event?

Business name:

Describe business:

METRO OPEN STREETS BUSINESS OWNER ANECTODAL INTERVIEWS DAY OF EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

- 23. Are you familiar with the open streets event today?
 - a. If yes: What do you understand the event to be?
- 24. Is your business participating and/or interacting with the open streets event today?
 - a. If yes and held previously in the community: Is this your first time participating in an open street event?
 - b. In what way will your business participate and/or interact with today's event?
- 25. Does your business do any type of marketing or advertising?
 - a. If yes: What type of advertising do you do?
 - b. Do you believe this event may bring better recognition to the products or services your business offers?
- 26. Have you noticed any changes in your customer volume or demographics today?
- 27. What effect do you believe today's event has on this community? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 28. What effect do you believe today's event has on your business? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 29. Would you like to see this event return to this street at another point in the future?
 - a. If yes: How often would you like to see this event happen?
 - b. If no: Would you recommend this event to happen on a different street in this neighborhood?

30. In the past has your business supported transportation improvements, particularly for public transit, walking or riding a bike in this community?
31. Do you believe that by experiencing today's event your business may support these improvements in the future?
32. Do you think this community would benefit from future transportation improvements, particularly those for riding a bike, walking and/or public transit?
33. Can I come back after the event and ask you some follow-up questions? If yes, when would be a good time?
34. Do you have any other thoughts to add about this event?

Business name:

Describe business:

**GRANT AGREEMENT FOR
OPEN STREETS GRANT PROGRAM CYCLE THREE**

This Grant Agreement for Open Streets Grant Program Cycle Three (the "**Agreement**") is dated the day of the LACMTA Board Approval September 27, 2018 (the "**Effective Date**") and is by and between the City of South Pasadena (the "**Grantee**") and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- A. On September 27, 2018, the LACMTA Board approved the Open Streets Grant Program Cycle Three providing Los Angeles County Proposition C 25% funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("**Open Street Events**"). Should other eligible funding sources become available, they may be used in place of the identified funds.
- B. Proposition C 25% funds are eligible for Transportation System Management/Demand Management (TSM/TDM) programs such as Open Streets Events. SCAG identifies Open Street Events as Transportation System Management / Demand Management (TSM/TDM) programs in the 2012 Regional Transportation Plan (RTP) Congestion Management Appendix in the section titled Congestion Management Toolbox – Motor Vehicle Restriction Zones.
- C. On September 27, 2018, the LACMTA Board approved the award of \$420,000 to Grantee for Grantee's Open Street Event titled 626 Golden Streets | ArroyoFest (Open Street Grant Program ID#CYC181, which is more particularly described in the Scope of Work ("**Scope of Work**") attached as Exhibit "A" hereto (the "**Project**"). Grantee's actual one day Open Street Event is referred to herein as the "**Event**." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$105,000 (the "**Local Match**"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.

eligible for reimbursement.

2.4 Grantee shall employ any means necessary to ensure that no motorized vehicles operated by the public enter the event route. Grantee shall ensure that except for in the case of an emergency, city departments such as police and fire shall utilize only non-motorized forms of transportation on the event route during the hours of the event detailed in Exhibit A below.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of Proposition C Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Funds provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email to ThomasBJ@Metro.net or by standard mail to the address set forth in Section 4.12 below.

4.12 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Brett Thomas, MS 99-23-1
Open Streets Grant Program Manager
ThomasBJ@metro.net

Grantee's Address:

South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: City Manager's Office
Margaret Lin
Principal Management Analyst
mlin@southpasadenaca.gov

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

5.1 Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. REPORTING AND AUDIT REQUIREMENTS

6.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA regarding Project reporting and audit requirements. Grantee shall use the assigned Open Streets ID# CYC181 on all correspondence.

6.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.

defined by this Agreement, including the access to records provisions.

6.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.10 Grantee shall utilize a Standardized Data Collection Template provided by Metro to provide the LACMTA Open Streets Program Manager a Post-implementation Report no later than three months after the day of the Event which report shall include information to help Metro better evaluate the progress of the program toward achieving the objectives of the program goals presented in Board Motion 72 including providing information in the Post-implementation Report that details plans for new active transportation infrastructure and what the jurisdictions will do to increase bicycle and pedestrian mode shares post event. Additional information provided in the Post-implementation Report shall include participation counts; transportation use data; personal anecdotes from business owners, participants, and volunteers; local economic benefit; and any other reporting requirements detailed in the provided Standardized Data Collection Template.

7. ALLOWABLE COSTS

7.1 Allowable Project costs are described in the Scope of Work.

7.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) submit a written request to LACMTA; and, ii) receive a written approval from LACMTA prior to incurring the expenditure.
- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA.

8. EXPENDITURE AND DISPOSITION OF FUNDS

8.1 The expenditure and disposition of the Funds by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement and the applicable requirements of LACMTA. Grantee shall not utilize the Funds in any way or on any project other than that specified in this Agreement.

8.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

8.3 The programmed budget (the "**Financial Plan**") specifying the sources and

11.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

12. TERMINATION

12.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

13. COMMUNICATIONS

13.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager. Any other sponsor logos or credits for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lockup.

13.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

13.3 All Social Media notification calling out the event will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." Any graphics used in said notifications that include the title of the event must include the "Open Streets Made Possible By Metro" type and logo lockup as supplied by the LACMTA Program Manager.

13.4 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

13.5 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

14. INDEMNITY

14.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents, and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, costs, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the Funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement, along with the applicable requirements of LACMTA constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

15.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

15.3 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

15.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Phillip A. Washington 11/22/2020
for Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature] 7/17/19
Deputy Date

GRANTEE: South Pasadena

By: Stephanie DeWolfe 1/14/2020
Stephanie DeWolfe Date
City Manager

APPROVED AS TO FORM (OPTIONAL):

By: [Signature] 1/14/2020
General Counsel Date

EXHIBIT A SCOPE OF WORK

Event Name:

626 Golden Streets | ArroyoFest

Event Date and Time:

November 15, 2020
7:00am – 2:00pm

Event Description:

626 Golden Streets | ArroyoFest will invite the public to experience the Metro Gold Line and the historic Arroyo Seco Parkway in a truly unique fashion. Connecting the communities of South Pasadena, Pasadena, and Los Angeles, this innovative ciclovia will bridge the divide between northeast LA County's disparate transit, active transportation, and highway programs by temporarily opening seven miles of City streets and a scenic byway most commonly experienced at 50+ miles per hour. In the process event participants will have the opportunity to learn about sustainable mobility, sample local food, experience local greenways and park space, and enjoy live music, arts, and food at a historic activity hub in South Pasadena.

Event Location:

This event will run along the entirety of the Arroyo Seco Parkway. The southern end of the route will be at the intersection of the Arroyo Seco Parkway and Avenue 26, while the northern terminus will be where the Arroyo Seco Parkway meets Glenarm Street. In addition, the route will run on Orange Grove Avenue from the Arroyo Seco Parkway to Mission Street and along Mission Street from Orange Grove Avenue to Marengo Avenue.

Roles and Responsibilities:

- **Lead City** (South Pasadena) - Primary liaison with Metro staff; will facilitate event within City boundaries and support general planning.
- **Caltrans** - Coordinate use and temporary closure of the historic Arroyo Seco Parkway.
- **BikeSGV** - Non-profit partner BikeSGV will facilitate collaboration between participating jurisdictions, community organizations and stakeholder groups; develop event materials; conduct community outreach; recruit and manage event volunteers; lead event marketing/promotion; and conduct project evaluation.

**EXHIBIT B
FINANCIAL PLAN**

The total cost of the Project is \$525,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category Match	<u>Metro Grant Award</u>	<u>Local</u>
Non-Infrastructure	\$420,000	\$105,000

Sources of Local Financial Assistance

<u>Funding Source</u>	<u>Amount</u>
Proposition C 25% (PC25)	\$105,000

Local Match

FUNDING SOURCES	TOTAL (\$)	PC25 (\$) Metro Funding	LOCAL (\$) ¹ City Funding
Metro Grant Award And Local Match	\$525,000	\$420,000	\$105,000

ELIGIBLE COSTS	TOTAL (\$)	PC25 (\$)	LOCAL (\$) ¹
Outreach cost	\$125,000	\$100,000	\$25,000
Pre-event Planning costs	\$185,000	\$148,000	\$37,000
Event Day costs (Staffing, rentals, permits, etc.)	\$215,000	\$172,000	\$43,000
Total	\$525,000	\$420,000	\$105,000

1. In-kind local contribution as required by the Metro Open Streets Grant Program

7. After today's event, your use of transit is likely to:
a. Increase b. Stay the same c. Decrease d. Don't know
8. After today's event, how likely are you to walk in your neighborhood? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
9. After today's event, how likely are you to ride a bike on city streets? Please rank on a scale from 1 to 5 with 1 being least likely and 5 being most likely.
10. Would you like to see this event in your neighborhood?
a. If yes: How often?
11. May we follow up with you after today to ask a few questions about your experience at the open street event?
a. If yes: Please provide contact information below.
12. What is your 5-digit zip code?
13. What is your gender?
a. Male
b. Female
c. Other
14. What is your age group?
a. 17 or younger
b. 18-29
c. 30-39
d. 40-49
e. 50-59
f. 60 or older

Participant name:

Email or phone number:

**METRO OPEN STREETS
PARTICIPANT METRO RAIL SURVEY**

1. Are you participating in today's Open Streets event?
a. Yes
b. No
2. Is this your first-time riding Metro rail?
a. Yes (Go to question 6)
b. No (Go to question 5)

21. How often would you like to see this event return to this street and/or this neighborhood?

- a. Never
- b. Once every other year
- c. Once a year
- d. More than once a year

22. Do you have any other thoughts to add about this event?

Business name:

Describe business:

METRO OPEN STREETS BUSINESS OWNER ANECTODAL INTERVIEWS DAY OF EVENT

In an attempt to better serve the community, we are collecting information for an evaluation study to understand how open street events affect neighborhoods and businesses where the events take place. We are conducting interviews with businesses along this street during the event today. Your participation is voluntary and you can stop this interview at any time. Do I have your permission to record this interview?

- 23. Are you familiar with the open streets event today?
 - a. If yes: What do you understand the event to be?
- 24. Is your business participating and/or interacting with the open streets event today?
 - a. If yes and held previously in the community: Is this your first time participating in an open street event?
 - b. In what way will your business participate and/or interact with today's event?
- 25. Does your business do any type of marketing or advertising?
 - a. If yes: What type of advertising do you do?
 - b. Do you believe this event may bring better recognition to the products or services your business offers?
- 26. Have you noticed any changes in your customer volume or demographics today?
- 27. What effect do you believe today's event has on this community? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 28. What effect do you believe today's event has on your business? Please rank on a scale of 1 to 5, with 5 being the most positive and 1 being the least positive.
- 29. Would you like to see this event return to this street at another point in the future?
 - a. If yes: How often would you like to see this event happen?
 - b. If no: Would you recommend this event to happen on a different street in this neighborhood?

ATTACHMENT 1

Open Streets Grant Program - Cycle 3
Agreement: Amendment No. 1

AMENDMENT NO. 1
GRANT AGREEMENT FOR OPEN STREETS GRANT PROGRAM CYCLE THREE
BETWEEN
CITY OF SOUTH PASADENA
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Grant Agreement for Open Streets Grant Program ID# 920000000CYC181 (this "Amendment"), is dated as of May 28, 2020, by and between City of South Pasadena ("Grantee"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Grant Agreement for Open Streets Grant Program Cycle Three No. 920000000CYC181, dated September 27, 2018, (the "Existing Agreement"), which Existing Agreement provides for the Open Streets event titled 626 Golden Streets | ArroyoFest;

B. Whereas, the LACMTA Board on May 28, 2020 authorized the CEO to negotiate administrative scope changes to awarded events in the Open Streets Grant Program, at the written request of the grantee, such that funds may be used for COVID-19 response Slow Streets or similar programs; and

C. Grantee and LACMTA desire to amend the Existing Agreement as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Paragraph 2.3 of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following: “The grant shall provide the Funds for the non-infrastructure costs of implementing Slow Streets or similar events per the Metro Board motion on May 28, 2020. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.”

2. Paragraph 3.1 of the Existing Agreement is hereby amended by deleting it in its entirety and replacing it with the following: “The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2021 (the “Termination Date”), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.”

3. Attachment A of the Existing Agreement is hereby replaced by Attachment A-1 attached.

4. Attachment B of the Existing Agreement is hereby replaced by Attachment B-1, attached.


5. Except as expressly amended hereby, the Existing Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing Agreement that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel
By: _____ Date: 3/25/2021

Deputy

CITY OF SOUTH PASADENA

By: _____ Date: _____
Sean Joyce
Interim City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
General Counsel

EXHIBIT A-1 REVISED SCOPE OF WORK

Program Name: South Pasadena Safe, Healthy, Active Streets

Program Period: February – December 2021

Program Description:

In response to COVID-19, the City of South Pasadena proposes repurposing its Cycle 3 Open Streets grant award for “ArroyoFest” to support pandemic recovery. Funding will be utilized to cover the cost of traffic studies, traffic control management plans, traffic control device rentals, program equipment and signage, public education, and associated staff planning, setup, monitoring, breakdown, coordination, and evaluation for temporary outdoor business, active transportation safety, and Slow Streets programs.

The City has developed an Al Fresco Dining and Retail Pilot Program to provide support to local businesses during the pandemic. The City has provided businesses with options to locate within their existing off-street parking lots, sidewalks, and designated parking lanes. In order to expand the project the City will need to conduct a traffic study to analyze options to close a travel lane in each direction on Mission Street between Orange Grove Avenue and Fair Oaks Avenue; and the closure of Meridian Avenue between Mission Street and El Centro Avenue. The lane closures would be able to provide local businesses with additional space to bring their operations outside to continue conducting their businesses while maintaining social distancing protocols.

In an effort to provide space for residents to more safely walk and roll while practicing physical distancing, cities around the U.S. are creating “Slow Streets” that make it clear people may be in the roadway. These temporary interventions do not close streets to cars, they simply limit cut-through traffic and encourage the safe sharing of road space. Delivery vehicles, emergency vehicles, and people who live on these streets are still able to drive on them. This is accomplished via the use temporary barricades, cones, signage, and/or other traffic calming equipment. South Pasadena Slow Streets will build upon the experience and expertise of these early adopters by deploying Type 2 barricades, cones, and informational signage on a network of residential streets in the City of South Pasadena. Streets will be selected based on their proximity and connectivity to multi-unit housing, key destinations, transit, and dedicated active transportation infrastructure. Preliminary street selection has been informed by the network of Class III routes identified in the City’s adopted 2011 Bicycle Master Plan, and includes:

- Diamond Avenue (Pine Street to El Centro Street)
- Oak Street (Meridian Avenue to Garfield Avenue)
- El Centro Street (Orange Grove Avenue to Brent Avenue)
- Brent Avenue (El Centro Street to Oxley Street)
- Oxley Street (Brent Avenue to Garfield Avenue)
- Arroyo Parkway (Pasadena Avenue to Columbia Avenue)
- Rollin Street (Diamond Avenue to Fair Oaks Avenue)

In addition, the City would like to request reallocating a portion of the funds to purchase traffic bollards to increase pedestrian safety on Meridian Avenue and El Centro Street in the heart of the City's downtown business district. As the pandemic continues, the need for outdoor space will become more important for safe shopping and outdoor business opportunities, such as the City's popular farmers market which attracts visitors from surrounding communities and neighborhoods. The use of traffic bollards will increase safety while providing adequate access for public safety vehicles, creating a more attractive option for individuals to conduct their weekly shopping in a safer outdoor environment.

Program Location:

The program will take place in the city of South Pasadena.

Roles and Responsibilities:

- **Lead** (City of South Pasadena) - Primary liaison with Metro staff; will facilitate program implementation.
- **ActiveSGV** - Will support community education, outreach, and programming.

EXHIBIT B-1 FINANCIAL PLAN

The total cost of the Project is \$525,000. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	<u>Metro Grant Award</u>	<u>Local Match</u>
Non-infrastructure	\$420,000	\$105,000

Sources of Local Financial Assistance:	<u>Funding Source</u>	<u>Amount</u>
	In-kind	\$105,000

Funding Resources Table:

Funding Source	Total	PC25 (Metro)	Local Match* (Grantee)
1. Metro Grant and Local Match	\$525,000	\$420,000	\$105,000

Event Budget Table:

Item Description	Total	PC25 (80%) (Metro)	Local Match* (20%) (Grantee)
Public Outreach Program			
Pre-Event Planning (including outreach)	\$185,000	\$148,000	\$37,000
Program costs (Traffic control rentals, equipment, staffing, programming, etc.)	\$340,000	\$272,000	\$68,000
Totals	\$525,000	\$420,000	\$105,000



City Council Agenda Report

ITEM NO. 8

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development

SUBJECT: **Renew Annual Agreement with Digital Map Products, LP for GovClarity, Map-Based Location Information License and Application**

Recommendation Action

It is recommended that the City Council:

1. Appropriate \$25,100 from General Fund Reserves for map-based location data services in support of planning applications, to 101-7010-7011-8060; and
2. Approve the Agreement with Digital Map Products, LP in an amount not to exceed \$25,100 to renew the annual agreement for GovClarity for the term of October 1, 2020 through September 30, 2021.

Discussion/Analysis

GovClarity is a digital map-based location data service provided by Digital Map Products, LP that is used by the Planning and Community Development Department to access data in support of processing land use and development permit applications. The annual contract amount increases by 2% per year under an automatic renewal, and the cost for these services for the 2020-2021 term is \$25,099.65. The term of the agreement begins on October 1 every year for services provided through September 30 of the next calendar year. The budget for these services was included in the original FY 2021 Budget for City Council's consideration in June 2020 but was accidentally removed when the updated FY 2021 budget was proposed to City Council in April 2021 for adoption. These data services have already been provided for 7-1/2 of the current 12-month term because the contract includes an automatic renewal provision from FY 2020. Continued access to map-based location data through GovClarity is critical to the processing of planning applications. Therefore staff recommends that City Council approve the 2020-2021 contract (See Attachment). For the upcoming Fiscal Year 2022, staff is evaluating the GovClarity service in relation to other similar data applications and will return to City Council before August 1, 2021, with either a recommendation to renew the contract for GovClarity for the 2021-2022 term or to contract with an alternative service.

Background

GovClarity provides a digital platform for the City's basic Geographic Information System (GIS) needs and does not require City IT resources to maintain and update. GovClarity provides the following services:

- The ability for City staff members to create data-based maps
- The ability for city staff to make updates to the GIS data base
- The baseline GIS product, unlimited user accounts
- The LAR-IAC imagery, as purchased by the City
- L.A. County Parcels, updated quarterly
- L.A. County Tax Roll, updated annually
- L.A. County Property Sales transactions, updated quarterly
- U.S. Census streets
- Ability to create unlimited City layers added to the map
- City-maintained layers
- Generic Point mapping-unlimited number of point layers added and maintained by the City; Track things like city projects, graffiti issues, city-owned properties, etc.
- Addresses - initial layer added from parcel data; City may choose to add additional address/unit points on the map for better address geocoding.
- Scanned documents - unlimited upload and linking of scanned documents to street segments, parcels, or regions on the map.
- Staff training

The City initially contracted with Digital Map Products, LP in 2014 for the GovClarity digital application. The 2018 and subsequent agreements include an automatic annual renewal and 2% service charge increase per year unless the agreement is cancelled at least 60 days prior to the end of the term. Agreements prior to the 2020-2021 agreement were renewed annually under the City Manager's contract authority; however, the service fee for the 2020-2021 term now exceeds \$25,000 and therefore the processing of the annual agreement requires City Council approval.

According to Digital Map Products, the annual increase of 2% for local government agencies is below typical industry standard increases of 5-6%. The annual 2% increase covers the increased costs of data licensed by and integrated into GovClarity every year.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The estimated cost for the 2020-2021 GovClarity agreement is \$25,099.65. A total of \$25,100 will be appropriated from General Fund Reserves and allocated to 101-7010-7011-8060. If the GovClarity license is renewed for 2021-2022, the costs will be \$25,602 for the term: 10/1/21 - 9/30/22. Funds for these services will be included in the FY 2022 budget.

Digital Map Products, LP Agreement for 2020-2021 GovClarity
May 19, 2021
Page 3 of 3

Public Notification of Agenda Item

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

Attachment: 2020-2021 Agreement with Digital Map Products, LP for GovClarity

ATTACHMENT

Digital Map Products, LP Agreement for
GovClarity License



5201 California Avenue, Suite 200
Irvine, CA 92617 (949) 333-5111

Date: 3/24/2021 11:32 AM
Solution Specialist: Mary Kane
Agreement #: Q-05585-1
Expires On: 9/30/2021

Company Name South Pasadena, City of
Company DBA
Contact Name Sean Joyce
Position City Manager
Street Address 1414 Mission Street
City South Pasadena
State/Province CA
Zip/Postal Code 91030
Phone (626) 403-7210
Email sjoyce@southpasadenaca.gov

Billing Information (if different from Company)
Company Name South Pasadena, City of
Street Name 1414 Mission Street
City South Pasadena
State/Province CA
Zip/Postal Code 91030
Billing Contact Lucy Demirjian
Billing Phone (626) 403-7213
Email ldemirjian@southpasadenaca.gov

ACCOUNT LIAISON
Contact Name Elaine Serrano
Email eserrano@southpasadenaca.gov
Phone (626) 403-7223

Agreement Term 10/1/2020 thru 9/30/2021
Contract Term 12
Payment Terms Due on receipt
Billing Frequency Annually
Billing Method Email
Payment Method Check
Quote Type Renewal

Billing Note The Gross Price Total set forth below does not include applicable taxes which will be calculated and included on the invoice from Digital Map Products, L.P.

Subscription

QTY/UNIT	PART #	DESCRIPTION	CONTRACT PRICE
1.00	GovClarity-GCE	GovClarity Enterprise Edition - Enterprise	USD 25,099.65

	Contract Price	Average Annual Price
Subscription Total	USD 25,099.65	USD 25,099.65
Data Total	USD 0.00	USD 0.00
Professional Services Total	USD 0.00	USD 0.00
Other Total	USD 0.00	USD 0.00
Gross Price Total	USD 25,099.65	USD 25,099.65

Other Deal Terms & Processing Instructions

I, THE UNDERSIGNED, hereby specifically agree to purchase the renewal for the product(s) listed above, and that use of such product(s) is subject solely to the Web Application Subscription Terms and Conditions, executed on September 27, 2018, as amended (collectively the "Agreement"). Per the Agreement, such fees are inclusive of a 2% increase in the subscription fee and shall be invoiced annually.

GovClarity Enterprise with Tax Maps. # User Licenses: Agency-wide. Geographic coverage: city boundaries + 500' buffer

The parties agree to the terms contained herein including the attached Web Application Subscription Terms and Conditions and all exhibits.

South Pasadena,
City of

DIGITAL MAP
PRODUCTS, L.P.

By:

By: *AJ Dunklau*

Name:

Name: AJ Dunklau

Title:

Title: GM

Date:

Date: May 13, 2021

Web Application Subscription Terms and Conditions

By executing the Agreement, You agree that the Agreement terms govern Your acquisition and use of the Licensed Products. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not accept or use the Licensed Products.

1. DEFINITIONS

"Agreement" means the combination of the Order Form and these Web Application Subscription Terms and Conditions. In the event of any conflict between these Web Application Subscription Terms and Conditions and the Order Form, these Web Applications Subscription Terms and Conditions will apply.

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Effective Date" The Agreement is effective as of the date of the last signature of the parties on both the Order Form and these Web Application Subscription Terms and Conditions.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, L.P. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third- party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, (i) the number of Users and the geographic coverage areas specified in the Order Form and (ii) You may not extract more than 30,000 property records per month without a separate data license. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy, extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, (i) use the Web Application for marketing or telemarketing purposes; or (j) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future

functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due on receipt days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form as the Agreement Term ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either party provides written notification to the other party of its intent not to renew at least sixty (60) days prior to the expiration of the then Initial Term or Renewal Term. For any Renewal Term, all fees shall increase by 2% over the previous Term. Upon termination, any licenses or rights granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care (and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD-PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY

ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD-PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration and Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the Agreement shall remain in full force and effect.

South Pasadena, City of

**DIGITAL MAP
PRODUCTS, L.P.**

By:

By: *AJ Dunklau*

Name:

Name: AJ Dunklau

Title:

Title: GM

Date:

Date: May 13, 2021



City Council Agenda Report

ITEM NO. 9

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Request for Approval of a Co-Sponsorship and Fee Waiver of “Grad Night” hosted by the South Pasadena High School Parent –Teacher – Student Association**

Recommendation

It is recommended that the City Council approve the request from the South Pasadena High School Parent-Teacher-Student Association for co-sponsorship of the June 2 Grad Night 2021 and waive associated fees.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Discussion/Analysis

The South Pasadena High School Parent-Teacher-Student Association (SPHS PTSA) has requested the City's Co-Sponsorship of Grad Night 2021 through a waiver of fees to utilize the Arroyo Seco Golf Course for the event. SPHS PTSA would like to include hanging a banner over Fair Oaks Avenue (at Oxley Street) during the time leading up to the event date.

Due to the pandemic, Grad Night at Disneyland has been canceled, and an alternative location is being requested. The Arroyo Seco Golf Course will be set-up similar to Parti Gras but at a much smaller scale and include the mini-golf course. There will be a DJ, food trucks, a tent with lighting, tables, chairs, port-a-potties, and many decorations. It is estimated 100-150 students to be in attendance. The event time is 8:00 pm to 11:00 pm. The set-up will be 3:00 pm to 8:00 pm clean-up will occur between 11:00 pm to 1:00 am. SPHS PTSA will comply with the COVID protocol of Los Angeles Health Department Order. SPHS PTSA will be responsible for implementing the protocols at Grad Night. Social distancing and masks are required for all attendees during the event. SPHS PTSA is requesting to hang a street banner above Fair Oaks Avenue at El Centro Street, as part of the co-sponsorship request.

Background

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City Council approved Co-Sponsorship

Request for Approval of a Co-Sponsorship and Fee Waiver of “Grad Night” hosted by the South Pasadena High School Parent –Teacher –Student Association
May 19, 2021
Page 2 of 2

Policy on March 4, 2015, to provide more structure and guidance when fees may be waived, or co-sponsorship approved.

The SPHS PTSA is a South Pasadena-based 501(c) (3) organization established in 1919 to promote communication and interaction within the school community and serves as a resource for parents, teachers, and students. SPHS PTSA would like to hold a Grad Night Party for the class of 2021. The 2020-2021 school year has been a challenging year with no in-person school and the pandemic. Seniors could not participate in many high school traditions. SPHS PTSA hopes to host a Grad Night Party to allow the seniors to celebrate their accomplishments.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The total amount of fees waived is estimated at \$2,864, including golf course rental (\$2,500), event tent permit (\$167) and street banner fee (\$197). SHSP PTSA is required per the Co-sponsorship Policy to pay for staff costs, refundable security deposit, and insurance.

Public Notification of Agenda Item

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

Attachment: Co-Sponsorship Policy

ATTACHMENT 1
Co-Sponsorship Policy

Introduction:

The City of South Pasadena (City) routinely receives requests from nonprofit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, cultural, service club, sporting and school events.

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City has established the following policy to direct when fees may be waived or co-sponsorship approved.

Policy:

Fees may be waived or reduced when co-sponsored by the City when the City Council makes a determination that the program or event: 1) is of significant value to the community or to a significant portion of its residents; and 2) is within the scope of services normally provided by the City.

Before recommending approval, the City Manager, or his/her designee, will also consider factors including but not limited to: 1) benefit to the City; 2) proposed event location and time of day; and 3) impact on the surrounding neighborhood, City staff and resources.

While individuals, organizations, agencies, and private enterprises within South Pasadena may qualify for fee waivers or co-sponsorship based on meeting this policy's criteria, the City does not guarantee all requests will be accommodated. The City Council, or its designee, may determine not to provide support, due to lack of adequate funds or other resources, or when the request represents a conflict of interest or is not in the best interest of the City.

Activities specifically prohibited from City co-sponsorship or waiver of fees include those that: 1) enhance private business; 2) held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position; 3) advocate or promote adult – oriented businesses; or 4) solicit criminal activity. Religious organizations, companies or groups may obtain fee waivers or co-sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services. The City Council periodically approves the City Fee Schedule. Fee waivers may be reflected in reduced revenue totals at fiscal year-end.

City of South Pasadena / Co-Sponsorship Policy

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, state or federal regulations.

Qualifications for those seeking fee waivers or co-sponsorship:

1. Must be a valid non-profit or community service organization based within the City of South Pasadena (proof of non-profit status is required if applicable);
2. All of the following criteria shall be demonstrated by the applicant:
 - a. Consistent with the City's economic, social, or recreational goals;
 - b. Free and open to the public, unless otherwise authorized by the City Council (or its designee);
 - c. Demonstrate community pride and involvement; and
 - d. Not have a religious or political purpose.

Co-sponsorship may include fee waiver or reduction for any of the following:

1. Use of a facility;
2. Temporary Use Permit;
3. Street Banner;
4. Tent Permit;
5. Encroachment Permit; and/or
6. Street Closure and /or traffic control plan.

Co-sponsorship does not include the following:

1. Staff costs;
2. Refundable security deposit;
3. Outdoor use of any city equipment such as tables, chairs, Public Address Systems, canopies; and
4. Insurance.

Procedures:

The following information should be submitted by the non-profit organizations when requesting use of City streets, right-of-ways, and other City properties. The request must be made in writing, at least 60 days prior to event and must include details of the event, including, but not limited to:

1. Name and mailing address of organization making request;
2. City facility, property, or street requested for use;
3. Proof of non-profit status if applicable;
4. Description and purpose of event;
5. Time of event and time access to the site is needed;

6. Proposed street closure or traffic control plan, prepared and stamped by a registered engineer (if applicable); and any and all street closures related to events, must be preapproved, via traffic control plans, by the Public Works Department. Moreover, no entity, under any circumstance, other than the City of South Pasadena may execute traffic control plans within the City's Limits. Proper insurance must accompany the Stamped Street Closure Plan for final approval.
7. Concession information, including whether food or drink will be sold;
8. List of equipment that will be brought in for the event;
9. List of event sponsors and their role (if any);
10. A description of the benefits the non-profit will receive and the benefit the City or its residents will receive from the event;
11. Detailed description of any support needed from City staff, including police, fire or public works (**NOTE: These costs will be the responsibility of the event organizers. Any hours designated for the set-up of approved nonprofit organization events, during regular business hours, will be at the expense of the nonprofit and must be approved by the City Manager or his/her designee).**
12. City equipment and supplies will not be available for use or rent unless the facility that is being used houses these items such as tables and chairs. The following will not be used or rented for outdoor use: Audio visual, Public Address System, Tables, Chairs, Canopies, or Electrical Outlets. Use of City vehicles for nonprofit organization use is prohibited.

Alcohol:

The South Pasadena Municipal Code allows liquor on the premises (wine, beer, whiskey, etc.) under special conditions. Obtain an Alcohol Beverage & Control (ABC) permit by calling the ABC (626) 927-1060. See City Staff for additional info on ABC requirements. Alcohol may not be sold or served to minors. Failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting all deposits, fees and co-sponsorship. Injuries caused to any person or damage to City premises, shall be the sole responsibility of the organizations, its sponsor or the adult representative. Alcohol may not be served or sold during set-up time. Service for any alcoholic beverage must end one hour before the time stated on the contract for the event to end. Alcohol is only permitted in the rented facility (Senior Center and War Memorial Building only) Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to rented facility. For Library Community Room, please see the Library Administration for Alcohol Policy. (<http://www.ci.south-pasadena.ca.us/index.aspx?page=261>)

The following conditions apply once fee waiver and or co-sponsorship is approved:

1. Appropriate recognition of the City as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager or his/her designee must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization

could potentially lose future co-sponsorship opportunities with the City. For further clarification see the South Pasadena Municipal Code Chapter 2 Administration, Article I In General, Section 2.6-5 (Adoption of City Seal).

2. No fliers, posters, banners or signage can be placed, posted or distributed on City parks, City facilities, on street pole or on sandwich boards throughout the city without the approval of the City Manager or his/her designee. Street Banner and encroachment permits fees are waived but must be obtained through the City. For further clarification see the South Pasadena Municipal Code Chapter 3 (Advertising).

3. All non-profits must complete a Facility Use Permit with the Recreation Division of Community Services Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.

4. Special Event Insurance can be purchased through the City. If Special Event Insurance is not purchased the organization must adhere to the following: Proof of General Liability Insurance and Endorsements with the City additionally insured as well as a hold harmless agreement will be required for each event with a minimum of \$2 million per occurrence and \$4 million aggregate. The insurance coverage will be determined on a case by case basis between the City, non-profit organization and Insurance Advisor and will depend largely on the requirement of street closures, serving of alcohol, duration, location and number of participants.

5. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.

6. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.

7. Secure necessary additional permits, e.g., vendors need business license, from food sales need County Health Department permits, and alcohol use permits.

City Policy Pertaining to Styrofoam and Plastic Carryout Bags:

The City prohibits the use and sale of expanded polystyrene food services ware by food providers within the city and in City facilities, City-managed concessions, City sponsored or co-sponsored events, city permitted events and all franchisees, contractor and vendor doing business with the city. (South Pasadena Ordinance No. 2305, SPMC 16.40-.46)

The City prohibits the use or distribution of plastic carryout bags at any facility, any event held on City property, or at any City sponsored event. (South Pasadena Ordinance No. 2269, SPMC 16.31-.39).

Street Banner:

Street Banners will be hung in accordance with the event which will average two to three weeks prior to the event. Location requests cannot be made as the banner will be hung where another banner is coming down. If the applicant chooses to request a banner location, the banner fee will not be waived. One banner per organization will be hung per event due to the multiple requests received. The City only has four banner locations.

City of South Pasadena / Co-Sponsorship Policy

All banners must be delivered to the Public Works Department at the City Yard located at 825 Mission Street (not City Hall) at least four weeks prior to the event and picked up one week after the event from the same location.

No banners will be hung on Fair Oaks Avenue between Thanksgiving and the New Year as City Holiday decorations will be placed in these two locations.

Street Banner will only be approval for South Pasadena organizations within the List.

The attached "Exhibit A" is a list of current co-sponsored organizations or City committees and events that have been approved in the past. If any new organizations request co-sponsorship by the City, that request will come to the City Council for approval. If an existing organization would like to amend their current request, that request will also be brought to City Council for approval.

This Policy and list of events and organizations will be approved annually by the City Council.

This Policy is subject to interpretation. The City Council designates the City Manager or his/her designee in conjunction with the Department Head to interpret the Policy when items are not specifically addressed in the Policy.

Attached: Exhibit A – List of Current Co-Sponsored Organizations or City Committees and Events for 2019

Approved in May 2019 by City Council

City of South Pasadena / Co-Sponsorship Policy

Exhibit A

2019 List of Co-sponsored Organizations and Events

South Pasadena High School Boosters	Tiger Run/Walk (Street Closure and Banner) Booster Bash (Banner)	December September
<i>South Pasadena Middle School Tiger Cub Boosters Club</i>	<i>Main Event Poker Tournament (Facility use)</i>	<i>March</i>
Chinese American Club	Moon Festival (Facility and Banner)	September
Vecinos de South Pasadena	Annual Event (Facility)	October
South Pasadena Educational Foundation (SPEF)	Parti Gras (Golf Course) Color Festival (Street Closure and Banner) Fall Fundraiser (Banner) Summer School (Banner)	May or June March October May
South Pasadena Kiwanis Club	4 th of July Pancake Breakfast (Facility) Shred Day (Banner)	July April
South Pasadena Little League	Baseball and softball fields, storage and facilities for meetings (Park, Facility & Banner)	February - December
American Youth Soccer Association	Soccer fields, storage and facilities for meetings (Park, Facility & Banner)	August - March
Holy Family Catholic School and Church	Field rental – flag football (Park)	August - November
Boy Scouts	Troop meetings at various facilities	Year Round
Girl Scouts	Troop Meetings at various facilities	Year Round
South Pasadena Beautiful	Garden Tour (Banner) Earth Day (Facility and Banner) Meeting Space (Facility use)	April April Year Round
Rotary Club of South Pasadena	Taste of South Pasadena (Banner) Chili Cook off (Facility use)	April November
The Institute for the Redesign of Learning	Abilities Job Fair (Facility use and Banner)	October
South Pasadena Arts Council (SPARC)	Meeting space and fundraising events (Facility use)	Year Round

(Continue)

City of South Pasadena / Co-Sponsorship Policy

City Committee Events

4 th of July/Festival of Balloons Committee	Festival of Balloons daylong event Parade, Garfield Park games, Fireworks show (Street Closure, Banner, Facility use and staff)	July
South Pasadena Tournament of Roses Committee	Classic Car Show (Street Closure, Banner and staff) Float Building and Storage (Facility and staff) Crunch Time Party (Facility use and staff) Spring Event (Facility use and staff)	September September - January December April

South Pasadena Chamber of Commerce

South Pasadena Chamber of Commerce	Farmers' Market (Street Closure) Eclectic Music Festival (Banner, Street Closure, Temp Use Permit, tent permit, Facility use, street closure and staff) Art Crawl (Banner)	Every Thursday April/May 3 times a year
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City Council Agenda Report

ITEM NO. 10

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Sheila Pautsch, Community Services Director

SUBJECT: **Appropriation of \$22,016 from the Arroyo Seco Golf Course Fund for New Range Equipment**

Recommendation

It is recommended that the City Council appropriate Arroyo Seco Golf Course Reserve Funds in the amount of \$22,016 from Account No. 295-8040-8043-8020-000 to purchase an E-Z-Go all-electric range ball picker (\$14,682) and a Range Servant for ball washer and soaker (\$7,334).

Discussion/Analysis

The current range ball picker is ten years old and gas-powered. The picker has been repaired several times to prolong its operation but has become too expensive to continue to fix. The range picker collects golf balls within the driving range through the day, keeping the ball dispenser filled for use. Donovan Bros Golf is recommending purchasing from the higher bidder because the E-Z-Go cart is an all-electric vehicle and has a better front suspension, where the picking unit is attached. There is a \$404 difference between the two pickers.

Vendor	Cost
E-Z-Go	\$14,682
Club Car	\$14,278

The ball washer and soaker are also ten years old and need replacement. Donovan Bros Golf recommends the Range Servant washer and soaker as it uses the same equipment at its other golf courses and determined that this brand can remain operational for 20 plus years.

Vendor	Cost
Range Servant	\$7,334
Wittek	\$7,399

Background

In 2010, Donovan Bros Golf, LLC began managing the Arroyo Seco Golf Course. At that time, much of the equipment was old or in disrepair. The City approved the purchase of much-needed new equipment throughout the facility, such as a point of sales system, security cameras, ball

Authorization to Spend \$22,016 from the Arroyo Seco Golf Course Capital Fund for New Range Equipment.
May 19,2021
Page 2 of 2

picker, and HVAC systems to get business off to a fresh start. Over the past ten years, many items have been purchased that has enhanced the facility.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The cost of the equipment is \$22,016. There are sufficient funds in the Arroyo Seco Golf Course reserve fund to pay for the equipment. It is recommended that the City Council appropriate \$22,016 of Arroyo Seco Golf Course reserve funds to account number 295-8040-8043-8520-000.

Public Notification of Agenda Item

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

Attachment:

1. Range Servant America, Inc. quote
2. Dushman E-Z-Go Range Picker quote

ATTACHMENT 1
Range Servant America, Inc. Quote

Range Servant America, Inc.
 3000 Center Place, Suite 300
 Norcross, GA 30093

QUOTATION

Quote Number: 45762
 Quote Date: Feb 10, 2021
 Page: 1

Voice: 770-448-8055
 Fax: 770-448-8060

Arroyo Seco Golf Club
 1055 Lohman Lane
 South Pasadena, CA 91030

ARROYO SECO	3/12/21	Net 30 Days
-------------	---------	-------------

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	RS38K	RS 38K Golf Ball Washer	3,095.00	3,095.00
1.00	DISCOUNT	Less Discount Given Customer	309.50	-309.50

Subtotal	2,785.50
Sales Tax	264.62
Freight	385.00

\$ 3435.12

Range Servant America, Inc.
 3000 Center Place, Suite 300
 Norcross, GA 30093

QUOTATION

Quote Number: 45761
 Quote Date: Feb 10, 2021
 Page: 1

Voice: 770-448-8055
 Fax: 770-448-8060

Arroyo Seco Golf Club
 1055 Lohman Lane
 South Pasadena, CA 91030

ARROYO SECO	3/12/21	Net 30 Days
-------------	---------	-------------

1.00	WIM0002	Pre-Soaker, 4,000 ball capacity	3,595.00	3,595.00
1.00	DISCOUNT	Less Discount Given Customer	400.00	-400.00
		Contact: Sam Cortez scortez@arroyosecogc.com 323-255-1506		
			Subtotal	3,195.00
			Sales Tax	303.53
			Freight	400.00

\$ 3898.53

ATTACHMENT 2
Cushman E-Z-Go Range Picker



CUSHMAN



PROPOSAL FOR:

Arroyo Seco

1	Hauler Pro 72V Range Picker	2021/2022	Purchase - Net 30	\$ 13,347.15	\$ 13,347.15
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Ball Cage Kit	Easy Picker Adapter	USB Port
Kenda 20 x 8-10 Tires	Batteries T875 w/ Fill System	Hour Meter

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

LEASE DETAILS

Payment Schedule: Purchase - Net 30
Delivery: TBD

Payment Months: _____
First Pay: TBD

SPECIAL CONSIDERATIONS:

E-Z-GO at its discretion reserves the right to offer an early roll option. Arroyo Seco must enter into a new lease purchase agreement with E-Z-GO and the existing account must be current and credit approved. Prices quoted are those in effect at the time the quote is made and are guaranteed subject to acceptance within 45 days. All lease cars and trades must be in running condition and a fleet inspection will be done prior to pick up. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval. Applicable state taxes, local taxes and insurance are not included. Payment Schedule(s) does not include any finance, documentation or initiation fees that may be required with payment.

Arroyo Seco

Accepted By: _____
Title: _____

Date: _____

E-Z-GO, A Division of Textron, Inc.

Accepted By: Austin Stinson
Title: Territory Sales Manager

Date: 3/19/2021

13,347.15
 tax 1,334.72
 14,681.87





City Council Agenda Report

ITEM NO. 11

DATE: May 19, 2021

FROM: Sean Joyce, Acting City Manager

PREPARED BY: Shahid Abbas, Director of Public Works
Leonna DeWitt, Public Works Assistant

SUBJECT: **Adoption of a Resolution Approving the Fiscal Year 2021-22 Engineer's Report Declaring the City's Intention to Provide for an Annual Levy and Collection of Assessments and Setting a Date and Time for a Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District**

Recommendation

It is recommended that the City Council:

1. Adopt the attached resolution approving the Fiscal Year (FY) 2021-22 Engineer's Report declaring the City of South Pasadena's (City) intention to provide for an annual levy and collection of assessments; and
2. Schedule the Public Hearing for the FY 2021-22 Lighting and Landscaping Maintenance District (LLMD) for June 16, 2021, at 6:30 p.m. in the Council Chamber.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Community Outreach

The public will have an opportunity to speak on this matter during the Public Hearing at the June 16, 2021 City Council Meeting. A copy of the attached Engineer's Report is available for viewing on the City's website.

Discussion/Analysis

The LLMD provides approximately \$900,000 in revenues that exclusively covers the maintenance costs within the LLMD boundaries. The revenue is collected through the County Assessor's Office as part of the property tax rolls. The LLMD estimated costs for FY 2021-22 is \$1,082,800. The LLMD assessments provide annual funds for the maintenance and operation of traffic signals, street lights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs. The first step requires the authorization to prepare an Engineer's Report, which contains the engineering study and details of the assessments and methodologies which are needed to submit the assessments to the County Assessor's Office. On April 21, 2021, the City Council approved Resolution 7717 authorizing the preparation of the Engineer's Report for the FY 2021-22 LLMD Assessment.

The maintenance costs are distributed equitably assessing properties in accordance with special benefits received. Revenues generated by the proposed assessment district will substantially cover the maintenance cost within the LLMD service area, which coincide with the City boundaries. The City Council has previously approved the methodology for the assessments and staff will continue with the same methodology this year.

Next Steps

The LLMD Proceedings Schedule (Attachment 3) proposed the following schedule:

1. A Public Hearing will be conducted on June 16, 2021 to adopt a Resolution confirming the annual levy and collection of assessments for the LLMD for FY 2021-22.
2. In August 2021 Harris & Associates will submit the proposed assessments to the Los Angeles County (County) Assessor’s Office.

Background

Assessments are computed based on the number of equivalent single-family dwelling units (EDU) in the LLMD. The equivalent dwelling unit calculation is adjusted for commercial, vacant, and multi-residential property in a manner detailed on pages eight and nine in the Engineer’s Report. Local benefits are divided into four zones depending upon the type of street lighting in the neighborhood.

- Zone 1 - properties are adjacent to major thoroughfares, which are served by higher levels of lighting compared to residential areas.
- Zone 2 - properties are primarily residential served by streetlights owned and maintained by the City.
- Zone 3 - properties are primarily residential served by streetlights owned and maintained by Southern California Edison.
- Zone 4 - properties are in areas without local street lighting, and which pay no local benefit assessment.

The annual assessment rates for a single-family property in each of these zones are as follows:

Zone	Assessment (\$/EDU)		
	City Wide	Local Benefits	Total
1	\$71.26	\$25.85	\$97.11
2	\$71.26	\$32.83	\$104.09
3	\$71.26	\$7.66	\$78.92
4	\$71.26	None	\$71.26

Properties owned by the City (parks, municipal facilities, etc.), the South Pasadena Unified School District, the State (Caltrans properties), or the U.S. Government (post office) are exempt from LLMD assessments.

As a result of Proposition 218 (Prop 218), the City cannot increase the proposed assessments without going through a public ballot process. The City Council has supported staff's recommendation to rely on an exemption of Prop 218 (passed in 1997), that allows the renewal of the LLMD assessments, provided the rates are not changed. If the assessment rates are changed, then the balloting requirements under Prop 218 must be fulfilled.

In January 2017, a ballot to increase assessments was performed. The final tally of the vote was 60.9% opposed and 39.1% in favor of the new assessments. As a result, assessment rates remained unchanged. In FY 2021-22, there is no proposed change to assessments.

The attached resolution calls for approval of the Engineer's Report and declares the intention of moving forward with levying and collecting assessment to cover LLMD costs. The resolution also sets the Public Hearing for June 16, 2021 at 6:30 p.m., in the Council Chamber. The Public Hearing allows comment by the property owners and is legally required to annually re-establish LLMD revenues. Attachment 1 includes the proposed resolution and Attachment 2 includes a draft of the Engineer's Report.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The LLMD establishes the funding mechanism to provide approximately \$900,000 in revenues that exclusively covers the maintenance costs within the LLMD boundaries. The County Assessor's Office collects the revenue as part of the property tax rolls. The LLMD estimated cost for FY 2021-22 is \$1,082,800 (refer to page five of the Engineer's Report). A General Fund transfer funds the difference. The consulting services of Harris & Associates have been engaged to prepare the Engineer's Report reflecting individual parcel assessments including recordation with the County.

Public Notification of Agenda Item

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

Attachments:

1. Resolution of Intention
2. FY 2021-22 Street Lighting and Landscaping Maintenance District Assessment Engineer's Report
3. LLMD Proceedings Schedule

ATTACHMENT 1
Resolution of Intention

**CITY OF SOUTH PASADENA
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FISCAL YEAR 2021-22 ENGINEER'S REPORT DECLARING THE CITY'S INTENTION TO PROVIDE FOR AN ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND SETTING A DATE AND TIME FOR A PUBLIC HEARING FOR THE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2 OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City Council of the City of South Pasadena, California, previously formed a Street Lighting and Landscaping Maintenance District pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," Division 15, Part 2 of the Streets and Highways Code of the State of California, in what is known and designated as the City of South Pasadena Lighting and Landscaping Maintenance District (District); and

WHEREAS, at this time, the City Council desires to conduct proceedings to provide for the annual levy of assessments for Fiscal Year (FY) 2021-22 to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, the City Council approved the Engineer's Report (Report) as required by law, and the City Council desires to conduct the proceedings for said annual levy.

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

SECTION 1. That the above recitals are all true and correct.

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to undertake proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved by the City Council and posted on the City's website for remote access by the public, and herein so referenced and made a part hereof, and proposed changes thereto are set forth in the Report, incorporated herein as part hereof.

SECTION 3. REPORT. That the Report regarding the annual levy for said District, which Report is for maintenance for the FY 2021-22, is hereby approved and is posted on the City's website for remote access.

SECTION 4. ASSESSMENT. That the public interest and convenience requires, and it is the intention of the City Council to order the annual assessment levy for the District as set forth and described in said Report, and further it is determined to be in the best public interest and convenience to levy and collect annual assessments to pay the costs and expense of said maintenance and improvement as estimated in said Report.

SECTION 5. DESCRIPTION OF MAINTENANCE. The assessments levied and collected shall be for the maintenance of certain street lighting and landscaping improvements, as set forth in the Report, referenced and so incorporated herein.

SECTION 6. The County Auditor shall enter on the County Assessment Roll the amount of the assessments, and shall collect said assessments at the time and in the same manner as County taxes are collected. After collection by the County, the net amount of the assessments, after the deduction of any compensation due to the County for collection, shall be paid to the County Treasurer for purposes of paying for the costs and expenses of said District.

SECTION 7. SPECIAL FUND. That all monies collected shall be deposited in a special fund known as the “SPECIAL FUND CITY OF SOUTH PASADENA, LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT.” Payment shall be made out of said fund only for the purpose of provided for in this resolution and in order to expedite the making of this maintenance and improvement, the City Council may transfer into said funds as it may deem necessary to expedite the proceedings. Any funds shall be repaid out of the proceeds of the assessments provided for in this resolution.

SECTION 8. BOUNDARIES OF DISTRICT. Said contemplated maintenance work in, in the opinion of the City Council, of direct benefit to the properties within the boundaries of the District, and the City Council makes the costs and expenses of said maintenance chargeable upon District, which District said City Council hereby declares to be the further assessed to pay the costs and expenses thereof. Said District shall include each parcel of land within the boundaries of said District as shown on the map as approved by the City Council and on file in the Office of the City Clerk and so designated by the name of the District.

SECTION 9. PUBLIC PROPERTY. Any lots or parcels of land known as public property, as the same are defined in Section 22663 of Division 15, Part 2 of the Streets and Highways Code of the State of California, which are included within the boundaries of the District, shall be omitted and exempt from any assessment to be made under these proceedings to cover any of the costs and expenses of said improvement and maintenance work.

SECTION 10. PUBLIC HEARING. NOTICE IS HEREBY GIVEN THAT WEDNESDAY, THE 16th DAY OF JUNE 2021, AT THE HOUR OF 6:30 PM, AT THE REGULAR MEETING OF THE SOUTH PASADENA CITY COUNCIL, IN THE COUNCIL CHAMBER, 1424 MISSION STREET, SOUTH PASADENA,

CALIFORNIA 91030, IS THE TIME AND PLACE FIXED BY THE CITY COUNCIL FOR THE PUBLIC HEARING ON THE ANNUAL LEVY OF ASSESSMENTS.

SECTION 11. NOTICE. That the City Clerk is hereby authorized and directed to publish, pursuant to Government Code Section 6061, a copy of this resolution in a newspaper of general circulation within said City, said publication shall be not less than ten (10) days before the date set for said Public Hearing.

SECTION 12. That the City Clerk is further directed to cause a copy of the Resolution of Intention to be posted upon the official bulletin board customarily used for the posting of notices.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

SECTION 14. For any and all information relating to the proceedings, protect procedure, any documentation and/or information of a procedural or technical nature, the designated contact person is as follows:

Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
sabbas@southpasadenaca.gov
(626) 403-7240

SECTION 15. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 19th day of May, 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk
(Seal)

Teresa L. Highsmith, City Attorney

**CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION**

**CERTIFICATION
OF
RESOLUTION**

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

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 19th day of May 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk

ATTACHMENT 2
FY 2021-22 Street Lighting and Landscaping
Maintenance District Assessment Engineer's Report



Harris & Associates



FINAL ENGINEER'S REPORT

CITY OF SOUTH PASADENA
STREET LIGHTING AND
LANDSCAPING MAINTENANCE
DISTRICT

Fiscal Year 2021-22

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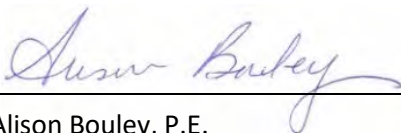
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1. CERTIFICATIONS

ENGINEER'S REPORT CITY OF SOUTH PASADENA STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that she is a Professional Engineer, registered in the State of California.

DATED: May 19, 2021



BY: Alison Bouley, P.E.
R.P.E. No. C61383



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2021.

Lucie Colombo, Interim City Clerk
City of South Pasadena
Los Angeles County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of South Pasadena, California, on the ___ day of _____, 2021.

Lucie Colombo, Interim City Clerk
City of South Pasadena
Los Angeles County, California

By _____

2. REPORT

CITY OF SOUTH PASADENA

FISCAL YEAR 2021-22

ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of South Pasadena, State of California, in connection with the proceedings for:

CITY OF SOUTH PASADENA

STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

Hereinafter referred to as the "Assessment District" or the "District", I, Alison Bouley, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A

PLANS AND SPECIFICATIONS

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

PART B

ESTIMATE OF COST

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C

METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the District, in proportion to the estimated benefits to be received by such lots and parcels.

PART D

ASSESSMENT DIAGRAM

The Diagram of the District Boundaries showing the exterior boundaries of the Assessment District and the lines and dimensions of each lot or parcel of land within the Assessment District. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E

ASSESSMENT ROLL

A listing of the amounts to be assessed on each benefited lot or parcel of land within the District in Fiscal Year 2021-22.

3. PART A - PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of South Pasadena, and those which may be subsequently constructed, will be operated, serviced and maintained as generally described as follows:

DESCRIPTION OF IMPROVEMENTS
FOR THE CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
FISCAL YEAR 2021-22

The proposed improvements for Fiscal Year 2021-22 may be generally described as the continued maintenance and operation of streets and sidewalks within the Assessment District, including the construction, operation, servicing and maintenance of landscaping, lighting and appurtenant facilities, including but not limited to, personnel, electrical energy, utilities such as water, materials, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

- Landscaping and Appurtenant Facilities. Landscaping, planting, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk and curb and gutter maintenance adjacent to street trees, and appurtenant facilities, in public street and sidewalk rights-of-way, including parkways, medians and dedicated easements within the boundary of said Assessment District.
- Lighting and Appurtenant Facilities. Poles, fixtures, bulbs, conduits, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide safety lighting and traffic signals in public street and sidewalk rights-of-way and easements within the boundaries of said Assessment District. Servicing of the Southern California Edison Company-owned lights shall be furnished by Southern California Edison Company or its successors or assignees and shall be adequate for the intended purpose. Rates for power and maintenance shall be authorized by the Public Utilities Commission, State of California.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the public lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities, or for the lighting or operation of landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing the general nature, location, and the extent of the improvements, are on file in the office of the City Clerk and are incorporated herein by reference.

4. PART B – ESTIMATE OF COST

Estimate of Cost

Estimated costs for Fiscal Year 2021-22 for the construction, operation, servicing and maintenance of the landscaping and lighting facilities described in Part A are shown in the following table.

ESTIMATE OF COST

<i>Land Use Category</i>	<i>Local</i>	<i>Citywide</i>	<i>District Total</i>
I. Landscape Maintenance			
<i>Street Tree Maintenance</i> ¹	\$0	\$431,800	\$431,800
<i>Street Tree Removal and Replacement</i>	\$0	\$50,000	\$50,000
<i>Median Landscape Maintenance</i>	<u>\$0</u>	<u>\$64,000</u>	<u>\$64,000</u>
Landscape Maintenance Totals:	\$0	\$545,800	\$545,800
II. Street Lighting and Traffic Signals ²			
<i>Major Thoroughfare Street Lighting</i> ³	\$49,515	\$148,545	\$198,060
<i>City-Owned Street Lighting</i>	\$82,525	\$0	\$82,525
<i>Edison-Owned Street Lighting</i>	<u>\$49,515</u>	<u>\$0</u>	<u>\$49,515</u>
<i>Street Lighting Subtotal</i>	\$181,555	\$148,545	\$330,100
<i>Traffic Signals</i>	<u>\$0</u>	<u>\$186,900</u>	<u>\$186,900</u>
Street Lighting and Traffic Signal Totals:	\$181,555	\$335,445	\$517,000
III. Other Costs			
<i>Capital Improvements</i>	\$0	\$0	\$0
<i>Damage to City Property</i>	\$0	\$0	\$0
<i>Administrative Costs</i> ⁴	<u>\$0</u>	<u>\$20,000</u>	<u>\$20,000</u>
Other Costs Totals:	\$0	\$20,000	\$20,000
TOTAL COSTS:	<u>\$181,555</u>	<u>\$901,245</u>	<u>\$1,082,800</u>
Revenue			
<i>Assessment Revenue FY 2021-22</i>	\$161,890	\$734,263	\$896,153
<i>Non-Assessed Benefit Amount</i>	\$19,665	\$166,982	\$186,647
TOTAL REVENUE:	<u>\$181,555</u>	<u>\$901,245</u>	<u>\$1,082,800</u>

1 Street tree maintenance costs include city staff costs and contracted costs for street tree maintenance and street tree related sidewalk repair.

2 Street lighting costs include city staff costs and electricity. The street lighting total (\$330,100) is allocated 60% to Major Thoroughfare (\$198,060), 25% to City-Owned (\$82,525) and 15% to Edison-Owned (\$49,515).

3 Major Thoroughfare street lighting costs (\$198,060) are allocated 25% to Local Zone 1 (\$49,515) and 75% to Citywide (\$148,545).

4 Administrative costs include city staff costs and contracted costs to manage the District and process the annual assessment levy.

Fund Balance

The 1972 Act requires that a special fund be setup for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments or to fund costs which are greater than revenue from the assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year. Estimated beginning and ending fund balances for Fiscal Year 2021-22 are shown in the following table:

FUND BALANCE

<i>Description</i>	<i>Amount</i>
<i>Fiscal Year 2020-21</i>	
<i>Beginning Balance (July 1, 2020)</i>	\$0
<i>FY 2020-21 Budget Surplus/(Deficit)</i>	(\$187,910)
<i>Contribution from Other Sources</i>	<u>\$187,910</u>
<i>Estimated Ending Balance (June 30, 2021):</i>	\$0
<i>Fiscal Year 2021-22</i>	
<i>Estimated Beginning Balance (July 1, 2021)</i>	\$0
<i>Estimated FY 2021-22 Budget Surplus/(Deficit)</i>	(\$186,647)
<i>Estimated Contribution from Other Sources</i>	<u>\$186,647</u>
<i>Estimated Ending Balance (June 30, 2022):</i>	\$0

5. PART C – METHOD OF APPORTIONMENT

General

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

“ The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

— Streets and Highways Code Section 22573

The 1972 Act permits the designation of areas of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will received different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Impact of Proposition 218

In November 1996, the voters of California adopted Proposition 218, which has been codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 imposed a number of substantive and procedural requirements on taxes, assessments, and property-related fees imposed by local governments in California.

“Grandfathered” Assessments. Since the District Assessments were imposed prior to November 5, 1996, they are “grandfathered” under Article XIII D, Section 5(a) of the Constitution, which permits the continuation of assessments existing prior to the effective date of Proposition 218 so long as the assessments are imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Since 1997, the City elected to proceed with the “grandfathering” of the District which has allowed the annual renewal of the District Assessments at the rates that existed when Proposition 218 went into effect. Any increase above such rates must be in compliance with Proposition 218 and requires property-owner approval.

Maintenance Cost Inflation. There has been an increase of cost to provide services over the years which have increased the District expenditures. However, the revenues have stayed the same due to the Proposition 218 limitations. As a result, the street light, traffic signal, and tree maintenance have been deferred. In addition, due to combined drought and aging forestry, staff has observed a substantial number of dead and diseased trees along with an increase in the number of claims due to fallen tree branches. As District operations and maintenance costs have increased, either maintenance has been deferred or the City's General Fund has been used to subsidize a portion of the costs. For Fiscal Year 2021-22, it is estimated that the revenue shortfall for the District will be approximately \$186,647.

Fiscal Year 2017/18 Proposed Assessment Rate Increase. In an attempt to generate additional revenues and eliminate the General Fund subsidy, the City proposed to form a new assessment District that would replace the existing assessment District if approved by property owners within the District by way of an assessment balloting procedure in compliance with Proposition 218. In January 2017, property owners were asked to vote in favor of, or against, the new District with increased rates that would be sufficient to cover District costs, as well as a built-in annual inflation factor to allow rate escalation to match up with cost inflation. The property owners did not vote in favor of the new District and the existing District remains in place.

Equivalent Dwelling Unit Assessment Methodology

The Equivalent Dwelling Unit method uses the single family home as the basic unit of assessment. A single family home equals one Equivalent Dwelling Unit (EDU). Every other land-use is converted to EDU's based on an assessment formula appropriate for the City. Multi-family and condominium parcels are converted to EDU's based on the number of dwelling units on each parcel of land. Commercial and Industrial parcels are converted to EDU's based on the lot size of each parcel of land.

Single Family Residential. The single family parcel has been selected as the basic unit for calculation of the benefit assessments. This basic unit shall be called an Equivalent Dwelling Unit (EDU). Parcels designated as single family residential per the Los Angeles County land-use code are assessed 1 EDU.

Multi-Family Residential. Multi-family uses, as well as condominiums, are given a factor of .80 EDU per dwelling unit. Based on data from representative cities in Southern California, the multi-family residential factor of 80 percent is determined by the statistical proportion of relative trip generation from various types of residential uses, in combination with population density per unit.

Commercial/Industrial. Commercial/Industrial properties are designated as commercial, industrial, recreational, institutional or miscellaneous uses per the Los Angeles County land-use codes. In converting improved Commercial/Industrial properties to EDUs, the factor used is the City of South Pasadena's average single family residential lot size of 7,500 square feet, or 5.808 dwelling units per acre. The Commercial/Industrial parcels will be assessed 5.808 EDU for the first acre or any portion thereof, and then 25% of 5.808 EDUs (1.452) for every additional acre or portion thereof, as the utilization of that portion of non-residential property greater than one acre is reduced and will be treated as vacant land. The minimum number of EDUs per parcel will be 1 EDU.

Vacant Property. Vacant property is described as parcels with no improved structures. Property values in a community increase when public infrastructure is in place, improved, operable, safe, clean and maintained, all properties, including vacant parcels, receive benefits as this is the basis of their value. Based upon the opinions of professional appraisers, appraising current market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent; in South Pasadena, we find that the average is about 50 percent. Additionally, the utilization of vacant property is significantly less than improved property and vacant property has a traffic generation rate of 0. Therefore, vacant property will be assessed at the rate of 25 percent of improved property.

Vacant Residential. Parcels defined as single family residential parcels which do not have structures on the parcels are assessed 25% of a single family dwelling. The parcels will be assessed 0.25 EDU per parcel.

Vacant Non-Residential. Parcels defined as parcels which are not single family residential and which do not have structures on the parcel are assessed based upon the acreage of the parcel. The parcels

will be assessed at the rate of 25% of the developed non-residential properties, or 1.452 EDU per acre or any portion thereof, with a minimum of 0.25 EDU per parcel.

Landlocked parcels and small parcels are not assessed; nor are public streets, public properties, utility easements, right-of-way, public schools, public parks, and common areas. These are all exempt parcels.

EDU Rates by Land Use

The land-use category for each parcel has been based on the Los Angeles County Assessor's Roll. A summary of EDU Rates by Land Use is shown below:

EDU RATES BY LAND USE

<i>Land Use Category</i>	<i>Basic Unit x EDU Factor</i>	<i>EDU Rates</i>
0 Exempt	1 Dwelling Unit x 0.0	0.00 EDU per Dwelling Unit
1 Single Family Residential (SFR)	1 Dwelling Unit x 1.0	1.00 EDU per Dwelling Unit
2 Multi-Family Residential / Condominiums	1 Dwelling Unit x 0.8	0.80 EDU per Dwelling Unit
3 Commercial / Industrial <i>Based on the average size for SFR lots in the City of 7,500 SF which equals 5.805 Dwelling Units / Acre</i>	1 Acre x 5.808 1 Acre x 1.452	5.808 EDU per Acre <i>(first acre, minimum 1.00 EDU per Parcel)</i> 1.452 EDU per Acre <i>(after first acre)</i>
4 Vacant – Residential	1 Parcel x 0.25	0.25 EDU per Parcel
5 Vacant – Non-Residential	1 Acre x 1.452	1.452 EDU per Acre <i>(minimum 0.25 EDU per Parcel)</i>

Inventory of Assessed Parcels

Information from the Los Angeles County Assessor's Roll, Assessor's Parcel Maps, and the City of South Pasadena's Planning Department was utilized to create the inventory of parcels in the District. The total number of assessed parcels; residential units; commercial, industrial and vacant acreage and calculated EDUs for each land use category are shown in the following table:

INVENTORY OF ASSESSED PARCELS

<i>Land Use Category</i>	<i>No. of Parcels</i>	<i>Dwelling Units</i>	<i>Acres</i>	<i>EDUs</i>
1 Single Family Residential (SFR)	4,388	4,388	N/A	4,388.00
2 Multi-Family Residential / Condominiums	2,020	6,512	N/A	5,209.60
3 Commercial / Industrial	322	N/A	121.93	650.74
4 Vacant – Residential	187	N/A	N/A	46.75
5 Vacant – Non-Residential	29	N/A	3.51	8.91
District Totals:	6,946	10,900	125.44	10,304.00

District Benefits

Parcels within the District receive benefit from the maintenance and operation of District improvements. Benefits received by parcels within the District are described below:

Landscaping. All parcels in the City receive benefit from the landscaping maintenance funded by the District. The City maintains trees and miscellaneous shrubbery throughout the City. The trees and shrubbery are located within the public street and sidewalk rights-of-way, including in medians and parkways.

The trees and shrubbery provide an aesthetically pleasing environment, shade, beautification, air purification and sound attenuation. These positive attributes increase the desirability of, and are special and direct benefits to, all properties throughout the City. Furthermore, trees and landscaping, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings.

Lighting. The proper functioning of street lighting is imperative for the welfare and safety of the public and property throughout the City. Proper maintenance and servicing of the street lighting system benefits properties within the District by providing proper illumination for ingress and egress and safe traveling at night. Proper operation of the street light system is imperative to public convenience, orderly traffic flow, enhanced congestion management and safety.

Improved security, fuel conservation, protection of property from crime and vandalism, and reduction of traffic accidents, are special and direct benefits to all properties within the City; lighting benefits are directly related to public safety and property protection and therefore increase desirability.

The City costs to administer the maintenance and operations of the improvements, including administration of the District, also provide benefit to all properties in the District.

Types of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Citywide Benefits. Benefits which are received by all parcels in the City are considered to be Citywide Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to all parcels within the District.

The maintenance of street trees and leaf debris removal, sidewalk, curb and gutter repair adjacent to trees throughout the City, medians on Huntington Drive, Monterey Avenue and Fair Oaks are Citywide Benefits. All of the landscaping maintenance budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Street lighting on the major thoroughfares provide Citywide Benefits, as all property in the City derive benefit from the convenience, safety and protection of people and property they provide. 75% of the Major Thoroughfare Street Lighting budget is attributed to Citywide Benefits and is assessed to all parcels in the District.

Local Benefits. Benefits which are not received by all parcels in the City are considered to be Local Benefits, and the associated costs of these benefits are spread equally, based on Equivalent Dwelling Units, to only those parcels within the District receiving such benefits.

Parcels that receive their local street lighting from the Edison-owned street lights within the City receive the same amount of Local Benefit and the budget for the Edison street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Similarly, parcels that receive their local street lighting from the City-owned street lights within the City receive the same amount of Local Benefit and the budget for the City street light system is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Parcels that receive their local street lighting from the major thoroughfare street lights receive the same amount of Local Benefit and 25% of the budget for the major thoroughfare street light system is allocated to such benefit, the amount of which is assessed equally, based on Equivalent Dwelling Units, to those parcels only.

Zones of Benefit

There are two types of benefits that parcels receive from the maintenance and operation of the improvements as described below.

Zone 1. This zone consists of all property which is adjacent to the major thoroughfares in the District. Local Benefit received from the major thoroughfare street lights, equal to 25% of the major thoroughfare street lighting budget is allocated to Zone 1 parcels.

Zone 2. This zone consists primarily of residential property which is served by the City street lighting system. Local Benefit received from the City street lights, equal to 100% of the City street lighting budget is allocated to Zone 2 parcels.

Zone 3. This zone consists primarily of residential property which is served by the Edison street lighting system. Local Benefit received from the Edison street lights, equal to 100% of the Edison street lighting budget, is allocated to Zone 3 parcels.

Zone 4. This zone consists of parcels which do not have Local Benefits from street lighting and, therefore, receive only the Citywide Benefits.

EDUs Per Zone

Citywide Benefits are allocated to all assessable parcels in the City pro rata based on the total number of Citywide EDUs. Local Benefits are allocated to parcels in their respective Zones pro rata based on the total number of Zone EDUs. The distribution of EDUs per Zone is shown below.

EDUS PER ZONE

<i>Benefit Zone</i>	EDUs
<i>Zone 1 (Major Thoroughfare Parcels)</i>	1,884.10
<i>Zone 2 (Residential Property – City-Owned Lights)</i>	2,055.41
<i>Zone 3 (Residential Property – Edison- Owned Lights)</i>	5,964.39
<i>Zone 4 (No Local Benefits – Citywide Benefits Only)</i>	400.10
Total EDUs:	10,304.00

Citywide Benefit

All parcels within the City receive Citywide Benefits. The total amount of Citywide Benefits is shown in the following table:

CITYWIDE BENEFIT

<i>Budget Item</i>	<i>Benefit Amount</i>
<i>Street Tree Maintenance</i>	\$431,800
<i>Street Tree Removal and Replacement</i>	\$50,000
<i>Median Landscape Maintenance</i>	\$64,000
<i>Major Thoroughfare Street Lighting</i>	\$148,545
<i>Traffic Signals</i>	\$186,900
<i>Capital Improvements</i>	\$0
<i>Damage to City Property</i>	\$0
<i>Administrative Costs</i>	\$20,000
Total Citywide Benefit:	\$901,245

Citywide Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Citywide Benefits are shown below:

CITYWIDE BENEFIT PER EDU

<i>Budget Item</i>	<i>EDUs</i>
<i>Total Citywide Benefit</i>	\$901,245.00
<i>Divided by Total Citywide EDUs</i>	\div 10,304.00
<i>Calculated Citywide Benefit Per EDU</i>	\$87.47
Maximum Citywide Benefit Per EDU:	\$71.26

Local Benefit

Parcels located within each Zone receive Local Benefits for their specific Zone. The total amount of Local Benefits for each Zone are shown in the first table on the following page.

LOCAL BENEFIT

<i>Budget Item</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Major Thoroughfare</i>	\$49,515	\$0	\$0	\$0	\$49,515
<i>City-Owned Street Lights</i>	\$0	\$82,525	\$0	\$0	\$82,525
<i>Edison-Owned Street Lights</i>	\$0	\$0	\$49,515	\$0	\$49,515
Total Local Benefit:	\$49,515	\$82,525	\$49,515	\$0	\$181,555

Local Benefit Per EDU

The calculated assessment rate and the maximum assessment rate for Local Benefits for each Zone are shown in the following table:

LOCAL BENEFIT PER EDU

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Total Local Benefit</i>	\$49,515.00	\$82,525.00	\$49,515.00	\$0.00
<i>Divided by Total Zone EDUs</i>	÷ 1,884.10	÷ 2,055.41	÷ 5,964.39	÷ 400.10
<i>Calculated Local Benefit Per EDU</i>	\$26.28	\$40.15	\$8.30	\$0.00
Maximum Local Benefit Per EDU:	\$25.86	\$32.83	\$7.66	\$0.00

Assessment Summary

The calculated assessment amount and the maximum assessment amount for each Zone, including both Citywide Benefits and Local Benefits are shown in the following table:

ASSESSMENT SUMMARY

<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4	Local Total
<i>Calculated Citywide Benefit Assessment</i>	\$164,794	\$179,777	\$521,679	\$34,995	\$901,245
<i>Calculated Local Benefit Assessment</i>	<u>\$49,515</u>	<u>\$82,525</u>	<u>\$49,515</u>	<u>\$0</u>	<u>\$181,555</u>
Total Calculated Benefit Assessment:	\$214,309	\$262,302	\$571,194	\$34,995	\$1,082,800
<i>Maximum Citywide Benefit Assessment</i>	\$134,261	\$146,468	\$425,023	\$28,511	\$734,263
<i>Maximum Local Benefit Assessment</i>	<u>\$48,724</u>	<u>\$67,479</u>	<u>\$45,687</u>	<u>\$0</u>	<u>\$161,890</u>
Total Maximum Benefit Assessment:	\$182,985	\$213,947	\$470,710	\$28,511	\$896,153
Non-Assessed Benefit Amount:	\$31,324	\$48,355	\$100,484	\$6,484	\$186,647

Assessment Rates

The calculated assessment rates and the maximum assessment rate for each Zone, including both Citywide Benefits and Local Benefits, are shown in the following table.

ASSESSMENT RATES

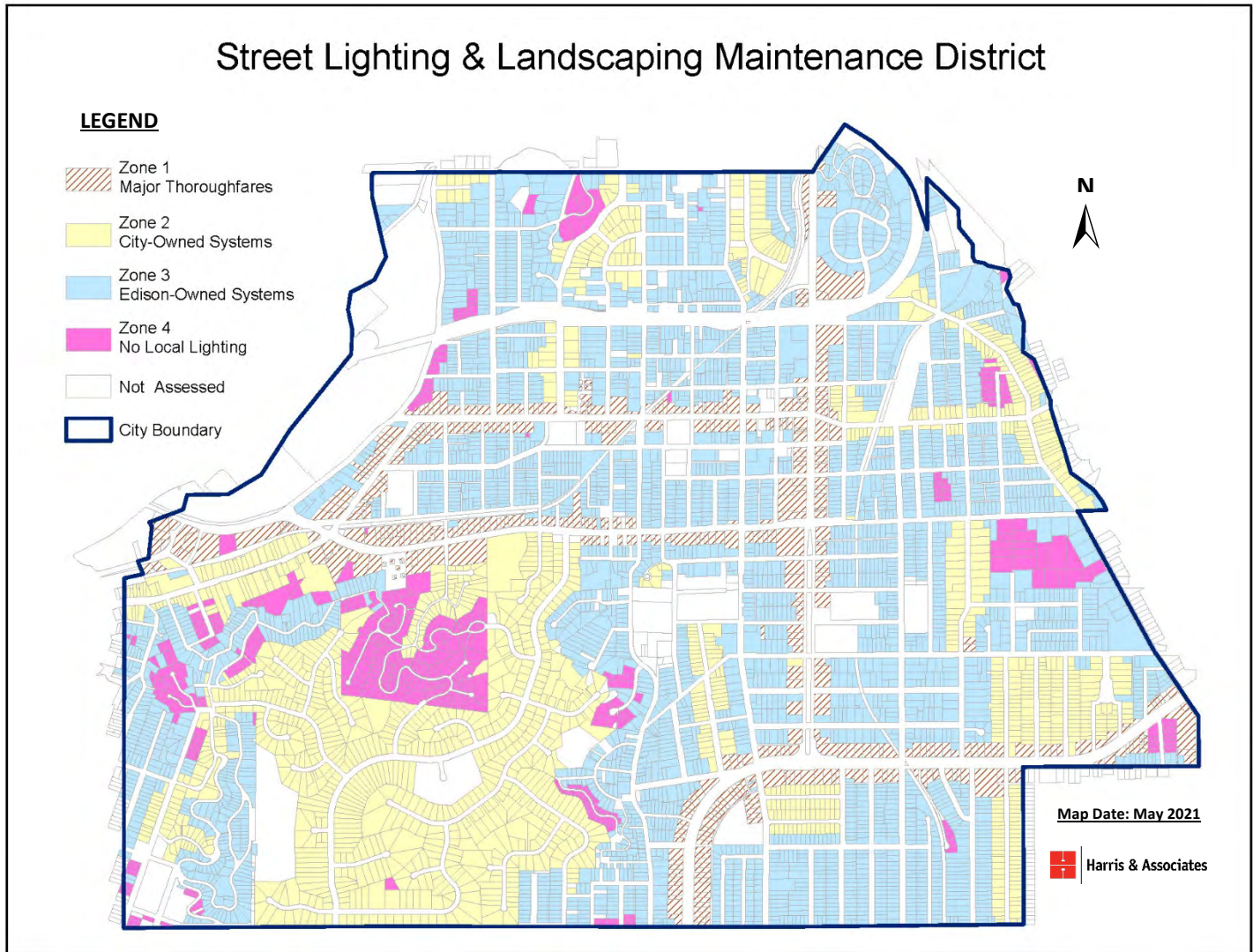
<i>Description</i>	Zone 1	Zone 2	Zone 3	Zone 4
<i>Calculated Citywide Rate Per EDU</i>	\$87.47	\$87.47	\$87.47	\$87.47
<i>Calculated Local Rate Per EDU</i>	<u>\$26.28</u>	<u>\$40.15</u>	<u>\$8.30</u>	<u>\$0.00</u>
<i>Total Calculated Rate Per EDU:</i>	\$113.75	\$127.62	\$95.77	\$87.47
<i>Maximum Citywide Rate Per EDU</i>	\$71.26	\$71.26	\$71.26	\$71.26
<i>Maximum Local Rate Per EDU</i>	<u>\$25.86</u>	<u>\$32.83</u>	<u>\$7.66</u>	<u>\$0.00</u>
<i>Total Maximum Rate Per EDU:</i>	\$97.12	\$104.09	\$78.92	\$71.26
<i>Non-Assessed Rate Per EDU:</i>	\$16.63	\$23.53	\$16.85	\$16.21

6. PART D – ASSESSMENT DIAGRAM

The boundaries of the District are coterminous with the boundaries of the City of South Pasadena. A diagram showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District has been submitted to the office of the City Clerk of the City of South Pasadena, and is hereby made a part hereof by reference.

A copy of the assessment diagram for the District is shown below.

**CITY OF SOUTH PASADENA
STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT
ASSESSMENT DISTRICT DIAGRAM**



7. PART E – ASSESSMENT ROLL

The assessment set forth for each parcel is shown on the Assessment Roll for the District, submitted separately, as "Assessment Roll for City of South Pasadena, Street Lighting & Landscaping Maintenance District, Fiscal Year 2021-22", which is incorporated by reference herein and is on file in the Office of the City Clerk.

The Assessment Roll lists all parcels within the boundaries of the District as shown on the Assessment Diagram, Part D herein, and on the last equalized roll of the Assessor of the County of Los Angeles, which is by reference made part of this report along with the proposed assessment amount for each benefiting parcel.

A list of names and addresses of the owners of all parcels within this District is shown on the last equalized Property Tax Roll of the Assessor of the County of Los Angeles, which by reference is hereby made a part of this report. This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll on file in the office of the City Clerk of the City of South Pasadena.



ATTACHMENT 3
LLMD Proceedings Schedule

City of South Pasadena

Street Lighting and Landscaping Maintenance District

FY 2021/22 Assessment Levy Schedule as of March 12, 2021

BY MARCH 31

Harris to review City Council Meeting #1 Staff Report and Resolution and provide comments for council agenda

APRIL 1

City staff to begin developing annual budget and Harris to begin updating parcel database and preparing engineer's report

APRIL 16

City staff to provide Harris with annual budget information

APRIL 21, 7:30 pm

City Council Meeting #1 (Resolution of Initiation)
City Council Chambers, 1424 Mission Street

BY APRIL 28

Harris to review City Council Meeting #2 Staff Report and Resolution and provide comments for council agenda, Harris to provide engineer's report for council agenda

MAY 19, 7:30 pm

City Council Meeting #2 (Resolution of Intention)
City Council Chambers, 1424 Mission Street

BY MAY 26

Harris to review City Council Meeting #3 Staff Report and Resolution and provide comments for council agenda,

JUNE 4

Last Day for City to Publish Notice of Public Hearing

JUNE 16, 7:30 pm

City Council Meeting #3 (Public Hearing)
City Council Chambers, 1424 Mission Street

MONTH OF JULY

Harris updates District database parcel changes and prepares levy files. Harris works with City Staff to gather required levy submittal documentation.

AUGUST 9

Harris submit levy to County Auditor-Controller for collection. Harris then researches levy rejects, if any, and provides resubmittal information to the County. Upon acceptance of final levy by County, Harris provides levy confirmation to City .

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				





City Council Agenda Report

ITEM NO. 12

DATE: May 19, 2021

FROM: Shahid Abbas, Public Works Director
Garrett Crawford, Acting Deputy Public Works Director

SUBJECT: **First Reading and Introduction of an Ordinance to Amendment of Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council introduce for first reading, read by title only, and waive further reading of an ordinance entitled “An Ordinance of the City Council of the City of South Pasadena, California, amending Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code.”

Commission Review and Recommendation

This matter was reviewed by the Natural Resources and Environmental Commission (NREC) at several of its 2020 meetings. The Commission recommended that the City Council adopt the proposed revisions to Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code (SPMC).

Community Outreach

This matter was reviewed at several public NREC meetings in 2020 and 2021.

Discussion/Analysis

Per the 2019 adopted Green Action Plan, the Natural Resources and Environmental Commission reviewed and provided a recommendation for the amendments to Chapter 34 (Trees and Shrubs) of the SPMC. These amendments aim to strengthen the Code to reflect the City’s goal of protecting and maintaining a healthy tree canopy. The Commission recommended the following changes:

1. Update definitions for “protected shrubs” and “shrubs.”
2. Provide leniency in permit fees for residents experiencing financial hardships.

Based on NREC recommendations, City staff has updated the Tree Code (Attachment 1)

Background

The City has been designated a Tree City USA for more than 20 years. One of the requirements of achieving that status is that the City must have a Tree Care Ordinance. Adopted on February 20, 1991, Ordinance No. 1991 enacted SPMC Chapter 34 (Sections 34.1 through 34.10), referred to as the Tree Ordinance. The Tree Ordinance aims to protect all trees within the City. The Tree Ordinance has been modified several times, most recently on February 6, 2019, under Ordinance No. 2328.

Amendment of Chapter 34 (Trees and Shrubs) of the SPMC

May 19, 2021

Page 2 of 2

NREC reviewed this matter at several of its 2020 and 2021 meetings. At the February 23, 2021 meeting, the NREC made modifications and edits, which have been incorporated into the proposed Chapter 34 (Trees and Shrubs) amendments. The Commission recommended that the City Council adopt the proposed revisions to Chapter 34 (Trees and Shrubs) of SPMC.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The proposed SPMC amendments to Chapter 34 are expected to have little fiscal impact. The leniency in permit fees for residents experiencing financial hardships is expected to have little fiscal impact.

Public Notification of Agenda Item

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

Attachment 1: City of South Pasadena Municipal Code, Chapter 34 (Trees and Shrub)

ATTACHMENT 1

City of South Pasadena Municipal Code, Chapter 34 (Trees and Shrubs)

**CITY OF SOUTH PASADENA
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING SECTIONS 34.1 (“DEFINITIONS”), 34.5 (“TREE TRIMMING PERMIT APPLICATIONS”), 34.6 (“PROCEDURE FOR CONSIDERATION OF TREE TRIMMING”), 34.10 (“PROCEDURE FOR CONSIDERATION OF TREE REMOVAL APPLICATIONS”), 34.11 (“CRITERIA FOR APPROVING TREE REMOVAL PERMIT APPLICATIONS”), OF CHAPTER 34 (“TREES AND SHRUBS”) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

The people of the City of South Pasadena do hereby ordain as follows:

SECTION 1. Section 34.1(“Definitions”) of Chapter 34 (“Trees and Shrubs”) of the South Pasadena Municipal Code is amended to read as follows:

“34.1 Definitions.

As used in this chapter:

- (a) "Caliper" means the diameter of the trunk of a tree measured at four feet above natural grade. In the case of multi-trunked trees, "caliper" is the sum of each trunk measured at four feet above the grade.
- (b) "Certified arborist" means a professional in tree care industry who has received their arborist certification through the International Society of Arboriculture.
- (c) "City arborist" means a certified arborist designated by the director.
- (d) "Commission" means the natural resources and environmental commission (NREC).
- (e) "Damage" means any action taken which causes injury, disfigurement, or death of a tree.
- (f) "Deadwood" means limbs, branches or a portion of a tree void of green leaves during a season of the year when green leaves should be present.
- (g) "Development" shall be defined per the city zoning code, SPMC [36.700.020](#).
- (h) "Director" means public works director.
- (i) "Drip line" means a series of points formed by the vertical dripping of water from the outermost branches and leaves of a tree.
- (j) "Financial Hardship" means for residents who are currently in the Rubbish and Water Low-Income Program.
- (k) "Front yard" means that portion of private property as designated in the city zoning code.

- (l) "Heritage tree" means a tree of historical value because it is a South Pasadena historical landmark. A heritage tree may be located on private or public property.
- (m) "Intentional violation" means a violation of this chapter (Trees and Shrubs) that is committed by any person or entity who has actual or presumed knowledge of, or who has previously violated, its provisions. A commercial certified arborist/tree trimmer, a real estate developer, a general contractor, or anyone who has previously filed an application for a tree trimming or tree removal permit in the city shall be presumed to know the provisions of this chapter.
- (n) "ISA" means the International Society of Arboriculture.
- (o) "Mature tree" means any variety of tree that has a caliper of at least four inches or more.
- (p) "Native species tree" means any species of tree native to Southern California as defined by ordinance or resolution adopted by the city council.
- (q) "Oak tree" means species of tree of the genus Quercus.
- (r) "Planning review authority" means the individual or official city body (director of planning and building, design review board, cultural heritage commission, planning commission or city council) identified by the city zoning code as having responsibility and authority to review and approve or disapprove the development permit applications described in Article 6 of the city zoning code (Zoning Code Administration).
- (s) "Protected shrub" means a woody plant that is over 16 feet in height, which has one or more trunk(s) equal to or greater than a four-inch diameter and is "tree like."
- (t) "Protected tree" means a heritage tree, mature oak tree, mature native species tree, significant tree, or protected shrub.
- (u) "Protection" means the safeguarding of trees through proper treatment.
- (v) "Real estate developer" means a person or entity that is engaged in the business of constructing or rehabilitating commercial or residential structures within the city for sale or lease to third parties.
- (w) "Removal" means uprooting, cutting or severing of the main trunk of a tree.
- (x) "Shrub" means a woody plant that is less than 16 feet in height and may be multi-stemmed.
- (y) "Significant tree" means any variety of tree that has a caliper of one foot or more.
- (z) "Standard of care" means compliance with ANSI standards for tree care, irrigation, and maintenance, including trimming of foliage for tree or shrub.
- (aa) "Tree" means a woody perennial usually having one dominant trunk and a mature height greater than 16 feet.

(bb) "Trimming" means cutting into the live wood of a tree or shrub to remove limbs and/or branches.

(cc) "ANSI" means American National Standards Institute."

SECTION 2. Sections 34.5("Tree trimming permit applications") and 34.6 ("Procedure for consideration of tree trimming") of Chapter 34 ("Trees and Shrubs") of the South Pasadena Municipal Code are amended to read as follows:

"34.5 Tree trimming permit applications.

(a) A tree trimming permit shall be required if:

- (1) More than 10 percent of the live foliage or limbs of a mature oak tree or mature native species tree will be removed within a 12-month period; or
- (2) More than 20 percent of the live foliage or limbs of any heritage tree will be removed within a 12-month period.
- (3) All other trees do not require permits, but shall be pruned per ISA standards.

(b) Any person applying for a tree trimming permit shall file with the director an application in writing on a form furnished by the director. The application shall contain the following information:

- (1) The name and residence or business address of the applicant;
- (2) The location and description of the property on which the trees are located;
- (3) A description of the proposed work including the reason for tree trimming. Photographs may be provided as exhibits, if desired;
- (4) The name and state contractor's license number of the person who will perform the work. Permits shall only be issued to persons possessing a C-27 or C-61 (D-49) state contracting license;
- (5) Additional information as the director may require.

(c) The application shall be accompanied by a nonrefundable fee in an amount established by resolution of the city council. (Ord. No. 2328, § 1 (part), 2019.)

(d) Where a financial hardship is determined, the City at its discretion may give an applicant a discount of 40% on:

- (1) Permit/application fees
- (2) Inspection fees

34.6 Procedure for consideration of tree trimming.

(a) For tree trimming permit applications associated with development:

(1) Upon receipt of the completed application, the director shall cause notice to be sent by first-class mail to property owners and tenants of property located within a 100-foot radius of the property to be developed. Such property owners shall be given 15 calendar days from the date of mailing within which to comment on the application. All comments shall be made in writing and submitted to the director. The notification process may be waived if noticing associated with the development is being sent as required by the planning review authority and such notice specifically identifies the proposed trimming of trees.

(2) The director, after considering the application pursuant to the criteria set forth in SPMC [34.7](#), and any comments received from interested residents, shall provide the planning review authority with recommendations and conditions of approval associated with the proposed tree trimming application. The director's recommendations and conditions of approval shall be considered advisory to the planning review authority's decision associated with the development.

(3) When tree trimming permits associated with development are referred to the commission, the commission shall provide the planning review authority with recommendations and conditions of approval associated with the proposed tree trimming application. The commission's recommendations and conditions of approval shall be advisory to the planning review authority decision associated with the development.

(4) Tree trimming associated with development shall only be conditionally approved subject to the applicant receiving their development building permit and paying all fees associated with the tree trimming as established by resolution of the city council. Upon the planning review authority's approval of the development application and applicable conditions of approval, and payment of all required fees, the applicant shall be issued a tree trimming permit.

(b) For tree trimming permit applications NOT associated with development:

(1) Upon receipt of the completed application, the director shall cause notice to be sent by first-class mail to property owners and tenants of property located within a 100-foot radius of the subject property. Such property owners shall be given 15 calendar days from the date of mailing within which to comment on the application. All comments shall be made in writing and submitted to the director.

(2) Upon expiration of the 15-day period, the application shall be reviewed by the director, who shall, after considering the application pursuant to the criteria set forth in SPMC [34.7](#), and any comments received from interested residents, approve, conditionally approve, or deny the application. The decision of the director shall be made in writing and provided to the applicant and to any interested persons who commented on the application.

(3) The decision of the director shall take effect 15 calendar days after the date of mailing of the decision to the applicant and any interested persons to allow for the filing of any

appeals. Unless the director's decision is appealed to the commission, upon payment of all fees associated with the tree trimming as established by resolution of the city council, the applicant shall be issued a tree trimming permit.

(c) The director may refer any application for a tree trimming permit to the commission for any of the following reasons:

- (1) The city receives reasonable objections during the notification period; or
- (2) An appeal of the director's decision has been filed in accordance with this chapter; or
- (3) At the discretion of the director.

Should the application be referred to the commission, the commission shall make its recommendation (if the permit application is associated with development) or decision (if the permit application is not associated with development) during a noticed public meeting. A decision of the commission shall not take effect until 15 calendar days after the date of the public meeting have elapsed to allow for the filing of an appeal.”

SECTION 3. Sections 34.10 (“Procedure for consideration of tree removal applications”) and 34.11 (“Criteria for approving tree removal permit applications”) of Chapter 34 (“Trees and Shrubs”) of the South Pasadena Municipal Code are amended to read as follows:

“34.10 Procedure for consideration of tree removal applications.

(a) For tree removal permit applications associated with development:

- (1) The applicant shall be responsible for all fees associated with the tree removal application review and processing in accordance with the fees established by resolution of the city council.
- (2) Upon receipt of the completed application, the director shall cause notice to be sent by first-class mail to property owners and tenants of property located within a 100-foot radius of the subject property. Such property owners shall be given 15 calendar days from the date of mailing within which to comment on the application. All comments shall be made in writing and submitted to the director. The notification process may be waived if noticing associated with the development is being sent as required by the planning review authority and such notice specifically identifies the proposed removal of trees.
- (3) The director, after considering the application pursuant to the criteria set forth in SPMC [34.11](#) and any comments received from interested residents, shall provide the planning review authority with recommendations and conditions of approval associated with the proposed tree removal application. The director's recommendations and conditions of approval shall be considered advisory to the planning review authority's decision associated with the development.
- (4) When tree removal permits associated with development are referred to the commission, the commission shall provide the planning review authority with

recommendations and conditions of approval associated with the proposed tree removal application. The commission's recommendations and conditions of approval shall be advisory to the planning review authority decision associated with the development.

(5) Tree removals associated with development shall only be conditionally approved subject to the applicant receiving their development building permit, paying all fees associated with the tree removal as established by resolution of the city council, and paying a deposit for the required replacement trees, in an amount sufficient to cover the cost of all required replacement trees, as determined by the city's arborist. Upon the planning review authority's approval of the development application and satisfaction of all conditions of approval, and payment of all required fees, the applicant shall be issued a tree removal permit. Upon the applicant's proof to city's satisfaction that the applicant has complied with the approved tree replacement plan, the city shall reimburse applicant's replacement tree deposit. Should applicant fail to plant any replacement tree in accordance with the approved replacement tree plan, the city shall retain the amount of the replacement tree deposit necessary to cover the cost to plant any required replacement trees in alternative locations within the city (public right-of-way, park, etc.), as permitted by this chapter.

(b) For tree removal permit applications NOT associated with development:

(1) Upon receipt of the completed application, the director shall cause notice to be sent by first-class mail to property owners and tenants of property located within a 100-foot radius of the subject property. Such property owners shall be given 15 calendar days from the date of mailing within which to comment on the application. All comments shall be made in writing and submitted to the director.

(2) Upon expiration of the 15-day period, the application shall be reviewed by the director, who shall, after considering the application pursuant to the criteria set forth in SPMC [34.11](#), and any comments received from interested residents, approve, conditionally approve, or deny the application. The decision of the director shall be made in writing and provided to the applicant and to any interested persons who commented on the application.

(3) The decision of the director shall take effect 15 calendar days after the date of mailing of the decision to the applicant and any interested persons to allow for the filing of any appeals. The applicant shall be issued a tree removal permit following its payment of all fees associated with the tree removal as established by resolution of the city council and payment of a deposit sufficient to cover the cost of all required replacement trees as determined by the city's arborist, unless the director's decision is appealed to the commission. Upon the applicant's proof to the city's satisfaction that the applicant has complied with the approved tree replacement plan, the city shall reimburse applicant's replacement tree deposit. Should the applicant fail to plant any replacement tree in accordance with the approved replacement tree plan, the city shall retain the amount of the replacement tree deposit necessary to cover the cost to plant any required replacement trees in alternative locations within the city (public right-of-way, park, etc.), as permitted by this chapter.

(c) The director may refer any tree removal permit to the commission for decision for any of the following reasons:

- (1) The applicant is proposing to remove three or more healthy nonnative significant trees; or
- (2) The applicant is proposing to remove any healthy significant oak trees or significant native species trees; or
- (3) The applicant is proposing to remove any heritage tree; or
- (4) The city receives reasonable objections during the notification period; or
- (5) An appeal of the director's decision has been filed in accordance with this chapter; or
- (6) At the discretion of the director.

Should the application be referred to the commission, the commission shall make its recommendation (if the application is associated with development) or decision (if the application is not associated with development) during a noticed public meeting. A decision of the commission shall take effect 15 calendar days after the date of public meeting to allow for the filing of any appeals.

34.11 Criteria for approving tree removal permit applications.

(a) Subject to the imposition of conditions pursuant to subsection (b) of this section, a tree removal permit may be issued in any one of the following instances:

- (1) Where the tree poses a reasonable risk of injury or harm to persons or property or is substantially interfering with the structural integrity or the use of an existing structure (including, but not limited to, a fence or wall), swimming pool, or building and there is no feasible and reasonable alternative to mitigate the interference.
- (2) Where, upon taking into account the size, shape, topography and existing trees upon the lot, the denial of the permit would create an unreasonable hardship on the property owner. Redesign of any proposed development as an alternative to removal of an existing protected tree does not create an unreasonable hardship.
- (3) Where a financial hardship is determined, the City at its discretion, may give an applicant a discount of 40% on:
 - i. Permit/application fees
 - ii. Inspection fees
 - iii. Tree replacement fees
- (4) Where a written determination has been made by a certified arborist, after a visual inspection or scientific evaluation, that the tree is so diseased or damaged that it is no

longer viable or is a threat to persons or property, including to other trees. The director or commission may waive the requirement for a certified arborist's written statement when the tree can reasonably be determined to be dead by a layperson's visual inspection or when, after conducting an inspection of the tree, the director determines that the tree poses an obvious and imminent threat to life or property.

(5) For the removal of a significant or mature tree, where the proposed replacement tree(s) are of greater value or provide greater benefits than the tree proposed for removal.

(b) A tree removal permit may be conditioned upon the replacement or transplanting of the tree either on or off site. Such replacement or transplanting shall be subject to the following provisions:

(1) Designation by the director or the commission of the number, size, species, and location of replacement tree(s) proposed for removal, the significance of the tree(s) on the lot as viewed from a public right-of-way, the size of the lot, and the number of existing trees on the lot.

(2) Because of its size and/or significance, a single tree proposed to be removed may be required to be replaced with multiple trees. If the subject property cannot accommodate multiple trees, alternative locations within the city (public right-of-way, park, etc.) may be designated.

(3) If a replacement tree is required, the property owner must agree to accept the conditions of replacement by his or her signature on the permit application and make the replacement tree deposit (per SPMC [34.10\(a\)\(5\)](#) or (b)(3)) before issuance of the permit.

(4) When the work designated in the permit is completed, the applicant shall contact the public works department for an inspection of the work. Any tree removal will require complete removal and grinding of the stump and backfilling of the hole.

(5) Should a designated replacement or transplanted tree not survive for a period of two years, the applicant shall be required to replace it with another tree or pay to the city the full cost of replacing the tree at a location to be determined by the city.

(6) Where the permit allows or requires the replacement or transplanting of tree(s), the director or commission may, in their discretion, as an alternative to subsection (b)(5) of this section, require the applicant to post a bond or surety for a five-year period against the survival of the tree(s). The amount of the bond or surety shall be in accordance with the "Guide for Plant Appraisal" (ISA publication, most recent edition).

(7) Unless otherwise stated in the conditions of approval, the tree removal permit shall be valid for a period of one year with the planting of any new trees on the applicant's property to occur during the next planting season as determined by ANSI standards and local climate conditions.

SECTION 4. CEQA. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this regulatory amendment clarifying the existing procedure for obtaining tree trimming and removal permits and providing for reduced fees to accommodate an applicant who is financially burdened may have a significant effect on the environment.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect thirty days after its passage and adoption pursuant to California Government Code Section 36937.

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

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on _____, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Mahmud, Mayor

Attest:

Lucie Colombo, CMC, CPMC
City Clerk

**CITY OF SOUTH PASADENA
OFFICE OF THE CITY CLERK**

CERTIFICATION OF ORDINANCE

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) SS

CITY OF SOUTH PASADENA)

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. xxxx, was duly and regularly introduced and placed upon its first reading at a Regular meeting of the City Council on xxxx, and that thereafter, said Ordinance was duly adopted and passed at a Regular meeting of the City Council on this xxx day of xxxx 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk



City Council Agenda Report

ITEM NO. 13

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager
Marina Khrustaleva, Interim Associate Planner

SUBJECT: Project No. 2384-LHD - **Approval of a City Historic Landmark Designation for property located at 1016 Orange Grove Avenue** (Assessor's Parcel Number 5315-019-037)

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the property known as the "Orange Grove Schoolhouse" at 1016 Orange Grove Avenue qualifies under criterion (1) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and
2. Designate the property known as the "Orange Grove Schoolhouse" at 1016 Orange Grove Avenue as a Historic Landmark (Historic Landmark No. 57) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

Executive Summary

On November 23, 2020, the City received a request from the property owners' representative, Debi Howell-Ardila, to designate the home located at 1016 Orange Grove Avenue, known as the "Orange Grove Schoolhouse," as a City Historic Landmark No. 57. On February 18, 2021, the Cultural Heritage Commission created a subcommittee, composed of Chair Rebecca Thompson and Vice-Chair Mark Gallatin, as required by South Pasadena Municipal Code Section 2.63(c)(2). The Landmark Subcommittee determined that the property merited consideration by the Commission. On April 15, 2021, the Cultural Heritage Commission voted 4-0 recommending City Council designate 1016 Orange Grove Avenue as a Historic Landmark.

Project Description

The property owner's representative submitted a request for the property known as the "Orange Grove Schoolhouse" at 1016 Orange Grove Avenue to be designated as a City Historic Landmark. It represents the early years of South Pasadena's development; it belongs to a very limited stock of surviving civic properties from the 1880s; it is a fine example of the transitional Late Victorian/Craftsman architectural style. Overall, the Orange Grove Schoolhouse is significant by its character, interest and value as a part of the heritage of the community.

Commission Review and Recommendation

On April 15, 2021, the Cultural Heritage Commission (CHC) reviewed the proposed designation and determined that the proposed property qualifies under criterion (1) of the South Pasadena Municipal Code (SPMC) Section 2.63(b) for designation of a City Historic Landmark as listed below. Only one criterion of significance, along with documentation of support by property owners of the proposed Historic Landmark, is required for recommending designation to the City Council.

- (1) Its character, interest or value as a part of the heritage of the community;*
- (2) Its location as a site of a significant historic event;*
- (3) Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;*
- (4) Its exemplification of a particular architectural style of an era of history of the city;*
- (5) Its exemplification of the best remaining architectural type in a neighborhood;*
- (6) Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;*
- (7) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;*
- (8) It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;*
- (9) Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;*
- (10) Its potential for yielding information of archaeological interest; or*
- (11) In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.*

The Cultural Heritage Commission report states that the proposed property qualifies for designation as Historic Landmark under criterion (1) (see **Attachment 2**). As described in the Cultural Heritage Commission report, schoolhouse was originally constructed in 1885 and was designed by architects Clinton B. Ripley and Harry Ridgeway. It represents the transitional Late Victorian/Craftsman style that both were common in South Pasadena at the time it was constructed. The building was originally located on El Centro and Fairview Avenue, and was moved to El Centro Street and Pasadena Avenue (to the site of present-day Arroyo Vista Elementary School, then known as Lincoln Park School) in 1888. The Schoolhouse is a direct representation of the City's growing need for public facilities in the 1880s as the city expanded, it was simultaneously used for town meetings, church services and social gatherings. The building was used by the Boy's and Girl's Aid Society since 1908, when it was relocated to its current location, until 1918, when it was converted into residential use. As stated in the report, the Orange Grove

Schoolhouse is a representation of the very few surviving civic properties from the 1880s period in South Pasadena.

Findings for Historic Landmark Designation

In accordance with South Pasadena Municipal Code Chapter 2 Section 2.63 (a)(2)(c), the Cultural Heritage Commission recommended that the subject property be designated for a City Historic Landmark based upon the following criteria:

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and*

The designation of 1016 Orange Grove Avenue as the Historic Landmark is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City’s heritage and character. As the Cultural Heritage Commission report states, the Orange Grove Schoolhouse represents one of the very few remaining city’s civic buildings from the founding years. Over years, it had multiple uses and location such as its intended use as a school, an orphanage, a duplex, and a single family residence. Thus, the designation of the proposed Historic Landmark will help promote the City’s sense of place as it will preserve, maintain, and safeguard the City’s heritage and character, will reflect the phases of the City’s history, and will foster pride in the ownership of the City’s historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and*

The proposed Historic Landmark qualifies for designation under Criterion (1), “*Its character, interest or value as a part of the heritage of the community.*” When the Orange Grove Schoolhouse was constructed in 1885, South Pasadena’s School district was less than 10 years old. When the City of South Pasadena incorporated in 1888, the population was approximately 500. Two years later, the population had doubled in size. As stated in the Cultural Heritage Commission report, the Schoolhouse provided multiple uses for the city as it continued to grow. It served early settlers and families as a school as well as a gathering place for community events and meetings.

The lot currently occupied by the Orange Grove Schoolhouse originally formed part of the holdings of the San Gabriel Orange Growers Association. In 1906, the land was subdivided and platted as the McCament Tract, with narrow, residential-sized lots. Shortly after, four of these lots were joined for use by the South Pasadena School District, allowing the final relocation of the Schoolhouse for the use of the Boy’s and Girl’s Aid Society. Although the city continued to expand, the Orange Grove Schoolhouse remained one of South Pasadena’s very few institutional properties.

- (C) *That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.*

The proposed Historic Landmark possesses historic integrity of location, design, setting, materials, workmanship, and feeling. The Orange Grove Schoolhouse style elements represent transition from the Late Victorian to Craftsman style and can be clearly identified in the building. The building has a high-pitched hipped roof with clipped gable ends and shallow boxed eaves. The walls are clad

with horizontal wood shiplap siding with wood corner-boards and coursed wood shingles in gable apexes. A partial length porch elevated on a wood staircase, with a shallow hipped roof with a clipped gable, simple wood posts, and low wood railing, adorns the front elevation. Single and paired wood windows with attenuated window frames are seen throughout all elevations. Underneath the windows and the porch, the façade is sheathed with vertical wood plank siding and diamond patterned wood screens. As decades passed, different uses required very minor alterations such as the removal of the school bell and Late Victorian-style roof tower, reconfiguration of primary entrance, and changes to some windows and doors. However, the extant building retains historic integrity and a majority of its character-defining features. Thus, the home is an excellent representative of the Late Victorian and Craftsman architectural style that clearly reflects the original use and design.

Detailed analysis of the historic significance of the proposed Historic Landmark is provided in the CHC staff report dated April 15, 2021, included as **Attachment 2**.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), the proposed designation of a historic district is exempt from CEQA under the “common sense exemption,” Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a Historic Landmark could have a significant effect on the environment, and therefore, is not subject to CEQA.

Legal Review

The City Attorney has reviewed this staff report.

Fiscal Impact

The designation of a Historic Landmark allows the property to qualify for a Mills Act contract. A Mills Act contract allows a tax reduction (between approximately 40% and 60%) for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. Although the City will see a reduction in property tax revenue (26% per Mills Act contracted property), the benefits of the program include economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community’s past.

Public Notification of Agenda Item

The public was made aware that this item by virtue of a public notice published in the *South Pasadena Review* on May 7, 2021, its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website, and individual property mailings to those within a 300-foot radius of the proposed Historic Landmark.

Attachments:

1. City Council Resolution & DRP Form
2. Staff Report and Attachments from April 15, 2021 CHC meeting
3. Updated Historic Resource Report

ATTACHMENT 1
CC Resolution

**CITY OF SOUTH PASADENA
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SOUTH PASADENA, CALIFORNIA, DESIGNATING
807 BANK STREET, KNOWN AS THE MARY E.
SOWARDS HOUSE, AS A HISTORIC LANDMARK
(LANDMARK NO. 57)**

WHEREAS, Section 2.62 of the South Pasadena Municipal Code, Ordinance No. 2315 (“Cultural Heritage Ordinance”) authorizes the Cultural Heritage Commission (“the Commission”) to recommend to the City Council the designation of appropriate properties as landmarks; and

WHEREAS, on November 23, 2020, the Planning Division received a Landmark nomination report and request from the property owner’s representative, Debi Howell-Ardila or the house located at 1016 Orange Grove Avenue, known as “Orange Grove Schoolhouse” (Assessor’s Parcel Number 5315-019-037); and

WHEREAS, on February 18, 2021, at the regularly scheduled Commission meeting, the Commission reviewed the request of Landmark designation and appointed the Landmark Subcommittee (“Subcommittee”) of two Commission members; and

WHEREAS, on February 25, 2021, the Subcommittee conducted a virtual site meeting with the homeowners to tour the property; and

WHEREAS, on March 31, 2021, the Subcommittee formalized their findings and notified staff of their request to carry the Landmark nomination to the full Commission for the Commission’s formal vote on the recommendation to City Council for designation; and

WHEREAS, on April 15, 2021, the Commission formalized their recommendation to the City Council for designation of the Orange Grove Schoolhouse as a Historic Landmark by a vote of 4-0-1, one member absent; and

WHEREAS, on May 19, 2021, the City Council of South Pasadena held duly noticed regularly scheduled meeting to provide a public hearing and received public testimony on the proposed Landmark Designation of the Orange Grove Schoolhouse located at 1016 Orange Grove Avenue.

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

SECTION 1. ENVIRONMENTAL REVIEW FINDINGS

The City Council has determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under the “common sense exemption,” Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic landmark could have a significant effect on the environment, and therefore, is not subject to CEQA.

SECTION 2. DESIGNATION OF HISTORIC LANDMARK FINDINGS

Based on the evidence presented at the public hearing, on the evidence contained in the City Council staff report, the Cultural Heritage Commission staff report and associated attachments, and other records of proceedings, the City Council considered the applicable designation criteria contained in the Cultural Heritage Ordinance and makes the following findings, pursuant to SPMC Section 2.63(a)(2) for designation of the Orange Grove Schoolhouse located at 1016 Orange Grove Avenue:

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and*

The designation of 1016 Orange Grove Avenue as the Historic Landmark is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City’s heritage and character. As the Cultural Heritage Commission report states, the Orange Grove Schoolhouse represents one of the very few remaining city’s civic buildings from the founding years. Over years, it had multiple uses and location such as its intended use as a school, an orphanage, a duplex, and a single family residence. Thus, the designation of the proposed Historic Landmark will help promote the City’s sense of place as it will preserve, maintain, and safeguard the City’s heritage and character, will reflect the phases of the City’s history, and will foster pride in the ownership of the City’s historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and*

The proposed Historic Landmark qualifies for designation under Criterion (1), “*Its character, interest or value as a part of the heritage of the community.*” When the Orange Grove Schoolhouse was constructed in 1885, South Pasadena’s School district was less than 10 years old. When the City of South Pasadena incorporated in 1888, the population was approximately 500. Two years later, the population had doubled in size. As stated in the Cultural Heritage Commission report, the Schoolhouse provided multiple uses for the city as it continued to grow. It served early settlers and families as a school as well as a gathering place for community events and meetings.

The lot currently occupied by the Orange Grove Schoolhouse originally formed part of the holdings of the San Gabriel Orange Growers Association. In 1906, the land was subdivided and platted as the McCament Tract, with narrow, residential-sized lots. Shortly after, four of these lots were joined for use by the South Pasadena School District, allowing the final relocation of

the Schoolhouse for the use of the Boy's and Girl's Aid Society. Although the city continued to expand, the Orange Grove Schoolhouse remained one of South Pasadena's very few institutional properties.

(C) ***That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.***

The proposed Historic Landmark possesses historic integrity of location, design, setting, materials, workmanship, and feeling. The Orange Grove Schoolhouse style elements represent transition from the Late Victorian to Craftsman style and can be clearly identified in the building. The building has a high-pitched hipped roof with clipped gable ends and shallow boxed eaves. The walls are clad with horizontal wood shiplap siding with wood corner-boards and coursed wood shingles in gable apexes. A partial length porch elevated on a wood staircase, with a shallow hipped roof with a clipped gable, simple wood posts, and low wood railing, adorns the front elevation. Single and paired wood windows with attenuated window frames are seen throughout all elevations. Underneath the windows and the porch, the façade is sheathed with vertical wood plank siding and diamond patterned wood screens. As decades passed, different uses required very minor alterations such as the removal of the school bell and Late Victorian-style roof tower, reconfiguration of primary entrance, and changes to some windows and doors. However, the extant building retains historic integrity and a majority of its character-defining features. Thus, the home is an excellent representative of the Late Victorian and Craftsman architectural style that clearly reflects the original use and design.

SECTION 3. ADDITIONAL FINDINGS FOR HISTORIC LANDMARK

In addition to the findings in Section 2 above, the City Council also makes the findings as required for designation of historic landmark pursuant to SPMC Section 2.63(a), based upon the recommendation of the Cultural Heritage Commission, that the proposed Historic Landmark qualifies for designation under criterion (1) of SPMC Section 2.63(b):

1. Its character, interest or value as a part of the heritage of the community;

The Orange Grove Schoolhouse was originally constructed in 1885 and was designed by architects Clinton B. Ripley and Harry Ridgeway. It represents the transitional Late Victorian/Craftsman style that both were common in South Pasadena at the time it was constructed. The building was originally located on El Centro and Fairview Avenue, and was moved to El Centro Street and Pasadena Avenue (to the site of present-day Arroyo Vista Elementary School, then known as Lincoln Park School) in 1888. The Schoolhouse is a direct representation of the City's growing need for public facilities in the 1880s as the city expanded, it was simultaneously used for town meetings, church services and social gatherings. The building was used by the Boy's and Girl's Aid Society since 1908, when it was relocated to its current location, until 1918, when it was converted into residential use. As stated in the report, the Orange Grove Schoolhouse is a representation of the very few surviving civic properties from the 1880s period in South Pasadena.

SECTION 4. RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council’s decision is based, which include, but are not limited to, the staff reports, as well as all materials that support the staff reports for the proposed designation, are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 5. DETERMINATION

Based on the evidence presented in the staff report, testimony received during the public hearing, minutes, other records of proceeding, and its findings herein, the City Council hereby approves the designation of 1016 Orange Grove Avenue, known as the Orange Grove Schoolhouse, as official Historic Landmark Number 57.

SECTION 6. CERTIFICATION OF THE RESOLUTION

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

SECTION 7. FILING WITH THE COUNTY CLERK

The City Council directs the City Clerk to file the appropriate designation with the office of the Los Angeles Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED ON this 19th day of May 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk
(seal)

Teresa L. Highsmith, City Attorney

**CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION**

**CERTIFICATION
OF
RESOLUTION**

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

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 19th day of May 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk

Exhibit “A”

State Department of Parks and Recreation Form

1016 Orange Grove Ave

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Los Angeles County*

*b. USGS 7.5' Quad

Date:

*c. Address *1016 Orange Grove Avenue*

City *South Pasadena*

Zip *91030*

*e. Other Locational Data: Assessor's Parcel Number *5315-019-037* Block: Lot:

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)

Constructed in circa 1885, the Orange Grove Schoolhouse is a transitional Late Victorian/Craftsman style property originally used as one of South Pasadena's earliest public schoolhouses. This early institutional use is clearly reflected in the scale, setback, and character of the property. Roughly square in plan, the Orange Grove Schoolhouse is 1 1/2 stories in height and elevated on a concrete foundation. The building is capped with a prominent, relatively high-pitched, hipped roof with ridge line. Below the boxed roof eaves is a continuous band of thin, vertical wood planks. The exterior displays wood shiplap siding with simple wood corner-posts.

In terms of the property's Late Victorian-style elements, the mass and scale of the property, its high-pitched roof form, the roofline treatment (e.g., the use of shallow, boxed eaves instead of wide, sheltering eaves with extended rafter tails), along with attenuated window-frames and shapes, point to its late nineteenth-century date of construction. (In contrast, the Craftsman style emphasized the horizontal axis through low pitched roof, wide eaves with rafter tails, and more prominent window framing and treatment. The incorporation of wood horizontal siding and simple wood porch supports and features, reflect the Craftsman era of design.) (See Continuation Sheet, p. 3)

*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

*P4. Resources Present: Building Structure Object Site District Element of District Other

P5a. Photo



*P5b. Photo: (view and date)
*Southwest elevation
February 2021*

*P6. Date Constructed/Age and Sources: historic
1885 ca; California State Historic Resources Inventory

*P7. Owner and Address:
*Michael Klaus
1016 Orange Grove Avenue
South Pasadena, CA 91030*

*P8. Recorded by:
Debi Howell-Ardila, MHP

*P9. Date Recorded:
April 3, 2021

*P10. Survey Type:
Intensive-level/landmark nomination

*P11. Report Citation: (Cite survey report and other sources, or enter "none"): *South Pasadena Cultural Heritage Commission, Landmark/Historic District Nomination Form, 1016 Orange Grove Avenue, South Pasadena, prepared by Debi Howell-Ardila, MHP, South Pasadena*

*Attachments: None Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (list)

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: *Orange Grove Schoolhouse*

- B1. Historic Name: *Orange Grove Schoolhouse*
- B2. Common Name: *1016 Orange Grove Avenue*
- B3. Original Use: *Public schoolhouse*
- B4. Present Use: *Single-family Residence*

*B5. **Architectural Style:** *Transitional Late Victorian-Craftsman style*

*B6. **Construction History:** (Construction date, alterations, and date of alterations): *Constructed circa 1885*
Due to its early date of construction, a limited number of building permits are available for this property. According to available secondary sources and visual observation, the property was constructed in circa 1885. The building was originally located on El Centro (originally Center) Street and Fairview (originally Oak Hill) Avenue and relocated on two occasions: first, in circa 1888, to the site of present-day Arroyo Vista Elementary School (then known as Lincoln Park School), then to its present location in 1908. While the property does not occupy its original location, the character, setting, and feeling of its present setting are compatible with and similar to the original location on El Centro Street. Alterations include: interior remodel (including lowering ceilings from 12 to 10 feet) (date unknown); conversion of schoolhouse to use as a duplex and single-family residence (circa 1918); reconfiguration of primary entrance (prior to conversion of the schoolhouse to residential use, the entrance stairs were roughly centered on the façade rather than located on the north side; date unknown); removal of a Late Victorian-style roof tower and some ornamentation on the gables (date unknown); changes to window/door openings on front and rear elevation (date unknown); installation of aluminum-frame windows and a secondary entrance on rear elevation (date unknown)

*B7. **Moved?** No Yes Unknown **Date:** _____ **Original Location:** *El Centro (Center) and Fairview (Oak Hill)*

*B8. **Related Features:** None

B9a. Architect/Builder: *Ripley & Ridgeway*

b. Builder: *Ripley & Ridgeway*

*B10. **Significance: Context/Theme:** *"Town Settlement & Late 19th Century Development"*

Area: *Institutional Dev.*

Period of Significance: *1885-1918*

Property Type: *Single-family Residence*

Applicable Criteria: *Landmark Criterion 1*

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The Orange Grove Schoolhouse is eligible for local Criterion 1 of the South Pasadena Cultural Heritage Ordinance. As a rare, surviving example of one of South Pasadena's first schoolhouses, from the City's founding years, 1016 Orange Grove Avenue has significant value and interest as part of the heritage of South Pasadena. Some alterations have been made over time, as the schoolhouse was converted to residential use in 1918. However, the extant building retains historic integrity and a majority of its character-defining features, including the large-scale lot, mass and scale, high/medium-pitched hipped and clipped gable roof, and attenuated window shapes/sizes reflecting the original institutional use and the transitional Late Victorian/Craftsman style.

B11. Additional Resource Attributes: (List attributes and codes) *N/A*

*B12. **References:**

Apostol, Jane, 1987. "South Pasadena: A Centennial History" (South Pasadena Public Library)

California State Historical Resources Inventory

City of South Pasadena Building Permits

City of South Pasadena, 2014, Citywide Historic Context Statement

County of Los Angeles Public Works Dept, Land Records

Los Angeles County Tax Assessor Records

South Pasadena Public Library History Room Collection

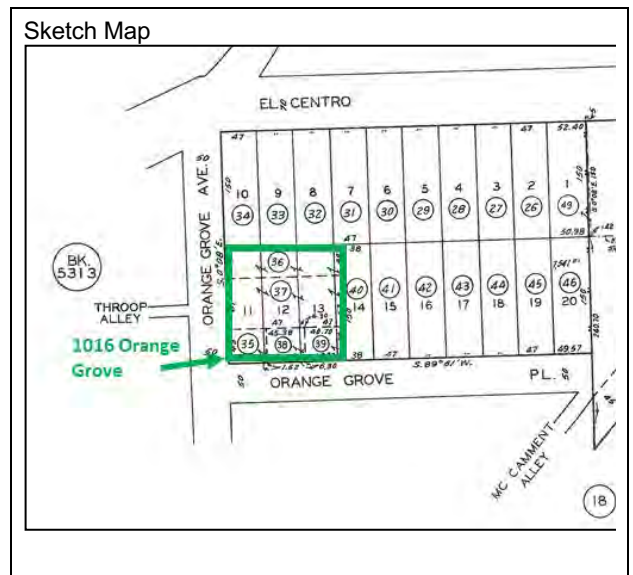
Sanborn Fire Insurance Maps, South Pasadena, 1906-1950

South Pasadena Record, 1909, "The City Grammar Schools;" on file with South Pasadena Public Library History Room

South Pasadena Record, 18 February 1915, "Orange Grove School;" on file with South Pasadena Public Library History Room

South Pasadena Review, 1974, "History of SoPas Home Detailed;" on file with South Pasadena Public Library History Room

(This space reserved for official comments.)



B13. Remarks:

*B14. **Evaluator:** Debi Howell-Ardila, MHP

***Date of Evaluation:** November 2020

*Recorded by Debi Howell-Ardila, MHP

*Date: April 3, 2021

Continuation Update

***P3a. Description (continued):**

On the west elevation, the primary façade features a partial-length porch, elevated on a wood staircase. The concrete porch is capped with a shallow hipped roof and projecting, clipped-gable wing on the south. Vertical wood planks, with a dark wood-colored stain, face the porch ceiling. Simple wood bargeboards trim the gable of the projecting wing; a simple square vent pierces the gable apex. The gable is faced with wood shingles. The porch roof rests on simple wood porch supports and beams. A low, wood-post railing frames the porch and entrance stairs.

The entrance consists of a simple wood door set in a wood frame. The entrance is flanked by paired wood-frame, one-over-one double-hung windows as well as two-over-two, wood-frame, double-hung lights. The window shape, as noted previously, is attenuated, with thin wood mullions dividing the lights. Below the front porch, vertical wood-plank siding, with diamond-patterned screens enclosed with wood frames, sheathes the elevated foundation of the property.

The side elevations (on the north and south) continue the materials and design of the façade, with a slightly projecting wing framed by corner-boards. Fenestration on the side elevations consists primarily of one-over-one wood-framed windows set in simple wood surrounds. As on the façade's projecting wing, the gable apex is faced with coursed wood shingles. Below the windows, walls are sheathed in vertical wood facing, accented with diamond-patterned wood planks.

Located along the northern elevation, a concrete driveway leads to a concrete-clad parking lot. The rear elevation continues the design of the façade, with walls primarily sheathed in shiplap wood siding, accented with wood corner-boards. Fenestration varies on this elevation, with a bank of attenuated, wood-framed windows along the southern portion of the elevation and some nonoriginal aluminum-frame sliders and lights. A raised back porch, framed with a simple wood-post railing, and secondary entrance are located on the back elevation. On the second story, the clipped gable apex displays a non-original wood-frame window. The basement is accessed via several concrete stairs on the rear elevation.

From the sidewalk, the property is accessed via a concrete walkway bisecting the lawn. Mature trees, including several palm trees in the rear parking lot, enhance the property. A small non-original sheltered trellis and table, with brick post supports and accents, are located in the southeastern corner of the property. Alterations to the property include a non-original garage door and tile paving of a portion of the entry path. In good repair, the residence is otherwise highly intact and enhanced by mature trees and landscaping.

P5b. Photo (continued): (view and date)

Overview of oversized-parcel, façade, and setting, west perspective



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Overview of oversized parcel, façade, and setting, southwest perspective



Detail of entrance porch



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Detail of wood-plank ceiling, front porch



Detail of projecting, clipped-gable wing on façade



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Detail of entrance porch supports, railing, and wood-sheathed foundation



Detail of vertical-plank sheathing on foundation



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Overview of façade and entrance porch, northwest perspective



Overview of façade and north elevation, northwest perspective



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

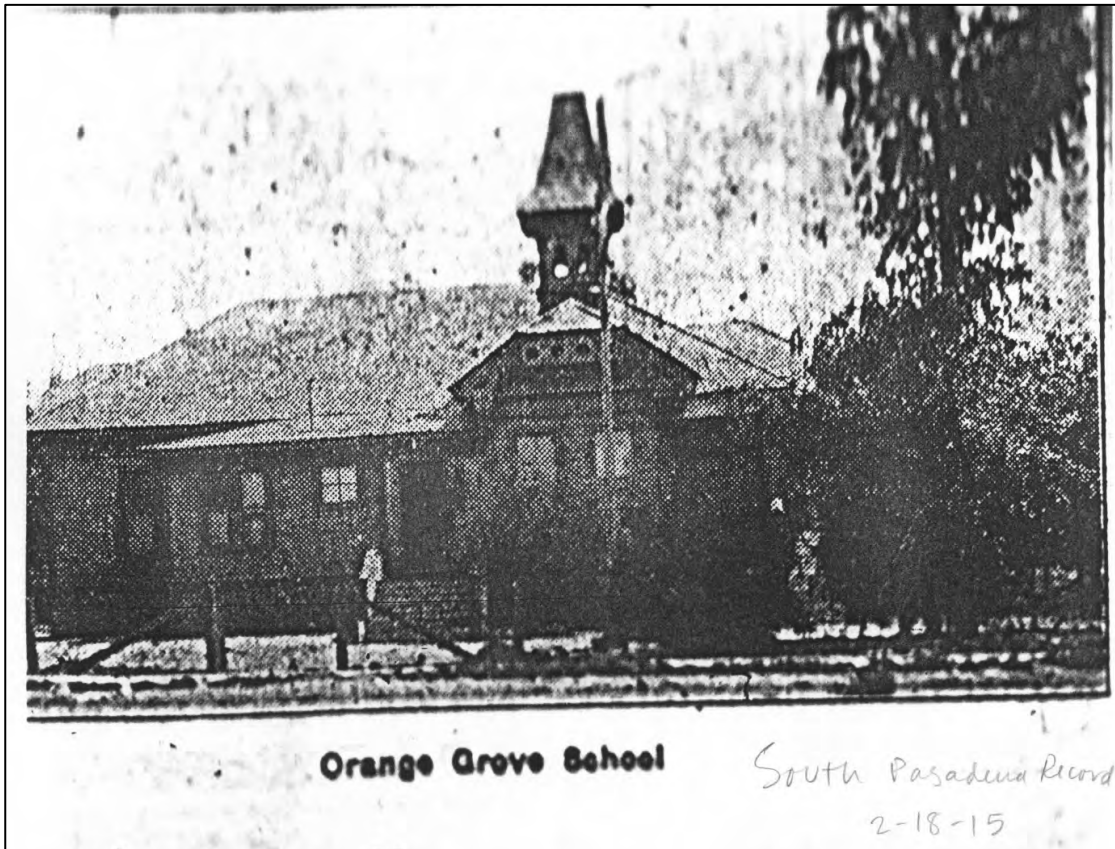
Continuation Update

P5b. Photo (continued): (view and date)

1910 Sanborn Fire Insurance Map, with the "Primary Public School" at 1016 Orange Grove Avenue



1915 photograph of the "Orange Grove School," South Pasadena Record, 18 February 1915



ATTACHMENT 2
Staff Report and Attachments
from April 15, 2021 CHC meeting
([Click Here](#))

ATTACHMENT 3
Updated Historic Resource Report

South Pasadena Cultural Heritage Commission

Landmark/Historic District Nomination Form

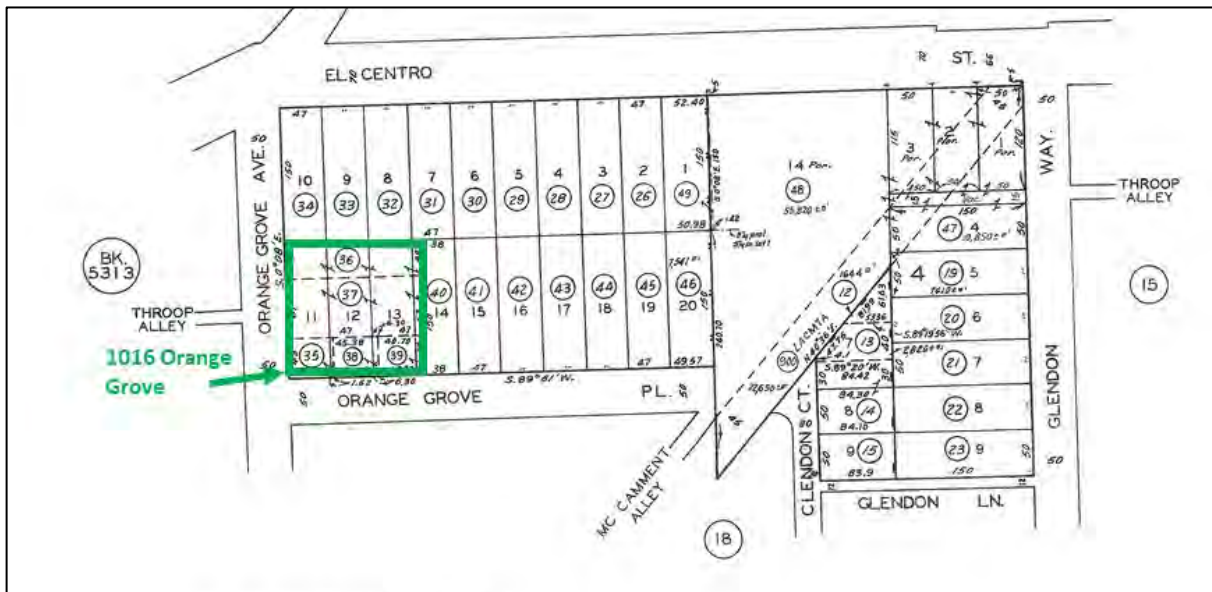
A. Property Identification

Name of building or site Orange Grove Schoolhouse
Property address 1016 Orange Grove Avenue, South Pasadena
Current ownership Michael Klaus
Owner address 1016 Orange Grove Avenue, South Pasadena, California

Legal description Assessor's Parcel Number 5315-019-037
Date of construction 1885 (Source: California State Historic Resources Inventory)
Original Owner South Pasadena School District
Architect/Builder Ripley & Ridgeway

Original use Public school house (circa 1885 to 1918)
Present use Duplex and single-family residence (1918 to present)
Other significant ownership N/A

Figure 1 Property Location, 1016 Orange Grove Avenue, "Orange Grove Schoolhouse"



Source: Los Angeles County Tax Assessor Records

B. Property Description

Architectural style/period: Transitional Late Victorian-Craftsman style

Construction materials: Wood-frame construction, sheathed in horizontal wood siding.

Historic Status/survey code: (1) **South Pasadena Inventory of Cultural Resources:** “5S3” California Historic Resources Status Code (“appears individually eligible for local listing through survey”)
(2) **State of California Historic Resources Inventory:** “5S2” California Historic Resources Status Code (individually eligible for local listing through Section 106 SHPO concurrence)

Summary of Character-Defining Features:

- Oversized lot and deep setback from the street
- Overall scale/mass and design configuration
- Roof form and detailing (hipped with clipped gable ends, medium/high-pitched eaves, shallow boxed eaves)
- Elevated, partial-length porch with simple wood posts, vertical, wood-plank ceiling, and low wood railing
- Sheathing materials such as wood shiplap siding, coursed wood shingles in gable apexes, vertical wood plank banding around foundation and roofline
- Attenuated, wood-frame windows, one-over-one and two-over-two double-hung groupings on all elevations

Narrative description, including significant exterior and interior architectural features:

Constructed in circa 1885, the Orange Grove Schoolhouse is a transitional Late Victorian/Craftsman style property originally used as one of South Pasadena’s earliest public schoolhouses. This early institutional use is clearly reflected in the scale, setback, and character of the property.

Roughly square in plan, the Orange Grove Schoolhouse is 1 1/2 stories in height and elevated on a concrete foundation. The building is capped with a prominent, relatively high-pitched, hipped roof with ridge line. Below the boxed roof eaves is a continuous band of thin, vertical wood planks. The exterior displays wood shiplap siding with simple wood corner-posts.

In terms of the property’s Late Victorian-style elements, the mass and scale of the property, its high-pitched roof form, the roofline treatment (e.g., the use of shallow, boxed eaves instead of wide, sheltering eaves with extended rafter tails), along with attenuated window-frames and shapes, point to its late nineteenth-century date of construction. (In contrast, the Craftsman style emphasized the horizontal axis through low pitched roof, wide eaves with rafter tails, and more prominent window framing and treatment. The incorporation of wood horizontal siding and simple wood porch supports and features, reflect the Craftsman era of design.)

On the west elevation, the primary façade features a partial-length porch, elevated on a wood staircase. The concrete porch is capped with a shallow hipped roof and projecting, clipped-gable wing on the south. Vertical wood planks, with a dark wood-colored stain, face the porch ceiling. Simple wood bargeboards trim the gable of the projecting wing; a simple square vent pierces the gable apex. The gable is faced with

wood shingles. The porch roof rests on simple wood porch supports and beams. A low, wood-post railing frames the porch and entrance stairs.

The entrance consists of a simple wood door set in a wood frame. The entrance is flanked by paired wood-frame, one-over-one double-hung windows as well as two-over-two, wood-frame, double-hung lights. The window shape, as noted previously, is attenuated, with thin wood mullions dividing the lights.

Below the front porch, vertical wood-plank siding, with diamond-patterned screens enclosed with wood frames, sheathes the elevated foundation of the property.

The side elevations (on the north and south) continue the materials and design of the façade, with a slightly projecting wing framed by corner-boards. Fenestration on the side elevations consists primarily of one-over-one wood-framed windows set in simple wood surrounds. As on the façade's projecting wing, the gable apex is faced with coursed wood shingles. Below the windows, walls are sheathed in vertical wood facing, accented with diamond-patterned wood planks.

Located along the northern elevation, a concrete driveway leads to a concrete-clad parking lot. The rear elevation continues the design of the façade, with walls primarily sheathed in shiplap wood siding, accented with wood corner-boards. Fenestration varies on this elevation, with a bank of attenuated, wood-framed windows along the southern portion of the elevation and some nonoriginal aluminum-frame sliders and lights. A raised back porch, framed with a simple wood-post railing, and secondary entrance are located on the back elevation. On the second story, the clipped gable apex displays a non-original wood-frame window. The basement is accessed via several concrete stairs on the rear elevation.

From the sidewalk, the property is accessed via a concrete walkway bisecting the lawn. Mature trees, including several palm trees in the rear parking lot, enhance the property. A small non-original sheltered trellis and table, with brick post supports and accents, are located in the southeastern corner of the property.

Figure 2 through **Figure 23** provide a visual overview of the property and its existing conditions.

Figure 2 Overview of oversized-parcel, façade, and setting, west perspective



Figure 3 Overview of oversized parcel, façade, and setting, southwest perspective



Figure 4 Concrete walkway and façade, west perspective



Figure 5 Detail of entrance porch



Figure 6 Detail of wood-plank ceiling, front porch



Figure 7 Detail of projecting, clipped-gable wing on façade



Figure 8 Detail of entrance porch supports, railing, and wood-sheathed foundation



Figure 9 Detail of vertical-plank sheathing on foundation



Figure 10 Overview of façade and entrance porch, northwest perspective



Figure 11 Overview of façade and north elevation, northwest perspective



Figure 12 Detail of shallow boxed eaves and wrap-around vertical-plank band at roof line



Figure 13 Detail of coursed wood shingles accenting gable apex and vertical plank band



Figure 14 Detail of vertical plank sheathing and diamond-patterned accent, north elevation



Figure 15 Overview of rear elevation, northeast perspective



Figure 16 Detail of nonoriginal windows and wall openings, east elevation



Figure 17 Detail of steps and entrance to basement



Figure 18 Overview of rear elevation and parking lot, east perspective



Figure 19 Overview of secondary entrance, east (rear) elevation



Figure 20 Detail of attenuated, wood-framed two-over-two windows, east elevation



Figure 21 Overview of rear portion of property, landscaping, and wood and brick trellis



Figure 22 Overview of eastern border of property and parking lot



Figure 23 Entrance to rear-elevation parking lot, northwest perspective



Additions/modifications

Alterations:

- A limited number of building permits are available for this property
- To date, no primary sources (including building or relocation permits or documentation) have been identified to confirm the original date of construction or dates/locations of the building prior to its relocation to its current site at 1016 Orange Grove Avenue in circa 1908.
- Secondary sources, including historic newspaper articles, documents on file with the South Pasadena Public Library, and the State of California Historic Resources Inventory suggest a late-nineteenth-century date of construction (circa 1885).
- The building was originally located on El Centro (originally Center) Street and Fairview (originally Oak Hill) Avenue
- In circa 1888, the schoolhouse was relocated to the site of present-day Arroyo Vista Elementary School (then known as Lincoln Park School), on El Centro Street and Pasadena Avenue
- The building was moved to its present location in 1908. While the property does not occupy its original location, the character, setting, and feeling of its present setting are compatible with and similar to the original location on El Centro Street.
- Interior remodel (including lowering ceilings from 12 to 10 feet)
- Conversion of schoolhouse to use as a duplex and single-family residence
- Reconfiguration of primary entrance; prior to conversion of the schoolhouse to residential use, the entrance stairs were roughly centered on the façade (rather than located on the north side)
- Removal of a Late Victorian-style roof tower and some ornamentation on the gables
- Changes to window/door openings on front and rear elevation
- Installation of aluminum-frame windows and a secondary entrance on rear elevation

C. Discussion of Designation Criteria

Please indicate rationale for qualification under one or more criteria in Section 2.63(B) of the South Pasadena Cultural Heritage Commission:

South Pasadena Landmark Criterion 1: Its character, interest or value as a part of the heritage of the community.

The Orange Grove Schoolhouse, located at 1016 Orange Grove Avenue, is eligible for landmark listing under Criterion 1 of the South Pasadena Cultural Heritage Ordinance. As a rare, surviving example of one of South Pasadena's first schoolhouses, from the City's founding years, 1016 Orange Grove Avenue has significant value and interest as part of the heritage of South Pasadena.

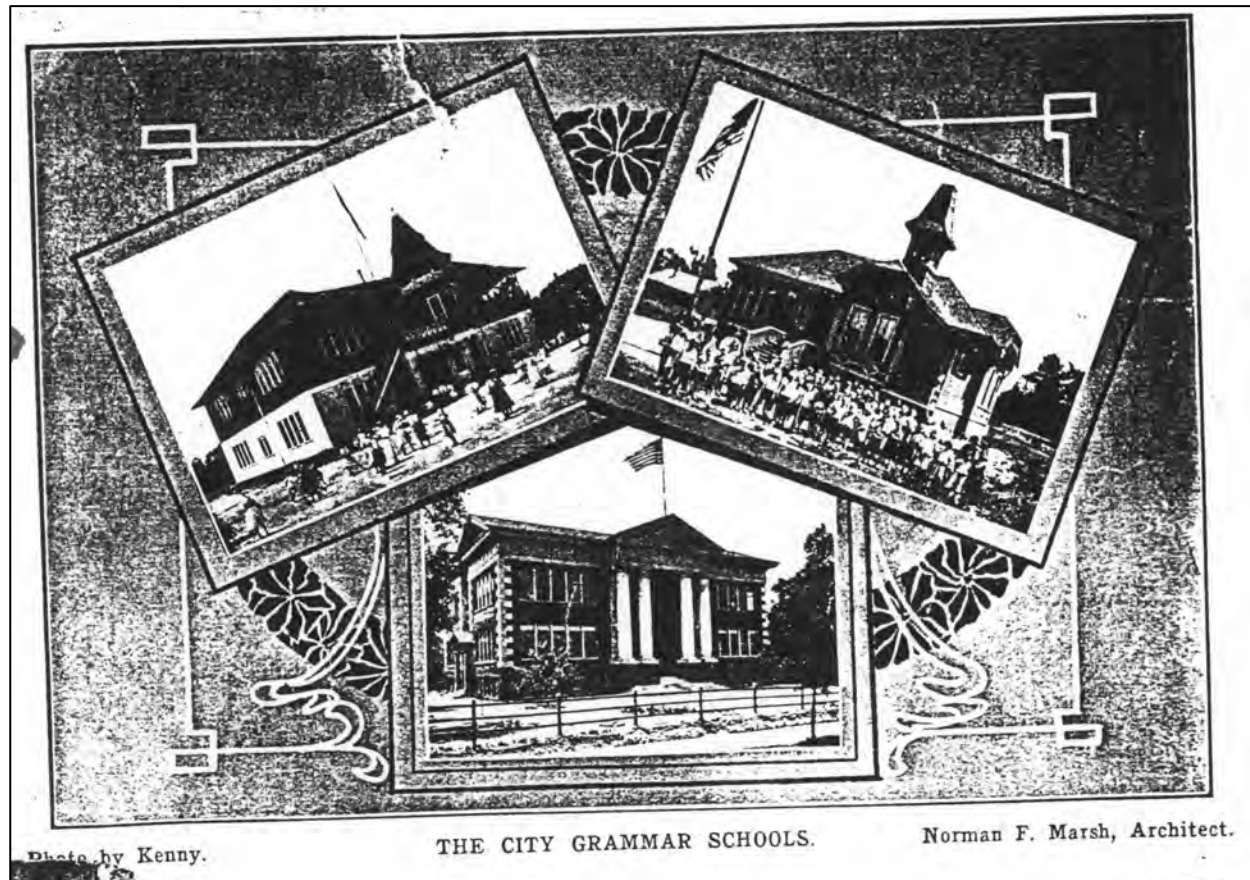
Some alterations have been made over time, as the schoolhouse was converted to residential use in 1918. However, the extant building retains the characteristic large-scale lot, mass and scale, high/medium-pitched hipped and clipped gable roof, and attenuated window shapes/sizes reflecting the original institutional use and the transitional Late Victorian/Craftsman style.

The building's incorporation of a partial-length porch, wide overhanging wood eaves, and its simple decorative program, as well as wood shiplap, plank, and coursed shingle siding and diamond-patterned wood ornament, are all considered character-defining features of the property.

According to South Pasadena historian Jane Apostol and documents on file with the South Pasadena Public Library History Room, the Orange Grove Schoolhouse was designed by Ripley and Ridgeway in 1885 for a cost of \$1,550.¹ The original construction included the small school building and a school bell, which has since been removed. As noted above, the building was originally located on El Centro Street and Fairview Avenue. In the years following its construction, the small building was used "not only for classes, but for town meetings, church services, and social gatherings. Soon after South Pasadena incorporated in 1888, voters passed bond issues to enlarge the Center Street schoolgrounds and put up a more substantial building."² At that time, according to documents on file with the South Pasadena Public Library History Room, the property was relocated to the present-day location of Arroyo Vista Elementary School, on El Centro Street and Pasadena Avenue.

In 1908, following another bond measure for school construction, the Orange Grove Schoolhouse was moved to its present location, at 1016 Orange Grove Avenue, to serve as the Boys' and Girls' Aid Society.

Figure 24 1909 image of the Orange Grove Schoolhouse (upper right), *South Pasadena Record*; roof tower was removed at an unknown date

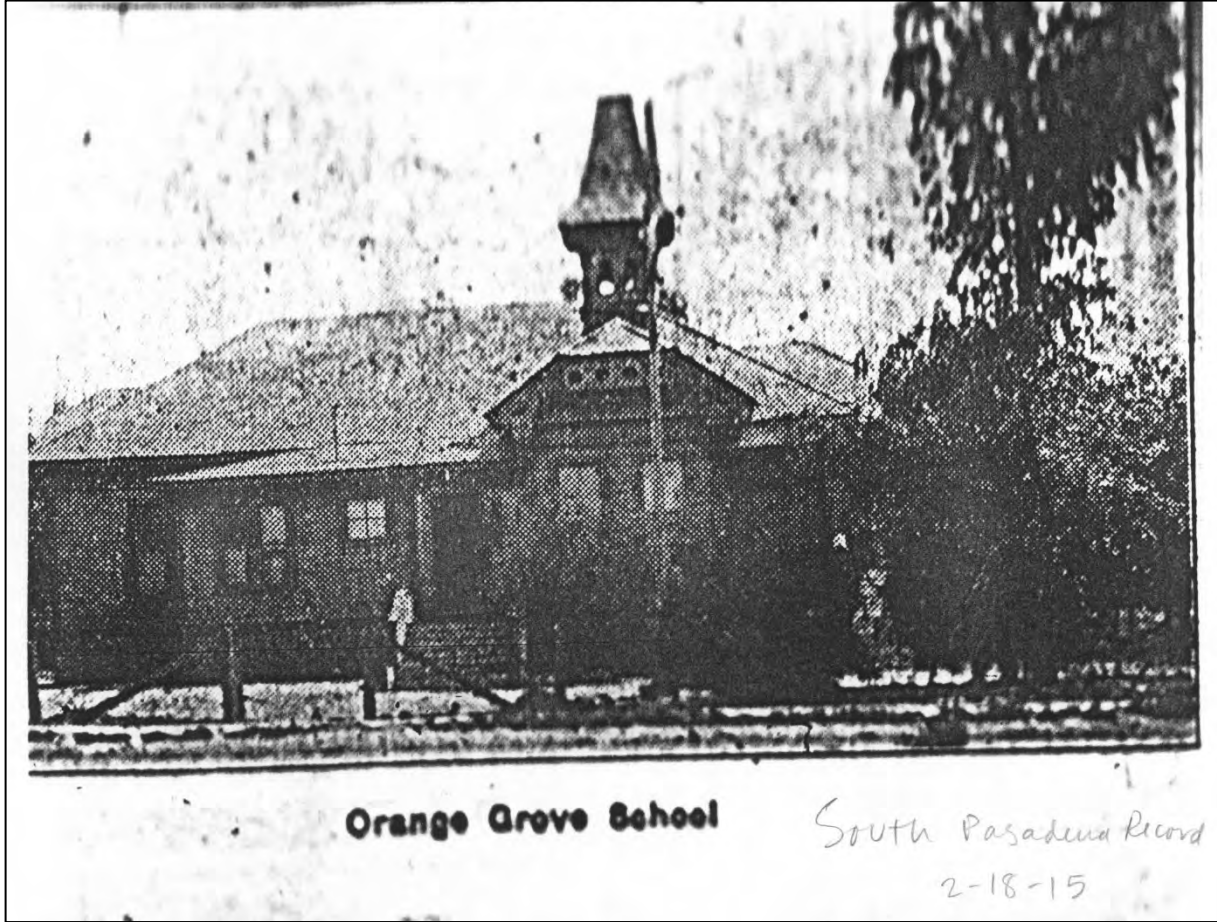


Source: Courtesy of South Pasadena Public Library History Room

¹ Information and research assistance on the property's history as the Orange Grove Schoolhouse was provided by Ms. Olivia Radbill, City of South Pasadena Public Library, Local History Collection.

² Apostol, Jane. 1987. "South Pasadena: A Centennial History" (South Pasadena Public Library).

Figure 25 1915 photograph of the "Orange Grove School," South Pasadena Record, 18 February 1915



Source: Courtesy of South Pasadena Public Library History Room

At the time of the building’s construction, South Pasadena’s school district was less than a decade old, after its 1878 establishment. In these founding years, the small town was taking shape on the former lands of Rancho San Pasqual, which had been purchased by area pioneer David Raab in 1870. Establishment of an independent South Pasadena was catalyzed in 1874, when a large tract of land south of Columbia Street was purchased by early settlers Calvin Fletcher, Andrew O. Porter, Perry M. Green, William J. Barcus, Ward Levitt, and Benjamin S. Eaton. Amenities for the small, agricultural town slowly emerged, with a school district formed in 1878 and a first post office in 1882.

During the boom of the 1880s, one of the most significant events catalyzing growth in South Pasadena was the establishment of the Los Angeles & San Gabriel Valley Railroad, linking the nascent town with Pasadena and Los Angeles. New settlement and construction quickly followed; this included the construction of the renowned Raymond Hotel in 1886. By the end of 1887, South Pasadena’s central business district, along Mission Street near Meridian Avenue, had nearly doubled in size. By the time South Pasadena incorporated as a City in 1888, the population had reached approximately 500. By 1900, the small town’s population had doubled to just over 1,000.

Against this backdrop, the need for educational facilities increased rapidly, along with the growing population. In this way, the small schoolhouse now located at 1016 Orange Grove Avenue served early settlers and families as a school as well as a gathering place for community events and meetings.

In a reflection of the town's early agricultural character, the lot occupied by the Orange Grove Schoolhouse originally formed part of the holdings of the San Gabriel Orange Growers Association. In 1906, the land was subdivided and platted as the McCament Tract, with narrow, residential-sized lots. Shortly after the McCament Tract was created, four of its lots were joined for use by the South Pasadena School District. (While the date of this lot-boundary change is not noted on the map, it is assumed to have occurred to make way for the Orange Grove Schoolhouse.)

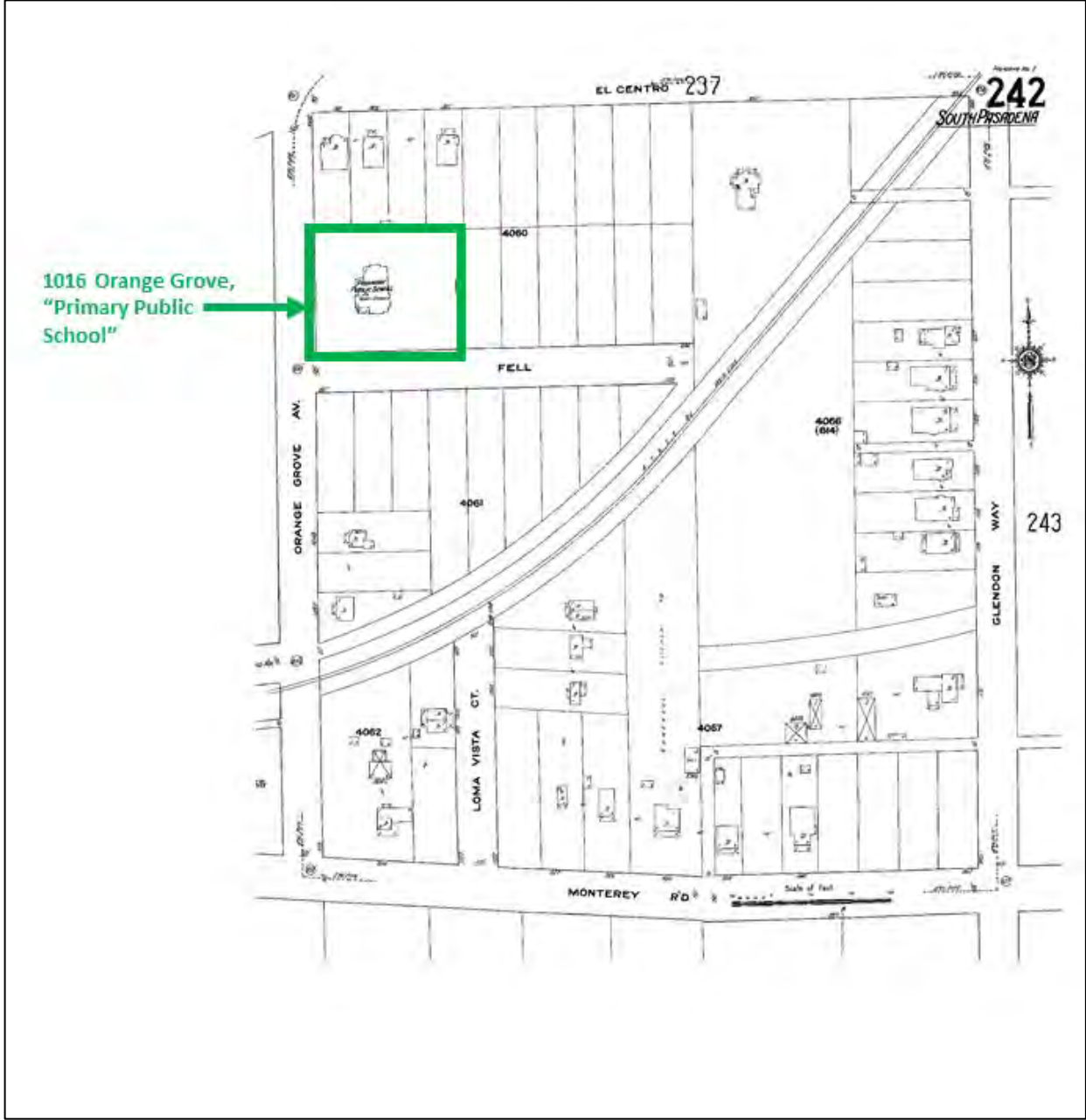
The 1906 assessor's tract map and the 1910 Sanborn Fire Insurance Map trace the building's appearance on the site (Figure 26 and Figure 27).

Figure 26 1906 Tract Map for the McCament Tract. A handwritten note in the lower right-hand corner states that lots 11, 12, 13, and 14 were joined for use by the South Pasadena School District



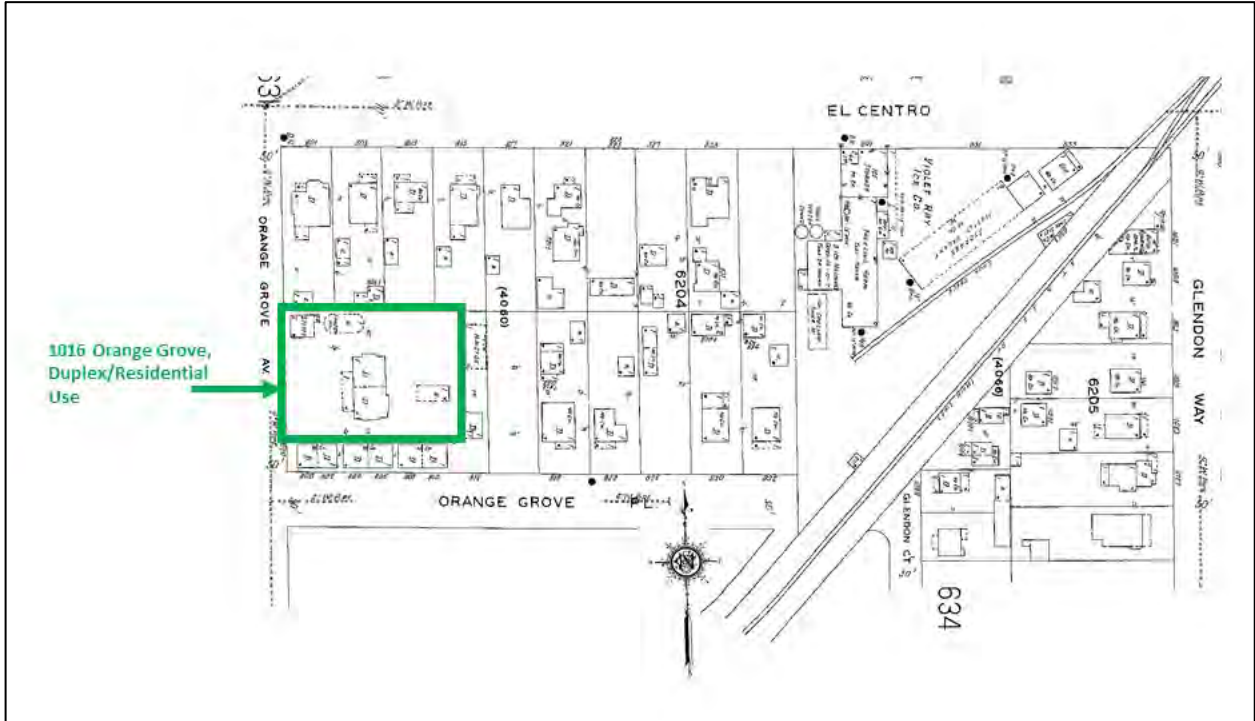
Source: Los Angeles County Public Works Department, Land Records

Figure 27 1910 Sanborn Fire Insurance Map, with the "Primary Public School" at 1016 Orange Grove Avenue



Source: Los Angeles Public Library

Figure 28 1930 Sanborn Fire Insurance Map, after 1016 Orange Grove had been converted for use as a duplex; as shown on the map, the original building footprint and porch configuration remained intact



Source: Los Angeles Public Library

As the town grew, the building was replaced and repurposed for use by the Boy’s and Girl’s Aid Society, until its conversion in 1918 to a residential duplex. At the time, the owners of the property were Paul Mahoney, a carpenter, and his wife Hester. The Mahoneys resided in the property through the mid-1920s. In spite of its conversion to residential use, the characteristic mass and scale, deep setback, and the transitional Late Victorian/Craftsman style all continue to reflect its original use as a schoolhouse.

Citywide Historic Context Statement Landmark Criteria

As established in South Pasadena’s *Citywide Historic Context Statement*, the Orange Grove Schoolhouse fits within the context, “Town Settlement and Late 19th Century Development (1870-1899),” under the theme of Institutional Development. As described in the context statement, properties eligible under the context of Town Settlement and Late 19th Century Development:

represent early resources in the City’s history that are associated with post-rancho settlement and the establishment of South Pasadena as a City. Resources eligible under this context may include buildings (residential, commercial, and industrial), along with landscape features and parks. There may also be remnant features such as retaining walls and outbuildings that have important associations with a building or site that is no longer extant.³

³ City of South Pasadena, Planning and Building Department. 2014. *South Pasadena Citywide Historic Context Statement*, p. 82.

Given the rarity of properties reflecting this era in the City’s history, eligibility standards and integrity thresholds established in the *Citywide Historic Context Statement* allow for a higher degree of alteration and relocation. As noted in the study’s section on integrity considerations:

Properties and features from this period are rare and represent some of the earliest development in South Pasadena; therefore, a greater degree of alteration may be acceptable. ... Due to the importance and rarity of resources from this period, a property may remain eligible if it has been relocated. In general, relocated properties should retain their orientation and relationship to the street, along with sufficient architectural features to convey their significance.⁴

Properties qualifying under this context are typically eligible under federal and state-level Criteria A/1 and City of South Pasadena Landmark Criteria 1 (“As having character, interest or value as a part of the heritage of the community”).

A property meeting the eligibility criteria under Criteria A/1/1 for this context/theme might be a “rare example of institutional development representing the establishment of South Pasadena as a City. Under this context, extant institutional properties from this period represent the earliest local schools, churches, and social clubs that are significant for their association with the creation of the local community.”⁵

In terms of registration requirements, to be eligible under the Town Settlement and Late 19th Century Development context, a property must:

- date from the period of significance;
- represent patterns and trends important in the establishment of South Pasadena as a City in the late 19th century, including pioneer settlement, the transition from a rancho/agricultural economy to an established town, advances in transportation, or an association with the early tourism industry;
- display most of the character-defining features of the property type or style; and
- retain the essential aspects of integrity.

Summary of Eligibility of the Orange Grove Schoolhouse, 1016 Orange Grove Avenue

The Orange Grove Schoolhouse at 1016 Orange Grove Avenue meets all eligibility standards and integrity thresholds described in the 2014 *Citywide Historic Context Statement*.

As one of South Pasadena’s earliest schoolhouses, the Orange Grove Schoolhouse represents the City’s early growth and expansion in the founding years of the 1880s. In this era, settlement grew rapidly; when this property was constructed in 1885, it served not only as a schoolhouse but also as a civic space for gatherings and meetings. Because of the rapid expansion of the City in the early twentieth century, institutional facilities from the late nineteenth century quickly became obsolete, as the City needed larger, more modern facilities. South Pasadena retains very few civic/institutional properties from the 1880s.

⁴ City of South Pasadena, Planning and Building Department. 2014. *South Pasadena Citywide Historic Context Statement*, p. 86.

⁵ City of South Pasadena, Planning and Building Department. 2014. *South Pasadena Citywide Historic Context Statement*, p. 85.

When it was constructed, 1016 Orange Grove Avenue was located on El Centro Street near Fairview Avenue, in the emerging downtown. By 1888, the need for a larger schoolhouse at this site prompted the relocation of the schoolhouse down the road to El Centro Street and Pasadena Avenue (at the current location of Arroyo Vista Elementary School, then known as Lincoln Park School), then to its present location on Orange Grove Avenue in circa 1908. According to the integrity thresholds for properties reflecting the Town Settlement and Late 19th Century Development context, alterations and past relocation are acceptable as long as the property retains sufficient architectural features to convey its significance.

The Orange Grove Schoolhouse retains a sufficient level of historic integrity to meet the City of South Pasadena Landmark Criteria 1 (“As having character, interest or value as a part of the heritage of the community”).

The property’s primary character-defining features are as follows:

- Oversized lot and deep setback from the street
- Overall scale/mass and design configuration
- Roof form and detailing (hipped with clipped gable ends, medium/high-pitched eaves, shallow boxed eaves)
- Elevated, partial-length porch with simple wood posts, vertical, wood-plank ceiling, and low wood railing
- Sheathing materials such as wood shiplap siding, coursed wood shingles in gable apexes, vertical wood plank banding around foundation and roofline
- Attenuated, wood-frame windows, one-over-one and two-over-two double-hung groupings on all elevations
- Large parking lot in rear elevation; mature trees and landscaping

D. Present Condition

Exterior Good/fair

The exterior shows some signs of deteriorated wood sheathing and framing, in particular at wall joints and areas with openings and throughout the vertical planks along the building foundation. In addition, the property requires seismic retrofitting/reinforcement to the foundation. The distinctive wood-plank ceiling of the front porch also will require *Secretary’s Standards*-compliant treatment and refinishing in the near future, in order to retain this character-defining feature. Some of the windows need repairs/repainting, including one of the original, character-defining windows on the façade.

Interior The interior was remodeled for re-use as a duplex, then a single-family residence. Due to the ongoing Coronavirus pandemic, the interior was not inspected at this time, in order to adhere to social distancing guidelines.

Site Good/Fair

Neighborhood context The Orange Grove Schoolhouse represents a rare, intact example of an institutional/educational property in this largely single-family residential neighborhood. The property is located in one of the oldest residential neighborhoods in South Pasadena, where it served residents and families as a schoolhouse in this location from approximately 1908 to 1918.

E. Proponents

Michael Klaus, owner
Deborah Howell-Ardila, MHP, Historic Preservation Specialist

F. Owner Consent (Although individual properties may be designated as South Pasadena historic landmarks or parcels within historic districts without owner consent, every effort should be made to inform owners of the advantages and opportunities designate and to secure owner support.) If you, as owners, support the designation of your property as a landmark or a parcel in a historic district, please so signify in the space below:

I/we certify that I/we am/are the owners of the property being hereby nominated for designation as a landmark or as a parcel within a historic district under the Cultural Heritage Ordinance of the City of South Pasadena, California and herby consent to said designation of the property as a landmark or parcel within a historic district.

_____ Dated _____

State of California — The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
 HRI # _____
 Trinomial _____
 NRHP Status Code _____

Other Listings _____
 Review Code _____ Reviewer _____ Date _____

Page 1 of 8 Resource name(s) or number (assigned by recorder) *Orange Grove Schoolhouse*

P1. Other Identifier:

*P2. Location: Not for Publication Unrestricted

*a. County *Los Angeles County*

*b. USGS 7.5' Quad

Date:

*c. Address *1016 Orange Grove Avenue*

City *South Pasadena*

Zip *91030*

*e. Other Locational Data: Assessor's Parcel Number *5315-019-037* Block: Lot:

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries.)

Constructed in circa 1885, the Orange Grove Schoolhouse is a transitional Late Victorian/Craftsman style property originally used as one of South Pasadena's earliest public schoolhouses. This early institutional use is clearly reflected in the scale, setback, and character of the property. Roughly square in plan, the Orange Grove Schoolhouse is 1 1/2 stories in height and elevated on a concrete foundation. The building is capped with a prominent, relatively high-pitched, hipped roof with ridge line. Below the boxed roof eaves is a continuous band of thin, vertical wood planks. The exterior displays wood shiplap siding with simple wood corner-posts.

In terms of the property's Late Victorian-style elements, the mass and scale of the property, its high-pitched roof form, the roofline treatment (e.g., the use of shallow, boxed eaves instead of wide, sheltering eaves with extended rafter tails), along with attenuated window-frames and shapes, point to its late nineteenth-century date of construction. (In contrast, the Craftsman style emphasized the horizontal axis through low pitched roof, wide eaves with rafter tails, and more prominent window framing and treatment. The incorporation of wood horizontal siding and simple wood porch supports and features, reflect the Craftsman era of design.) (See Continuation Sheet, p. 3)

*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family Property*

*P4. Resources Present: Building Structure Object Site District Element of District Other

P5a. Photo



*P5b. Photo: (view and date)
*Southwest elevation
 February 2021*

*P6. Date Constructed/Age and Sources: historic
1885 ca; California State Historic Resources Inventory

*P7. Owner and Address:
*Michael Klaus
 1016 Orange Grove Avenue
 South Pasadena, CA 91030*

*P8. Recorded by:
Debi Howell-Ardila, MHP

*P9. Date Recorded:
April 3, 2021

*P10. Survey Type:
Intensive-level/landmark nomination

*P11. Report Citation: (Cite survey report and other sources, or enter "none"): *South Pasadena Cultural Heritage Commission, Landmark/Historic District Nomination Form, 1016 Orange Grove Avenue, South Pasadena, prepared by Debi Howell-Ardila, MHP, South Pasadena*

*Attachments: None Location Map Sketch Map Continuation Sheet Building, Structure, and Object Record
 Archaeological Record District Record Linear Feature Record Milling Station Record Rock Art Record
 Artifact Record Photograph Record Other (list)

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or #: *Orange Grove Schoolhouse*

- B1. Historic Name: *Orange Grove Schoolhouse*
- B2. Common Name: *1016 Orange Grove Avenue*
- B3. Original Use: *Public schoolhouse*
- B4. Present Use: *Single-family Residence*

*B5. **Architectural Style:** *Transitional Late Victorian-Craftsman style*

*B6. **Construction History:** (Construction date, alterations, and date of alterations): *Constructed circa 1885*
Due to its early date of construction, a limited number of building permits are available for this property. According to available secondary sources and visual observation, the property was constructed in circa 1885. The building was originally located on El Centro (originally Center) Street and Fairview (originally Oak Hill) Avenue and relocated on two occasions: first, in circa 1888, to the site of present-day Arroyo Vista Elementary School (then known as Lincoln Park School), then to its present location in 1908. While the property does not occupy its original location, the character, setting, and feeling of its present setting are compatible with and similar to the original location on El Centro Street. Alterations include: interior remodel (including lowering ceilings from 12 to 10 feet) (date unknown); conversion of schoolhouse to use as a duplex and single-family residence (circa 1918); reconfiguration of primary entrance (prior to conversion of the schoolhouse to residential use, the entrance stairs were roughly centered on the façade rather than located on the north side; date unknown); removal of a Late Victorian-style roof tower and some ornamentation on the gables (date unknown); changes to window/door openings on front and rear elevation (date unknown); installation of aluminum-frame windows and a secondary entrance on rear elevation (date unknown)

*B7. **Moved?** No Yes Unknown **Date:** _____ **Original Location:** *El Centro (Center) and Fairview (Oak Hill)*

*B8. **Related Features:** None

B9a. Architect/Builder: *Ripley & Ridgeway*

b. Builder: *Ripley & Ridgeway*

*B10. **Significance: Context/Theme:** *"Town Settlement & Late 19th Century Development"*

Area: *Institutional Dev.*

Period of Significance: *1885-1918*

Property Type: *Single-family Residence*

Applicable Criteria: *Landmark Criterion 1*

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

The Orange Grove Schoolhouse is eligible for local Criterion 1 of the South Pasadena Cultural Heritage Ordinance. As a rare, surviving example of one of South Pasadena's first schoolhouses, from the City's founding years, 1016 Orange Grove Avenue has significant value and interest as part of the heritage of South Pasadena. Some alterations have been made over time, as the schoolhouse was converted to residential use in 1918. However, the extant building retains historic integrity and a majority of its character-defining features, including the large-scale lot, mass and scale, high/medium-pitched hipped and clipped gable roof, and attenuated window shapes/sizes reflecting the original institutional use and the transitional Late Victorian/Craftsman style.

B11. Additional Resource Attributes: (List attributes and codes) *N/A*

*B12. **References:**

Apostol, Jane, 1987. "South Pasadena: A Centennial History" (South Pasadena Public Library)

California State Historical Resources Inventory

City of South Pasadena Building Permits

City of South Pasadena, 2014, Citywide Historic Context Statement

County of Los Angeles Public Works Dept, Land Records

Los Angeles County Tax Assessor Records

South Pasadena Public Library History Room Collection

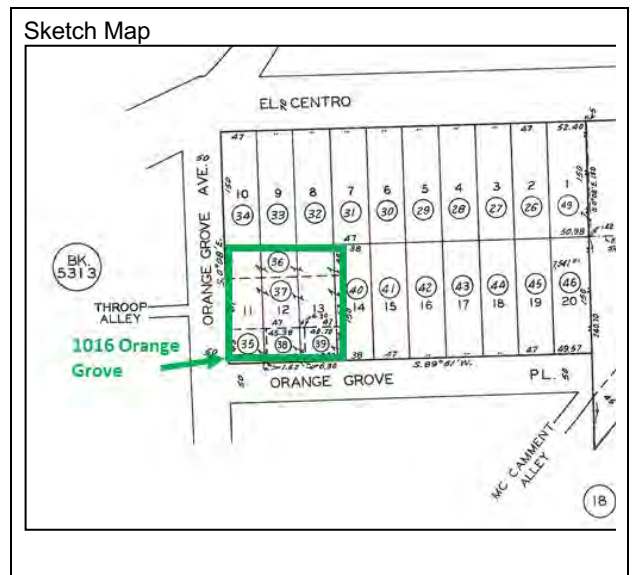
Sanborn Fire Insurance Maps, South Pasadena, 1906-1950

South Pasadena Record, 1909, "The City Grammar Schools;" on file with South Pasadena Public Library History Room

South Pasadena Record, 18 February 1915, "Orange Grove School;" on file with South Pasadena Public Library History Room

South Pasadena Review, 1974, "History of SoPas Home Detailed;" on file with South Pasadena Public Library History Room

(This space reserved for official comments.)



B13. Remarks:

*B14. **Evaluator:** Debi Howell-Ardila, MHP

***Date of Evaluation:** November 2020

*Recorded by Debi Howell-Ardila, MHP

*Date: April 3, 2021

Continuation Update

***P3a. Description (continued):**

On the west elevation, the primary façade features a partial-length porch, elevated on a wood staircase. The concrete porch is capped with a shallow hipped roof and projecting, clipped-gable wing on the south. Vertical wood planks, with a dark wood-colored stain, face the porch ceiling. Simple wood bargeboards trim the gable of the projecting wing; a simple square vent pierces the gable apex. The gable is faced with wood shingles. The porch roof rests on simple wood porch supports and beams. A low, wood-post railing frames the porch and entrance stairs.

The entrance consists of a simple wood door set in a wood frame. The entrance is flanked by paired wood-frame, one-over-one double-hung windows as well as two-over-two, wood-frame, double-hung lights. The window shape, as noted previously, is attenuated, with thin wood mullions dividing the lights. Below the front porch, vertical wood-plank siding, with diamond-patterned screens enclosed with wood frames, sheathes the elevated foundation of the property.

The side elevations (on the north and south) continue the materials and design of the façade, with a slightly projecting wing framed by corner-boards. Fenestration on the side elevations consists primarily of one-over-one wood-framed windows set in simple wood surrounds. As on the façade's projecting wing, the gable apex is faced with coursed wood shingles. Below the windows, walls are sheathed in vertical wood facing, accented with diamond-patterned wood planks.

Located along the northern elevation, a concrete driveway leads to a concrete-clad parking lot. The rear elevation continues the design of the façade, with walls primarily sheathed in shiplap wood siding, accented with wood corner-boards. Fenestration varies on this elevation, with a bank of attenuated, wood-framed windows along the southern portion of the elevation and some nonoriginal aluminum-frame sliders and lights. A raised back porch, framed with a simple wood-post railing, and secondary entrance are located on the back elevation. On the second story, the clipped gable apex displays a non-original wood-frame window. The basement is accessed via several concrete stairs on the rear elevation.

From the sidewalk, the property is accessed via a concrete walkway bisecting the lawn. Mature trees, including several palm trees in the rear parking lot, enhance the property. A small non-original sheltered trellis and table, with brick post supports and accents, are located in the southeastern corner of the property. Alterations to the property include a non-original garage door and tile paving of a portion of the entry path. In good repair, the residence is otherwise highly intact and enhanced by mature trees and landscaping.

P5b. Photo (continued): (view and date)

Overview of oversized-parcel, façade, and setting, west perspective



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Overview of oversized parcel, façade, and setting, southwest perspective



Detail of entrance porch



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Detail of wood-plank ceiling, front porch



Detail of projecting, clipped-gable wing on façade



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Detail of entrance porch supports, railing, and wood-sheathed foundation



Detail of vertical-plank sheathing on foundation



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

Continuation Update

P5b. Photo (continued): (view and date)

Overview of façade and entrance porch, northwest perspective



Overview of façade and north elevation, northwest perspective



*Recorded by Debi Howell-Ardila

*Date: 3 April 2021

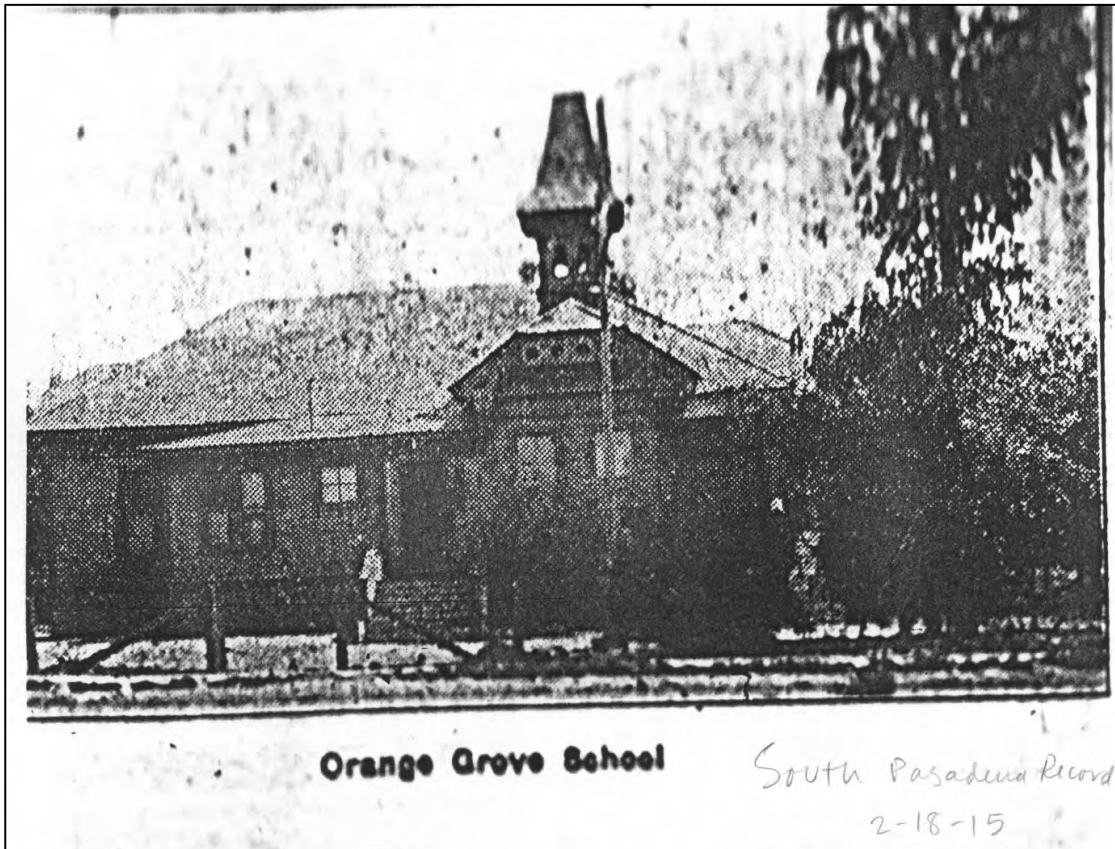
Continuation Update

P5b. Photo (continued): (view and date)

1910 Sanborn Fire Insurance Map, with the "Primary Public School" at 1016 Orange Grove Avenue



1915 photograph of the "Orange Grove School," South Pasadena Record, 18 February 1915





City Council Agenda Report

ITEM NO. 14

DATE: May 19, 2021

FROM: Sean Joyce, Interim City Manager

PREPARED BY: Joanna Hankamer, Director of Planning and Community Development
Kanika Kith, Planning Manager
Marina Khrustaleva, Interim Associate Planner

SUBJECT: Project No. 2338-LHD - **Approval of a City Historic Landmark Designation for property located 807 Bank Street** (Assessor's Parcel Number 5314-019-021)

Recommendation

It is recommended that the City Council conduct a public hearing and adopt a Resolution taking the following actions:

1. Find that the property known as the "Mary E. Sowards House" at 807 Bank Street qualifies under criteria (1), (4), (6), and (7) of the South Pasadena Municipal Code Section 2.63(b), for designation of a Historic Landmark; and
2. Designate the property known as the "Mary E. Sowards House" at 807 Bank Street as a Historic Landmark (Historic Landmark No. 56) pursuant to South Pasadena Municipal Code Section 2.63(c)(9).

Executive Summary

The City received a request from property owners, Lisa Padilla and Greg Hise, to designate their home located at 807 Bank Street, known as the "Sowards House," as a City Historic Landmark No. 56. On August 20, 2020, the Cultural Heritage Commission created a subcommittee, composed of Commissioners William Cross and Kristin Morrish, as required by South Pasadena Municipal Code Section 2.63(c)(2). The Landmark Subcommittee determined that the property merited consideration by the Commission. On February 18, 2021, the Cultural Heritage Commission voted 4-0 recommending City Council designate 807 Bank Street as a Historic Landmark.

Project Description

The property owners requested the property known as the "Mary E. Sowards House" at 807 Bank Street to be designated as a City Historic Landmark. It represents residential development in Southern California's first rising suburbs after the WWII era, the Modern Ranch architectural style, and the work of significant local architect Theodore Pletsch. The house embodies elements of outstanding attention to architectural design and detail. Overall, the Sowards House is significant by its character, as an exemplification of a particular architectural style, as the work of an architect whose work has influenced the heritage of the city and the state, and as an embodiment of elements of outstanding attention to

architectural design, materials, and detail.

Commission Review and Recommendation

On February 18, 2021, the Cultural Heritage Commission (CHC) reviewed the proposed designation and determined that the proposed property qualifies under criteria (1), (4), (6), and (7) of the South Pasadena Municipal Code (SPMC) Section 2.63(b) for designation of a City Historic Landmark as listed below. Only one criterion of significance along with documentation of support by property owners of the proposed Historic Landmark is required for recommending designation to the City Council.

- (1) Its character, interest or value as a part of the heritage of the community;*
- (2) Its location as a site of a significant historic event;*
- (3) Its identification (such as the residence, ownership, or place of occupation, etc.) with a person, persons or groups who significantly contributed to the culture and development of the city, state or United States;*
- (4) Its exemplification of a particular architectural style of an era of history of the city;*
- (5) Its exemplification of the best remaining architectural type in a neighborhood;*
- (6) Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;*
- (7) Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;*
- (8) It is either a part of or related to a square, park or other distinctive area which should be developed or preserved according to a plan based on a historic cultural or architectural motif;*
- (9) Its unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood;*
- (10) Its potential for yielding information of archaeological interest; or*
- (11) In designating a historic district, its significance as a distinguishable neighborhood or area whose components may lack individual distinction.*

The Cultural Heritage Commission report states that the proposed property qualifies for designation as Historic Landmark under criteria (1), (4), (6), and (7) (see **Attachment 2**). As described in the Cultural Heritage Commission report, the house represents residential development in Southern California's first rising suburbs after WWII era. Communities such as South Pasadena had developed in earlier era and had limited spaces, therefore, structures such as the Sowards House were constructed on a hillside or hilltop which was seen as unbuidable or expensive. Theodore Pletsch's work is a representation of the Modern Ranch style.

Findings for Historic Landmark Designation

In accordance with South Pasadena Municipal Code Chapter 2 Section 2.63 (a)(2)(c), the Cultural Heritage

Commission recommended that the subject property be designated for a City Historic Landmark based upon the following criteria:

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and*

The Historic Landmark designation for 807 Bank Street is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City's heritage and character. The Sowards House (1959) receives mention in historic surveys the City of South Pasadena commissioned in 2001 ("potential historic significance"), 2003 ("eligible for special consideration in local planning"), and 2007 ("appears to be individually eligible for local history or designation through survey evaluation"). In 2017, a citywide historic survey identified the period 1935-1970 as one of significance for historic status. The proposed landmark represents the post WWII residential development theme related to a higher demand for housing in Los Angeles County. At this period, architects started to build on hillside properties that were seen as expensive or undevelopable before. The Sowards House is located on a hillside and exemplifies the common mid-twentieth century Modern Ranch home. Thus, the designation of the proposed Historic Landmark will help promote the City's sense of place as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and*

The proposed Historic Landmark qualifies for designation under Criteria (1), (4), (6), and (7). The home was constructed in 1959 and represents some of southern California's suburbs post WWII. The home characterizes Modern Ranch style of architecture that arose from 1935-1975. As stated in the historic resource evaluation report, "*Authenticity of period (Mid-Twentieth Century Residential) and style (Modern Ranch) is evident in the "L" plan with wide street-facing façade, the structure's low, horizontal massing, the recessed entry with brick surround, an open interior plan, and fenestration that provides "privacy with a view."*" Mary Sowards was an admired educator of South Pasadena High School students and resided at the home until 1971. Architect Theodore Pletsch's (1901-1994) who designed the Sowards House established his practice in 1927 and practiced in Southern California for four decades, retiring in 1981. He built more than three hundred projects, the majority of them custom designed single-family residences for clients in Pasadena, San Marino, and South Pasadena. Overall, the Sowards House retains historic integrity and is a prime example of a Modern Ranch house with a high level of attention to materials and details.

- (C) *That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.*

The proposed Historic Landmark possesses historic integrity of location, design, setting, materials, workmanship, and feeling. Common Modern Ranch style character-defining features include wide overhangs, front entry located off center, asymmetrical façade, and large windows, and shutters. The architectural elements indefinable in the Sowards House include the floor to ceiling glass, folding wood shutters, "L" shape plan, overhang eaves with exposed and rounded rafter ends, and

the recessed entry. The materials and workmanship can be seen in the board and batten siding, overhang eaves, interior ash paneling, in-pocket doors, and built-in cabinets. Thus, the Sowards House is an excellent representative of Modern Ranch architectural style, and reflects the mid-twentieth century design.

Detailed analysis of the historic significance of the proposed Historic Landmark is provided in the CHC staff report dated February 18, 2021, included as **Attachment 2**.

Environmental Analysis

In accordance with the California Environmental Quality Act (CEQA), the proposed designation of a historic district is exempt from CEQA under the “common sense exemption,” Section 15016(b)(3), which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic district could have a significant effect on the environment, and therefore, is not subject to CEQA.

Legal Review

The City Attorney has reviewed this staff report.

Fiscal Impact

The designation of a Historic Landmark allows the property to qualify for a Mills Act contract. A Mills Act contract allows a tax reduction (between approximately 40% and 60%) for a property owner who agrees to perform certain restoration and maintenance tasks over a 10-year period. Although the City will see a reduction in property tax revenue (26% per Mills Act contracted property), the benefits of the program include economic benefits of conserving resources and reinvestment as well as the important role historic preservation can play in revitalizing older areas, creating cultural tourism, building civic pride, and retaining the sense of place and continuity with the community’s past.

Public Notification of Agenda Item

The public was made aware that this item by virtue of a public notice published in the *South Pasadena Review* on May 7, 2021, its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website, and individual property mailings to those within a 300-foot radius of the proposed Historic Landmark.

Attachments:

1. City Council Resolution & DRP Form
2. Staff Report and Attachments from February 18, 2021 CHC meeting
3. Historic Resource Report

ATTACHMENT 1
CC Resolution

**CITY OF SOUTH PASADENA
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SOUTH PASADENA, CALIFORNIA, DESIGNATING 807 BANK
STREET, KNOWN AS THE MARY E. SOWARDS HOUSE, AS A
HISTORIC LANDMARK (LANDMARK NO. 56)**

WHEREAS, Section 2.62 of the South Pasadena Municipal Code, Ordinance No. 2315 (“Cultural Heritage Ordinance”) authorizes the Cultural Heritage Commission (“the Commission”) to recommend to the City Council the designation of appropriate properties as landmarks; and

WHEREAS, on June 11, 2020, the Planning Division received a Landmark nomination report and request from the property owners, Lisa Padilla and Greg Hise, for the house located at 807 Bank Street, known as the “Mary E. Sowards House” (Assessor’s Parcel Number 5314-019-021); and

WHEREAS, on August 20, 2020, at the regularly scheduled Commission meeting, the Commission reviewed the request of Landmark designation and appointed the Landmark Subcommittee (“Subcommittee”) of two Commission members; and

WHEREAS, on January 14, 2021, the Subcommittee conducted a virtual site meeting with the homeowners to tour the property; and

WHEREAS, on February 9, 2021, the Subcommittee formalized their findings and notified staff of their request to carry the Landmark nomination to the full Commission for the Commission’s formal vote on the recommendation to City Council for designation; and

WHEREAS, on February 18, 2021, the Commission formalized their recommendation to the City Council for designation of the Mary E. Sowards House as a Historic Landmark by a vote of 4-0-1, one member absent; and

WHEREAS, on May 19, 2021, the City Council of South Pasadena held duly noticed regularly scheduled meeting to provide a public hearing and received public testimony on the proposed Landmark Designation of the Mary E. Sowards House located at 807 Bank Street.

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

SECTION 1. ENVIRONMENTAL REVIEW FINDINGS

The City Council has determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under the “common sense exemption,” Section 15016(b)(3), which states that CEQA applies only to projects which have

the potential for causing a significant effect on the environment. It can be understood with certainty that there is no possibility that the designation of a historic landmark could have a significant effect on the environment, and therefore, is not subject to CEQA.

SECTION 2. DESIGNATION OF HISTORIC LANDMARK FINDINGS

Based on the evidence presented at the public hearing, on the evidence contained in the City Council staff report, the Cultural Heritage Commission staff report and associated attachments, and other records of proceedings, the City Council considered the applicable designation criteria contained in the Cultural Heritage Ordinance and makes the following findings, pursuant to SPMC Section 2.63(a)(2) for designation of the Mary E. Sowards House located at 807 Bank Street:

- (A) *That the designation of landmark or historic district is consistent with one or more of the purposes set forth in SPMC 2.58B; and***

The designation of 807 Bank Street as the Historic Landmark is consistent with the purpose of the Cultural Heritage Ordinance for identification, protection, enhancement, and preservation of structures, sites, and areas that represent the City's heritage and character. The proposed Historic Landmark represents the post WWII residential development theme related to a higher demand for housing in Los Angeles County. At this period, architects started to build on hillside properties that were seen as expensive or undevelopable before. The Sowards House is located on a hillside and exemplifies the common mid-twentieth century Modern Ranch home. Thus, the designation of the proposed Historic Landmark will help promote the City's sense of place as it will preserve, maintain, and safeguard the City's heritage and character, will reflect the phases of the City's history, and will foster pride in the ownership of the City's historic resources.

- (B) *That the landmark or historic district meets one or more of the criteria for designation listed in subsection (b) of this section; and***

The proposed Historic Landmark qualifies for designation under Criteria (1), (4), (6), and (7). The home was constructed in 1959 and represents some of southern California's suburbs post WWII. The home characterizes Modern Ranch style of architecture that arose from 1935-1975. As stated in the historic resource evaluation report, "Authenticity of period (Mid-Twentieth Century Residential) and style (Modern Ranch) is evident in the "L" plan with wide street-facing façade, the structure's low, horizontal massing, the recessed entry with brick surround, an open interior plan, and fenestration that provides "privacy with a view." Mary Sowards was an admired educator of South Pasadena High School students and resided at the home until 1971. Architect Theodore Pletsch's (1901-1994) who designed the Sowards House established his practice in 1927 and practiced in Southern California for four decades, retiring in 1981. He built more than three hundred projects, the majority of them custom designed single-family residences for clients in Pasadena, San Marino, and South Pasadena. Overall, the Sowards House retains historic integrity and is a prime example of a Modern Ranch house with a high level of attention to materials and details.

(C) *That the landmark or historic district possesses historic integrity of location, design, setting, materials, workmanship, feeling, or association.*

The proposed Historic Landmark possesses historic integrity of location, design, setting, materials, workmanship, and feeling. Common Modern Ranch style character-defining features include wide overhangs, front entry located off center, asymmetrical façade, and large windows, and shutters. The architectural elements indefinable in the Sowards House include the floor to ceiling glass, folding wood shutters, “L” shape plan, overhang eaves with exposed and rounded rafter ends, and the recessed entry. The materials and workmanship can be seen in the board and batten siding, overhang eaves, interior ash paneling, in-pocket doors, and built-in cabinets. Thus, the Sowards House is an excellent representative of Modern Ranch architectural style, and reflects the mid-twentieth century design.

SECTION 3. ADDITIONAL FINDINGS FOR HISTORIC LANDMARK

In addition to the findings in Section 2 above, the City Council also makes the findings as required for designation of historic landmark pursuant to SPMC Section 2.63(a), based upon the recommendation of the Cultural Heritage Commission, that the proposed Historic Landmark qualifies for designation under criteria (1), (4), (6), and (7) of SPMC Section 2.63(b):

1. *Its character, interest or value as a part of the heritage of the community;*

The Sowards House (1959) receives mention in historic surveys the City of South Pasadena commissioned in 2001 (“potential historic significance”), 2003 (“eligible for special consideration in local planning”), and 2007 (“appears to be individually eligible for local history or designation through survey evaluation”). In 2017 a citywide historic survey identified the period 1935-1970 as one of significance for historic status. Development of Bank Street and the district surrounding South Pasadena High School from a Spanish-Mexican era rancho to the post-conquest Hunt Tract is entwined with histories of pioneer residents including D.M. Graham and members of the Fletcher, Church, McNitt, and Wishart families. Client Mary Sowards was reportedly an admired and beloved educator of South Pasadena High School students. Architect Theodore Pletsch was commended widely as “the builder of San Marino” defined broadly to include South Pasadena and the western San Gabriel Valley.

4. *Its exemplification of a particular architectural style of an era of history of the city;*

The Modern Ranch style was one among a suite of mid-century styles associated with Southern California. Merchant builders adopted the “California Contemporary” for postwar tracts in residential suburbs on the edge of cities in the northeast and southwest. The Sowards House is representative of residential development in Southern California’s first ring suburbs after WWII. An in migration of job seekers during the defense emergency, coupled with family formation after the WWII, heightened the demand for housing in Los Angeles County. Communities developed in an earlier era, like South Pasadena, had limited land for new construction (Monterey Hills and Raymond Hill were the exceptions). Mid-Twentieth Century residences are found in tracts of three to ten lots and as single dwellings that infill existing neighborhoods. In many cases these structures were constructed on hillside or hilltop lots previously viewed as

unbuildable or too expensive to improve. The Sowards House is Modern in its open space planning, its unadorned construction, and the integration of indoor and outdoor spaces. It is Ranch-like in its elongated plan and horizontality, in the architect's use of textured materials and tactile finishes, in its handcrafted construction, and in its facilitation of casual living.

6. *Its identification as the work of a person or persons whose work has influenced the heritage of the city, the state or the United States;*

As stated in the Landmark application, architect Theodore Pletsch (1901-1994) was trained at USC in the 1920s, established his practice in 1927, secured limited commissions during the 1930s depression, and then entered into a highly prolific four decades, retiring in 1981. Office records archived at the Pasadena Museum of History document more than three hundred projects, the majority custom designed single-family residences for clients in Pasadena, San Marino, and South Pasadena. Pletsch's work is associated with California.

7. *Its embodiment of elements of outstanding attention to architectural design, engineering, detail design, detail, materials or craftsmanship;*

According to the Landmark application, Authenticity of period (Mid-Twentieth Century Residential) and style (Modern Ranch) are evident in the "L" plan with wide street-facing façade, the structure's low, horizontal massing, the recessed entry with brick surround, an open interior plan, and fenestration that provides "privacy with a view." Integrity of materials and workmanship is manifested in board-and-batten siding, overhanging eaves with exposed and rounded rafter ends, interior ash paneling and built-in cabinets, a patio seating wall, and motor court planter beds of brick. Intactness of character defining features is apparent in floor-to-ceiling expanses of glass, in folding wood shutters that define activity zones, in pocket doors, and in period appliances original to the house.

SECTION 4. RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, which include, but are not limited to, the staff reports, as well as all materials that support the staff reports for the proposed designation, are located in the Planning and Building Department of the City of South Pasadena at 1414 Mission Street, South Pasadena, CA 91030. The custodian of these documents is the City Clerk of the City of South Pasadena.

SECTION 5. DETERMINATION

Based on the evidence presented in the staff report, testimony received during the public hearing, minutes, other records of proceeding, and its findings herein, the City Council hereby approves the designation of 807 Bank Street, known as the Mary E. Sowards House, as official Historic Landmark Number 56.

SECTION 6. CERTIFICATION OF THE RESOLUTION

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

SECTION 7. FILING WITH THE COUNTY CLERK

The City Council directs the City Clerk to file the appropriate designation with the office of the Los Angeles Registrar-Recorder/County Clerk.

PASSED, APPROVED AND ADOPTED ON this 19th day of May 2021.

Diana Mahmud, Mayor

ATTEST:

APPROVED AS TO FORM:

Lucie Colombo, CMC, CPMC
City Clerk
(seal)

Teresa L. Highsmith, City Attorney

**CITY OF SOUTH PASADENA
CITY CLERK'S DIVISION**

**CERTIFICATION
OF
RESOLUTION**

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

I, Lucie Colombo, CMC, CPMC, City Clerk of the City of South Pasadena, do hereby certify that Resolution No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 19th day of May 2021, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUCIE COLOMBO, CMC, CPMC
City Clerk

Exhibit “A”

State Department of Parks and Recreation Form

807 Bank Avenue

ATTACHMENT 2
Staff Report and Attachments from
February 18, 2021 CHC meeting
([Click Here](#))

ATTACHMENT 3
Historic Resource Report

A photograph of a modern dining table and chairs on a balcony. The table is round and white, with a pedestal base. There are two chairs, one white and one white with a red seat. The balcony has a wooden floor and a glass railing. In the background, there are trees and mountains under a cloudy sky.

Historic Resource Application

DRAFT

14 - 15

Sowards House
807 Bank Street
South Pasadena, CA 91030

Prepared by
Greg Hise, Historian
807 Bank St
Pasadena, CA 91030

Greg Hise trained for and practiced architecture before obtaining a doctoral degree in architectural history at UC Berkeley in 1992. Hise has authored, co-authored, or co-edited six books and more than twenty-five articles examining the built and natural environments of cities. His studies of metropolitan Los Angeles have received multiple prizes and have appeared in journals and anthologies in the U.S. and Europe. Hise is Emeritus Professor of History, University of Nevada - Las Vegas (UNLV) where he taught for a decade following fifteen years as a member of the faculties of Planning, Geography, and American Studies & Ethnicity at the University of Southern California (USC). Presently he is a scholar-in-residence at the Huntington Library.

1. INTRODUCTION

The Sowards House (1959) is a modern residence designed by Theodore Pletsch in the South Pasadena High School neighborhood. This application follows the Planning Department’s recommended outline for Due Diligence Evaluations for a Historic Resource Evaluation Report (HRER).



Vicinity map

Location

807 Bank St
Cross street: Meridian Av.
Neighborhood: South Pasadena High School area

Assessors Parcel & Lot Size

Assessors Parcel Number:
5314-019-021
Lot Size: 12,659 SF (.31 acres)

Current Historic Status

Currently, the Sowards House is without historic designation. It receives mention in historic surveys commissioned by the City of South Pasadena.

In the 2001 Historic Survey (Historic Resources Group) the Sowards House was identified as having “potential historic significance”.

In 2003 a reference to Appendix B specifies 807 Bank St as “eligible for special consideration in local planning”.

In 2007 Item 563 from Technical Assistance Bulletin (p. 5) states 807 Bank St “appears to be individually eligible for local history or designation through survey evaluation”.

In 2017 a South Pasadena Historic Survey context statement (Historic Resources Group) noted 1935-1970 as a period of significance and estimated 2,567 properties in the City Inventory of Addresses could be recommended for historic status.

2. BUILDING + PROPERTY DESCRIPTION

a. Exterior Architectural Description

West & South “Public” Elevations

Visitors who approach the Sowards House ascend a private drive from a cul-de-sac at the terminus of Bank St. In plan the residence is a rotated “L”. The facades facing south and west are intentionally unassuming, notable for the ratio of solid wall (high) to fenestration (low) intended to instill a sense of privacy. The entry sequence begins in the motor court on the southwest quadrant of the site. Horizontal windows, two on each face, recede from view under extended eaves and within the dominant motif of vertical boards and battens. The 1x12 (true dimension) redwood siding was run to the eave. Attic ventilation is delivered via a slot where the fascia meets the board roof sheathing (a screen vent would interrupt the visual uniformity). Approaching the front door a window in the kitchen leads the eye through that room, past the rear patio, to a far view of Mt. Baldy and the San Gabriel Mountains. One appreciates immediately Pletsch’s attention to topography, to sunlight and shade, the control of solar heat gain, and composed views.

The primary design element of the public facades is the main entry, located at the crux where the west and south elevations meet. Used red brick laid in a semi-circle forms a step to a landing with decorative pedestals of the same material. A four-panel side light of antique seedy glass draws the eye in but suggests more than it reveals.

The architect specified used brick for planter walls that demarcate the motor court. A two-car garage (a standard amenity for post-WWII houses) is sited at the south end of the west elevation.

4



East “Private” Elevation

The east elevation, opposite the motor court, is both the least accessible to view (it can be glimpsed from but a few locations on Meridian Ave.) and the most open in terms of fenestration (floor to ceiling sheets of glass) and views (encompassing a majority of the San Gabriel Valley from Pasadena and La Canada-Flintridge to the north, to Whittier to the south, and east to the San Gorgonio and San Jacinto peaks). Mid-range views -- of Mission Street and Metro’s Gold Line to the north, Fair Oaks Avenue and Pasadena High School to the east, and Huntington Drive to the south -- fix the house in its South Pasadena context.

Windows in the kitchen and hobby room (originally a screened porch) are punched openings in the stucco east façade. Another feature of this elevation is a deep roof overhang, designed to shade the house from morning sun to reduce glare and heat gain. An aluminum sliding glass door (Marshall Aluminum Products, Los Angeles) original to the house provides access to a private patio, laid in used brick, and a parterre garden. At the south end of the east elevation doors open to the hobby room, a garden and tool storage area, and the garage.



North “Private” Elevation

The façade facing north is notable principally for a wood deck constructed on posts. From the deck you can view South Pasadena’s iconic water tower, La Canada-Flintridge, Pasadena, Altadena, and the San Gabriel foothills. From there the site drops off to a driveway that provides access to 809 Bank. A mature oak provides a sense of residing in a hillside grove.

The distinctive design element of the north elevation is the full height window wall at the living room and an aluminum sliding door with two fixed panels of floor to ceiling glass at the second bedroom. The stucco finish ties this elevation visually with the east and south facades. A master bedroom wing, also faced with stucco, has a ribbon of sliding aluminum windows that overlook a micro-patio made private by a landscape fence.

South “Private” Elevation

The south elevation encloses the garage and overlooks the rear of properties, undevelopable, that front on Rollin Street. The hillside is an informal open space and a habitat for animals ranging from coyote to gopher as well as an assortment of birdlife from finches to hawks, owls, and ravens. This elevation is finished in stucco and has a window placed to light the garage while controlling for heat gain.

- 6 Overall the house exterior is mostly intact per the architect’s drawings with the exceptions of a screen porch converted into a “bonus room” and the relocation of storage sheds from the south façade of the garage to its east wall.

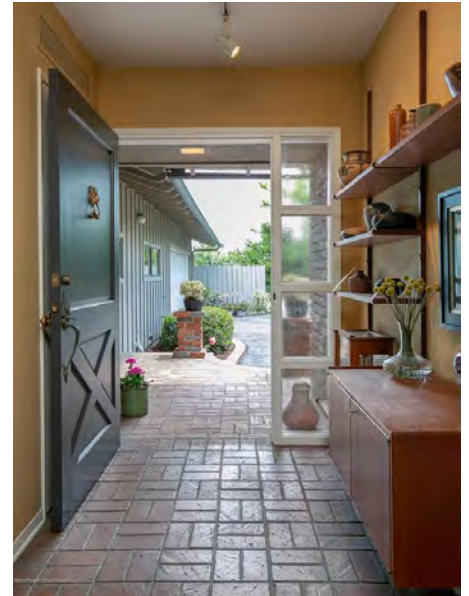


3. INTERIOR DESCRIPTION

b. Interior Architecture Description

The interior architecture is tied with the exterior in a seamless manner. The used brick employed for the landing and door surround in the recessed entry was continued into the vestibule as interior flooring.

Wood paneled walls of vertical 1x12 "V" beaded ash boards with a pickle finish repeats the board and batten siding of the entry facades. The major view rooms, living-dining and "Bedroom #2 (as per construction documents), are linked spatially and formally by a cabinet-fireplace-storage wall of ash (boards and finish-grade plywood veneer) and used brick. The masonry fireplace surround is flanked by built-in shelves above cabinets with doors that open to the living room and the bedroom designed as an entertainment hub for television and stereo equipment. Cove lighting in the living-dining zone washes the ceiling with a uniform, ambient glow.



7



8

An ash half-height wall and kitchen pass through define activity zones in the otherwise open plan public wing. The kitchen and adjoining service kitchen have casework of ash veneer plywood and period stainless steel appliances, including stacked ovens. A row of cubbies for spices and kitchen tools with sliding doors (of Formica on Masonite) is an efficient use of the space between the countertop and the pass through. Two three-quarter bathrooms, both en suite, and the master bedroom complete the plan.

Folding wood shutters were used for adjustable privacy screens between the living room/dining room, dining room/kitchen, and entry/Bedroom 2. Pocket doors permit long open views across the floor plan. A wide interior hall doubles as a dressing area.





10





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Low voltage relay wiring (an electrical system popular in the 1950s and 1960s, prized for its economy and ease of installation) is still functional and utilizes small push-button switches. A central lighting control panel remains in the Master Bedroom. Cove lighting illuminates the living and dining room at night.

Modest changes over the last sixty years such as enclosing the "Screened Porch", relocating exterior storage sheds, a bathroom upgrade -- all retain the original house footprint, period style, materials, and systems.



12

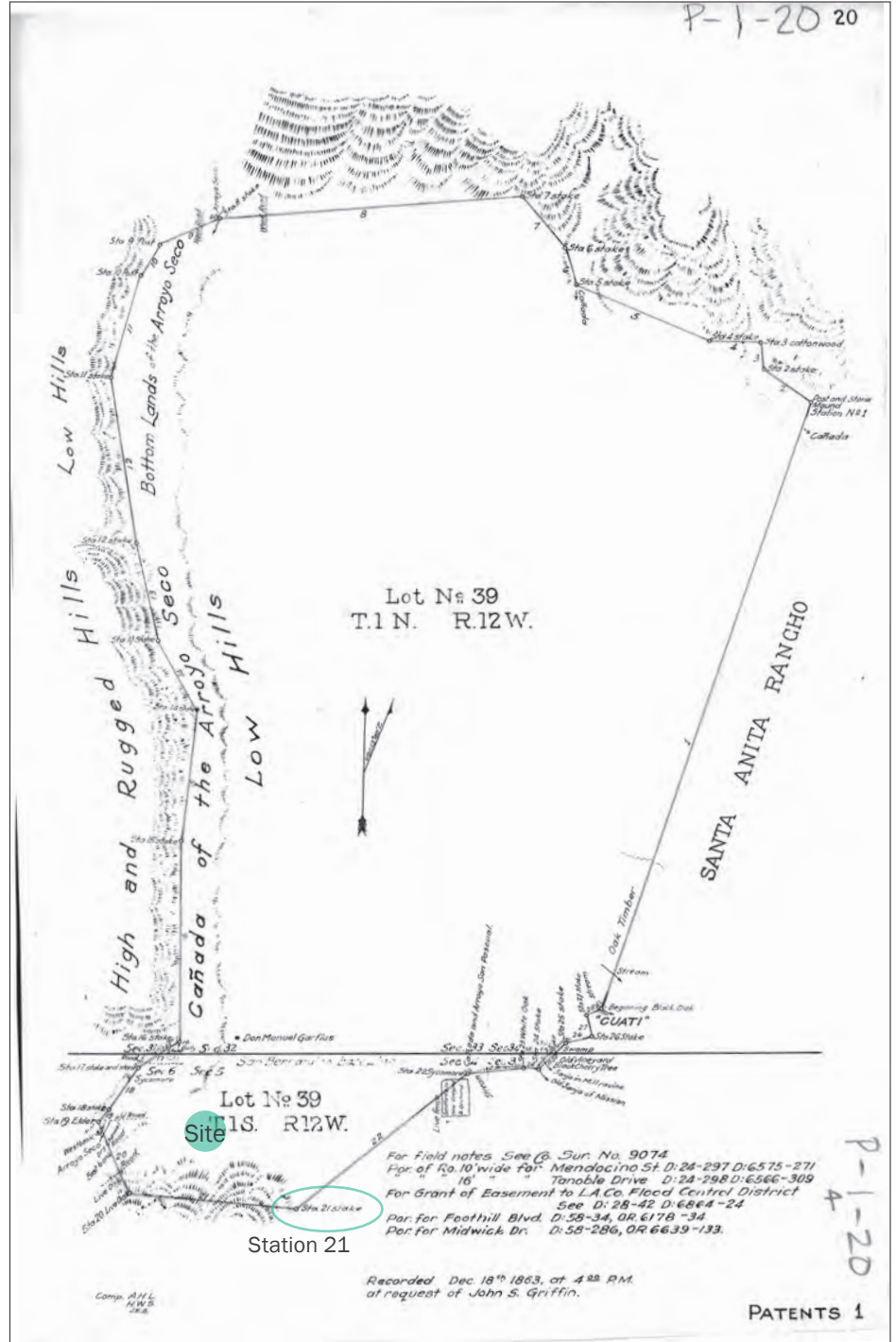
The construction documents for 807 Bank St. do not include a landscape plan or a plant list. The signature elements of the planted site are an olive tree (which an arborist estimated could be a remnant from a grove that predates the house), two California live oaks, and an undated parterre garden that extends the east facing outdoor room from the brick patio to a line where the site recedes to the south and east.¹



4. SITE HISTORY

The Neighborhood

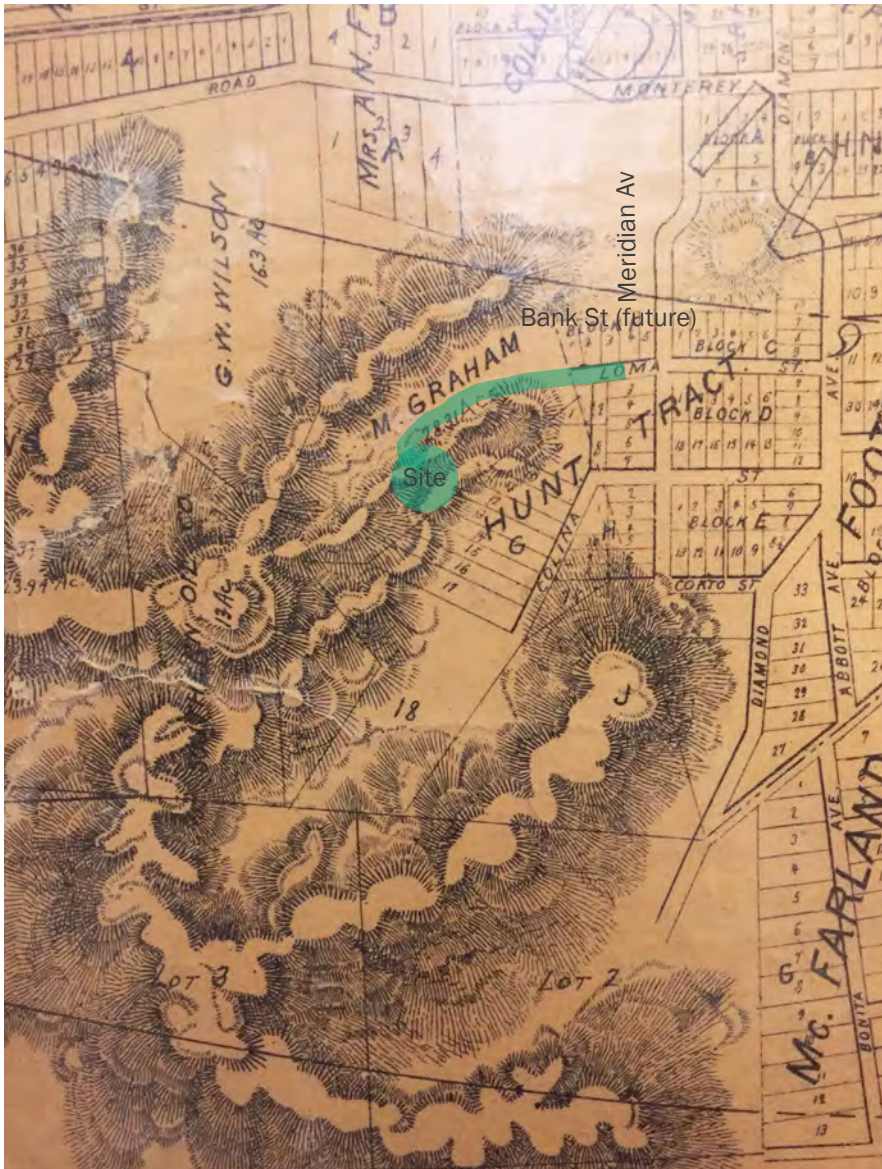
In 1858 cartographer Henry Hancock filed a map of the San Pascual Rancho with the U.S. Surveyor General's office in San Francisco. Hancock delineated "low hills" along the east bank of the Arroyo Seco, a geological feature on which the Mary E. Sowards House would be constructed a century later. On the patent document Hancock recorded that fifteen years after the Mexican government's 1843 grant of 13,693 acres to Lieutenant Manuel Garfias his title to the land had "finally [been] confirmed."² As he walked the rancho boundary Hancock noted the location of a wooden stake at the southeast of Garfias' property. That marker, Station 21, is the datum point Civil Engineer J. Norton fixed as he surveyed the Hunt Tract three decades later. The south line of that tract followed the rancho boundary. An "Amended Map of the Hunt Tract" dated 1887 delineates eight blocks, labeled A to G, bounded by Diamond Ave. (east), Monterey (north), the rancho boundary (south), and the west line of lots fronting present day Rollin St. (then Colina St.).³



San Pascual Rancho Survey, 1858 (Recorded 1863)

14

Attorney Robert N. Bella, President of the Pasadena Chamber of Commerce, had divided the Hunt Tract as town lots, presumably for sale. The 1887 map identifies D.M. Graham as owner of land west of the Hunt Tract, a portion of which he had improved with a residence, Wynyate, and landscaped grounds. In 1888 he would serve as South Pasadena's first mayor following municipal incorporation. The Mayor resided on Lyndon St. until he died three years later. His wife, author Margaret Graham, and his family retained the house and land. It likely was Margaret who transferred a portion of the Graham family property holdings to a new owner and that a transaction such as that was the genesis for a survey and map. The county recorded Map No. 1529 in February 1912. That map, the work of City of South Pasadena Engineer Ben Dupuy, delineates 14.7 acres west of Block G (Amended Hunt Tract) as Parcel 4, the ground on which Bank St. (then Loma St.) west of Meridian and the Sowards house would be constructed.⁴



Map of Pasadena Area, Pasadena Museum of History, 1858 (left). Map of Hunt Tract, 1887 (below).

15



In July 1947 engineer Leonard H. Goudy recorded Map No. 14526, Book 306 pages 5 and 6, which delineates the subdivision that continued Bank St. to the cul-de-sac. Nine owners of record -- Elizabeth McNitt, Helen Wishart, four members of the Church family, and three Fletchers -- signed the legal instrument. The first signatory, Clyde M. Church, had made a career in finance, as President of South Pasadena Savings Bank (incorporated 1904), in business as a real estate developer and owner of the Rialto Theater (South Pasadena) and the Highland Theater (Highland Park), and as a Municipal Court judge for the City of Pasadena. A sister, his spouse Isabelle, and their daughter Evelyn signed as co-owners. The family resided on Milan Ave. Relatives of attorney Louis Fletcher and spouse Gertrude were among the Indiana Settlers. Through inheritance Louis and Gertrude owned nearly two hundred acres of land between Columbia and Mission streets. In 1941 and again in 1953 they were recorded as residing on Stratford along with Elizabeth McNitt and her attorney husband. Helen C. Wishart, a widow, resided on Lyndon St., a block north and parallel to Bank St.

16



Aerial of South Pasadena, detail of neighborhood before Bank Street was constructed, 1927, UCSB Library Collection

The Client

Mary E. Sowards (1908-1989), a teacher who specialized in biology during a long tenure at South Pasadena High School, was the client for 807 Bank St. Students who eulogized Sowards for an alumni publication credited her with prescience regarding the significance of ecological theory for science and for instilling in them a passion for wilderness.⁵ City directories from the 1950s record Sowards residing at 1460 Garfield (at the border of South Pasadena and San Marino) and then at 1615 Camden Parkway (in South Pasadena). She affixed the latter address to the building permit the city issued when it approved construction of a single-family residence at the Bank St. site. (See aerial photo) Archival sources are silent regarding the process by which Sowards came to employ an architect, the nature of her collaboration with Theodore Pletsch, either party's assessment of the project, and additional facts of history. That said, it is likely location, the proximity of the parcel to Sowards's workplace, would have been a strong factor. It is also likely Pletsch's reputation and the portfolio of residences he had designed in South Pasadena and its surrounds would have recommended the architect to this client. Sowards's public persona as a memorable teacher invites conjecture she may have had first hand knowledge of the architect's residential projects. Less speculative is Sowards's assessment; she resided in the house until retirement c1971; longevity suggests the house suited her. Pletsch offered his client good design for a budget a teacher could afford.



Mary E. Sowards, South Pasadena High School Alumni Association



Theodore L. Pletsch, San Marino Heritage

The Architect

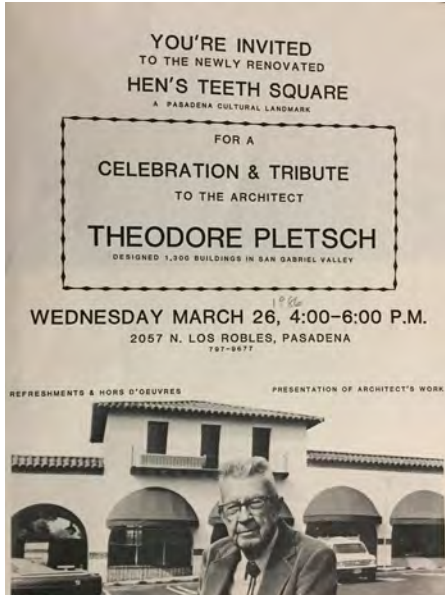
Theodore Pletsch (1901-1994) designed the “modern ranch” residence at 807 Bank St. in 1958. That year he completed eleven houses, the majority in Pasadena and South Pasadena, as well as an office building and a Memory Garden in South Pasadena and Brea respectively. Given the resources of time and energy an architect practicing as a sole proprietor expends on securing clients, developing a program, articulating the design, consulting with technical experts and tradespeople, acting as an owner’s representative, Pletsch’s house-a-month plus pace warrants a note. During a career that spanned more than fifty years Pletsch impressed clients and professional peers with the number of projects undertaken (he claimed to have completed more than 1,000 commissions from 1927 to 1981) and his stylistic proficiency (which he attributed to an ability to ascertain clients’ preferences and to deliver a design they aspired to).⁶ Purists question the veracity of that approach and label Pletsch and his ilk “revivalists,” designers who crib from the past. In fact, designing in the manner of past idioms and doing so well requires considerable knowledge and skill. More challenging still is the ability to take a known style and meld that with contemporary living. Pletsch’s colleagues and clients believed he achieved both.

His reputation then was that of a regionally significant practitioner. Style setters included Pletsch among the most revered and sought after architects in southern California, a cohort of “masters” such as Wallace Neff, Cliff May, Richard Neutra, Smith & Williams, Howard Zook, John Lautner, and Donald Hensman. Houses he designed were featured regularly in the real estate sections of newspapers and magazines and on house tours in company with H. Roy Kelley, Howard Bissner, Kenneth Gordon, Donald McMurray and other designers whose approach to architecture was inclusive in terms of style. Pletsch’s contributions to the built landscape of southern California are comparable to these architects.⁷

Over the course of a decades long career Pletsch collaborated with landscape architects including acknowledged masters Florence Yoch and Ruth Shelhorn. Photographers who documented Pletsch-designed houses for publication and publicity included Max Tatch, J. H. Maddocks, and Harry H. Baskerville, jr. who published in high-end shelter magazines and were in the tier of commercial photographers just below Julius Shulman (a tier of one).

An interest in residential architecture from the decades following World War II has revived his reputation. The reputational trajectory of his peers suggests Pletsch’s legacy will be brought into focus via research, publications, and the market for houses from the mid-twentieth century. In sum, Theodore Pletsch is poised to return to the stature he enjoyed formerly as a mainstay in the firmament of architectural design in Southern California during the twentieth century.

18

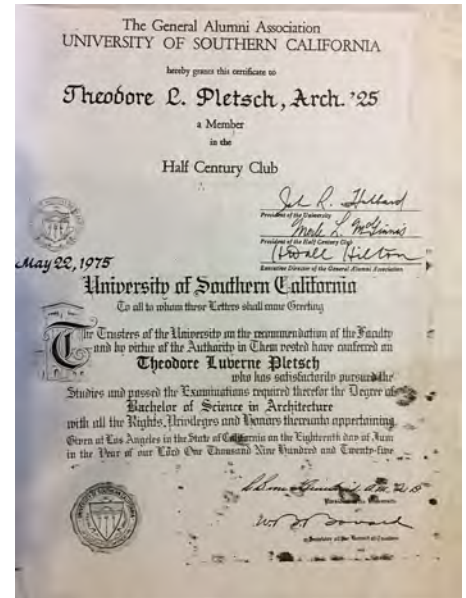


In March 1986 the Pasadena Landmarks Commission organized a “Celebration and Tribute” to the designer of “1,300 buildings in the San Gabriel Valley,” Theodore Pletsch. The Commission held the event at Hen’s Teeth Square, 2057 N. Los Robles, recently refurbished and an early example of a drive-in market. At the time of completion, in July 1930, newspaper accounts praised the design as the “last word in superservice stations.” Pasadena Historical Society.

His Practice

Pletsch was born November 29, 1901 in Iowa Falls, IA. In 1912 the family moved to Pasadena where he attended high school (graduating in 1920) and then entered Caltech (where he studied chemistry). For an oral history conducted in 1981 (and updated four years later) Pletsch recalled a summer of construction work as the impetus for leaving Caltech and pursuing a career as a designer.⁸ Receipt of an undergraduate degree from USC's School of Architecture in 1925 opened the office doors of Wallace Neff, Bennett & Haskell, and Marston, Van Pelt, and Maybury and to experience as a draftsman for commercial and residential design.⁹ During a brief tenure with Bennett and Haskell, Pletsch worked on the reconstruction of facades along Colorado Blvd. between Fair Oaks and Marengo in Pasadena (which the city had removed to widen the roadway) and a set of period revival storefronts – Spanish Colonial, Monterey Colonial, and New England rowhouse – on Green. The latter have been designated Structures of Merit.¹⁰ Pletsch has been credited with the design of 609 E. Green, a two-story building for retailer Alice Newcomb with a shop below and a residence above, notable for its black tile façade.¹¹ In 1927 Pletsch designed a two-story commercial building on East Colorado Blvd. (a project credited to the firm Pletsch & Price) which served as his office. In April 1930 the State of California issued architectural license C 27 to this fledgling practitioner.¹²

In the interim Pletsch had moved his office to 170 East California Blvd. adjacent to his former employer Wallace Neff. Finding work was the next order of business. It would defy logic to identify a less auspicious time to secure commissions; the boom economy of the 1920s, which had encouraged speculation in finance and real estate, peaked mid-decade. The frantic sell off of stocks in 1929 came four years in to a collapse of the building industry that would last until the onset of WWII when the demand for war armaments made the construction of housing for defense workers a national duty.



USC "Half Century Club" recognition, 1975 (above); Theodore Pletsch and wife Amy, 1929 (below); 1341 East Colorado Avenue office building, Pletsch & Price Architects (left), San Marino Heritage.



In the midst of the Great Depression municipal officials and chambers of commerce encouraged those who had the resources to do their civic duty and stimulate local economies by building. Public displays of up-to-date houses, constructed in civic centers often adjacent to city halls, drew visitors eager to fulfill a dream of ownership in single-family houses with modern appliances and services. In 1935 the Better Housing Bureau of Pasadena enlisted architect Cyril Bennett, partner in the firm Bennett and Haskell, to judge entries submitted for a competition to design a prototypical home of tomorrow. Bennett chose the plan his former employee Pletsch submitted, which meant the latter's proposal would be constructed at Garfield Ave. and Holly St. facing the primary entrance to City Hall.

The *Star-News* reported 39,000 persons paid ten cents for admission and a chance to own the house via a lottery. Once inside visitors previewed innovations in floor plan, mechanical and construction systems, appliances, materials, and finishes Pletsch and colleagues, working in conjunction with the Federal Housing Administration (FHA), would make standard for small house architecture in the post WWII decades: an entry foyer that separated public from private space, rear yard family-centered leisure, unobstructed visual and physical connection between interior and exterior, engineered materials, electric appliances, cove lighting, built-in storage and niches for sewing, ironing, and other household tasks.¹³

In concert with other architects Pletsch sought to make better housing available to the many. In 1933 brick manufacturer Walter Simons engaged Pletsch to design a a 557 square foot single-family detached dwelling Simons intended to make available widely for less than \$1,000. In 1936 *Federal Savings and Loan Topics*,

Model House News article (below left) and Pletsch Model House Plan, 1935, Pasadena Museum of History.

20

March, 1935

PASADENA'S BETTER HOUSING PROGRAM

THE Pasadena Better Housing Bureau represents the local tie-in with the Better Housing Program of the Federal Housing Administration. The Pasadena Bureau was created by appointment of an Executive Committee by the Pasadena Chamber of Commerce at the request of the Federal Administrator. This committee is composed of: Cyril Bennett, Chairman, E. A. Lockett, Stanley Van Dyke, A. J. Hay, George S. Campbell, George L. Throop, Harlan G. Loud, Lathrop K. Leishman, William Alworth, Robert Ainsworth and William Dunkerley, Secretary.

The first activity of the committee was to make a survey of the City of Pasadena to determine what repairs, alterations and new homes might be required. This survey was taken as an SERA project and upon its completion, the Bureau was formed and an office established at 41 North Garfield Avenue, space kindly loaned by Postmaster Harold B. Byron. The survey developed a large number of projects for contractors in all of the building construction industries. These have been turned over to them as rapidly as possible.

In order to further stimulate interest in building construction, an Exhibit of Building Materials was established in the same quarters and thirty-four exhibitors are now showing their products in one of the best organized and most attractive exhibits Pasadena has ever seen. This is open daily to the public from ten to four o'clock. At the same time, construction was begun on a Model 5-room House, illustrated in this Bulletin. In this project, the committee has had the full co-operation of the Pasadena banks, material dealers, contractors and sub-contractors.

The House is truly representative of a community spirit guided in the interest of better business and employment. Already it has stimulated great interest on the part of our citizens. The first two days, over 1,100 people visited the Exhibit. In the Exhibit will be found a room devoted to drawings and sketches of various types of modern homes. This is the contribution of the Pasadena architects, all of whom have shown a willingness to respond and contribute to the general program.

Furniture Co., pine paneled room furnished in Early American; Crown City Mfg. Co., California Ponderosa Pine executed in vertical Boarding, millwork, built-in fixtures and Celotex tile board; Batchelder Tile Co., Batchelder Tiles, a fired clay product, Patina Glaze, Bathroom tiles, Vacuumed quarry floors, hand-made Paver floors; George L. Throop Co., displaying Anti-Hydro Water Proofing for basements, fish ponds, and swimming pools. Fade proof cement colors. Insulate walls; Payne Furnace & Supply Co., warm air heating and air conditioning basement furnaces, floor furnaces, Duplex register units, console heater; Truscon Steel Co., steel windows, doors and metal screens; E. Lockett & Son, showing U. S. G. Sound-proof, fire-proof and crack-proof metal lath plaster base and kindred products, cast stone; Monarch Roofing Co., specializing wood shingles and shakes, tile, composition shingles, asbestos shingles and built-up roofs; Rubens Caroselli Co., designed and manufactured the lighting fixtures in lobby and main office; E. O. May Co., exhibiting American Radiator Company hot water home heating equipment; Sears, Roebuck & Co., showing all steel sink and cabinet, Super Six Cold Spot refrigerator and Hercules water heater; Pasadena Lumber Co., showing Nu-Wood, a processed wood-clean wood, separated into individual fibres interlaced to form a multiple purpose board; Urban Lumber Co., presenting a miniature lumber yard and various building materials; Red Cedar Shingle Bureau, "Certified Shingles" to build a lifetime roof; The Woods Maytag Shop, featuring Norge Refrigerators and Ranges, Maytag, A.B.C., Hotpoint and General Electric products; Crane Co., showing a modern household water softener.

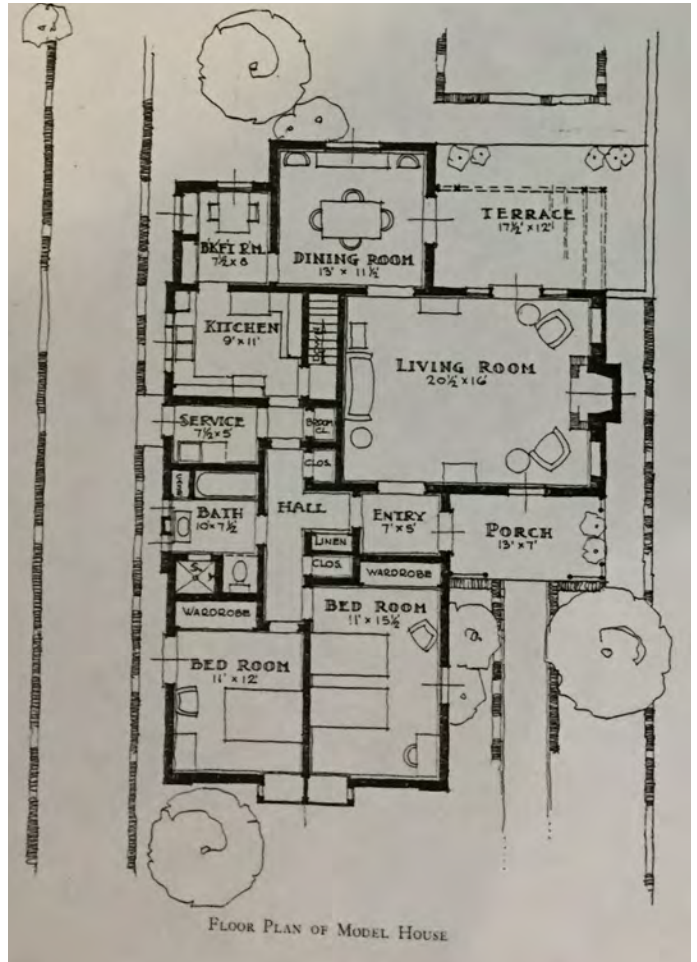
The expense of carrying on this program is borne by fees charged to the Exhibitors for service rendered and the cost of constructing the model house will be borne by contributions to the Bureau in the form of memberships at fifty cents each. All money contributed in excess of this cost, will be used in helping the building industry in general through the continuation of the Housing Bureau.

After the House has served its purpose over a period of a few months and is no longer needed for advertising purposes, it will be given to one of the subscribers to the Better Housing Bureau Fund.

The variety of materials and equipment embraced in the Building Exhibit is evidenced by the following list of exhibitors and products shown: Floyd S. Lee, showing brick, blue lining, terra cotta and "Heatilator"; J. H. Biggar



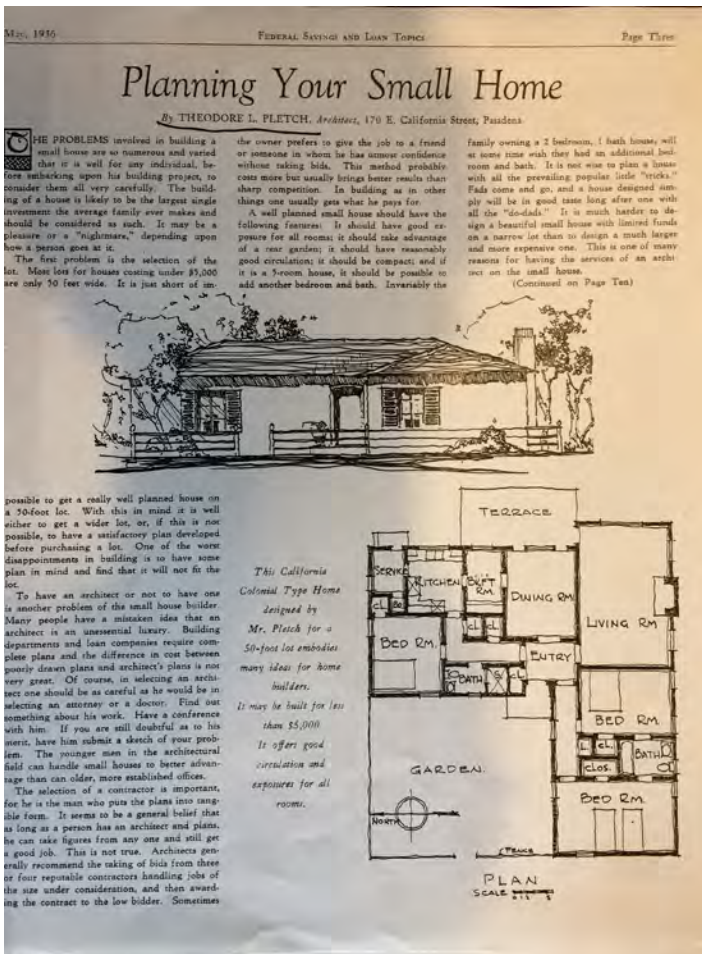
PASADENA'S MODEL HOUSE



an FHA bulletin, published Pletsch's essay "Planning Your Small Home" a "how to" (and "what not to do") primer for an "average family" embarking on a house project. The author emphasized functionality more than form or style. He advised those contemplating to build to employ technical experts, regardless of house size and budget. Pletsch asserts that the challenges of constructing a compact house are comparable to those encountered when building a large residence. In fact "it is harder to design a beautiful small house on a narrow lot than to design a larger and more expensive one." The key variables were to control sun exposure via siting, to devote a minimum area to interior circulation, to make the most of a rear garden, and to provide for future expansion.¹⁴ In the same year, 1936, with commissions still scarce, Pletsch designed a modest residence for his family to be built on a standard lot at 2140 Roosevelt Avenue in Altadena.

The Pletsch archive at the Pasadena Museum of History (PMH) documents the paucity of construction during the 1930s; the index lists six projects between 1927 and 1941, the initial decade and a half that Pletsch practiced. Beginning with the homefront defense emergency and accelerating after the armistice opportunities in architecture went from fewer than one commission a year to eight or more. The latter number is conservative, it is a count of projects listed in the index and represented by a job folder in the PMH's holdings. Pletsch referred frequently to the 1,300 structures he had designed, the building permits received in more than 100 municipalities, a majority in San Marino and Pasadena (purportedly twenty in Linda Vista alone), and fifteen in South Pasadena. Pletsch estimated he had deposited drawings for 800 projects at Pasadena Heritage (PH). Office records archived at PMH document 288 single-family residences, eight multi-family structures, and twenty-eight commercial or institutional projects.¹⁵

FHA Bulletin "Planning Your Small Home" by Theodore Pletsch, 1936 and The Oaks sales pamphlet, 1941 Pasadena Museum of History.



Sample page from Pletsch Collection finding aid (Box 27 contains Mary E. Sowards House materials), Pasadena Museum of History

13.

THW THEODORE L. PLETSCH COLLECTION

BOX VIII Cont'd.)

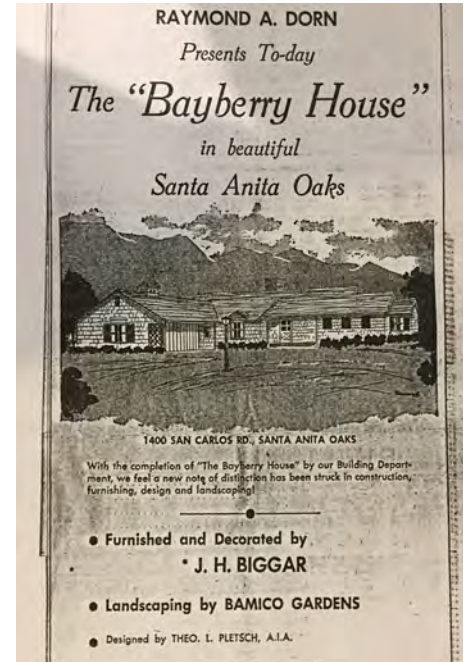
<u>Folder</u>	<u>Name</u>	<u>Location</u>
25	Snaer, Dr. & Mrs. Wm. R. (Alterations to Residence)	1440 Bellwood Rd., San Marino, CA (1968)
26	Sorge, M/M Bart W.	Oaklawn Rd., Arcadia, CA (1955)
27	Sowards, Mary E.	Bank St., S. Pasadena, CA (1958)
28	Stein, Jr., A.E. (Warehouse)	Gladys & Del Rio, San Gabriel, CA (1946)
29	Stewart, M/M James (Alterations to Residence)	Chapea Rd., Chapman Woods, CA (1945)
30	Stewart, M/M James	Yale Ave., Claremont, CA (1948-1951-1954)
31	Stimson, Nancy & Charles (Four Residences)	Grand at Lockehaven, Pasadena, CA (1979)
32	Struve, M/M J.W.	Volante Dr., Arcadia, CA (1945)
33	Taecker, M/M Roy	1899 Starvale Dr., Glendale, CA (1961)
34	Tennison, DR. & Mrs. Wm. J.	Singing Wood Dr., Arcadia, CA (1947-1948)
35	Thomas, M/M A. Randall	1140 S. Oak Knoll Ave., Pasadena, CA (1964)
36	Thompson, M/M McKee	Virginia Rd., San Marino, CA (1950)
37	Titner, M/M Theo. H.	Alta Crest, Altadena, CA (1949)
38	Tuerk, Mrs. Jean R.	Woodstock Rd., San Marino, CA (1957)
39	Tuthill, M/M Arch	485 Columbia Circle, Pasadena, CA (1964)

BOX IXFolder

1	Valentine, M/M Henry (Alteration to Residence)	301 Hermosa St., S. Pasadena, CA (1966)
2	Van Nuys, M/M J.B. (Alterations to Residence)	1395 Ridge Way, Pasadena, CA (1961)
3	Van Nuys, M/M J.B. (Alteration to Residence)	1395 Ridge Way, Pasadena, CA (1962)
4	Vico Products (proposed office layout)	1808 Potrero, S. El Monte, CA (1979)

There is discrepancy in the accounting but the sum is unambiguous: clients valued Pletsch's expertise. He was a model for putting the customer first. Repeat business indicates satisfaction with services provided. The job files document twenty-eight instances of clients hiring Pletsch multiple times – for example a house in Pasadena followed by another in Glendale, or a second residence in Florida; or a private house then apartments, a retail or an income property. Over forty-two years three members of the Wilcox family – Franklin, Richard, and Toby – contracted with Pletsch for eleven projects, first in Pasadena then at various points south to Balboa Island.

In addition to his work with individual clients commissioning one-off houses Pletsch collaborated frequently with realtor-developers Raymond Dorn and Walter (aka Tim) Leimert, Jr. Dorn controlled a tract in east Pasadena and Arcadia that had been hived from former mission and rancho land. Following subdivision Pletsch assumed a role akin to that of an in-house architect designing demonstration houses to attract potential buyers -- who could replicate these plans on a parcel of their choice -- as well as houses for those with the means to afford custom design and construction. Dorn was the developer-builder and realtor of record for Santa Anita Village, a 200-acre tract of "low-priced houses along Huntington Drive on the famous Rancho Santa Anita." Articles in the *Star-News* and the *Los Angeles Times* highlighted Pletsch designs for defense workers and their families such as a "French Norman" priced at \$4,500.¹⁶ A 1939 publication "Real Estate and Industry," included renderings for custom houses in a variety of styles including a two-story Georgian attributed to Paul R. Williams. Buyers at both price points capitalized on the FHA loan program to secure financing.¹⁷



Newspaper advertisement, Los Angeles Times.



California ARTS & ARCHITECT

Photographs by George

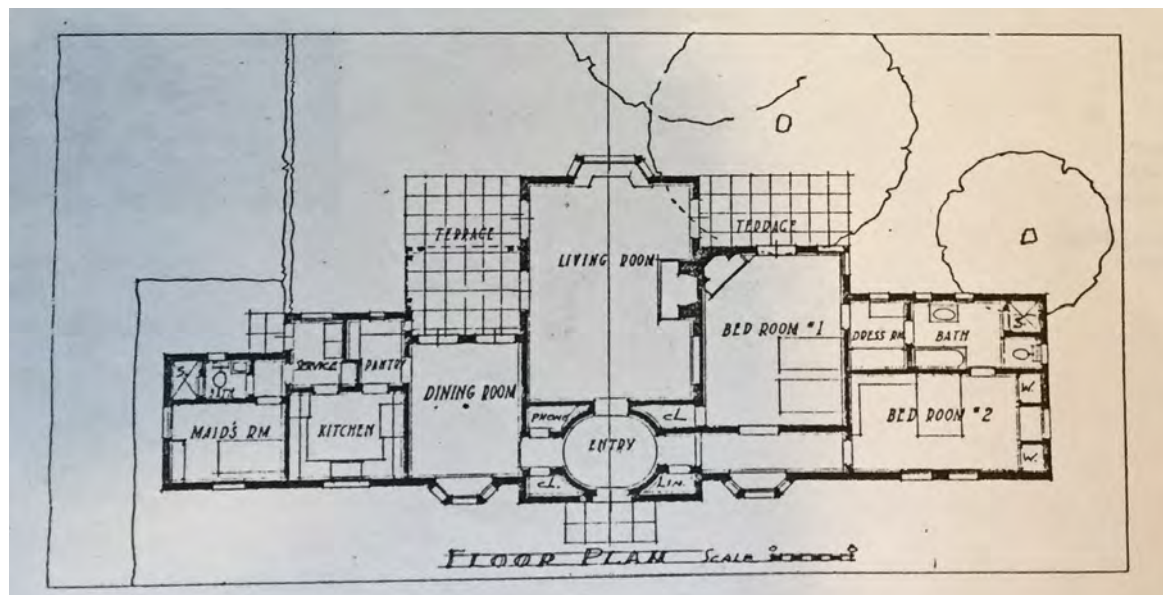
THE RESIDENCE OF MR. AND MRS. FRANKLIN K. WILCOX
in Chapman Woods, Pasadena, California

THEODORE L. PLETSCH, ARCHITECT

INTERIORS BY J. W. ROBINSON CO.

RICHARD K. WILCOX, LANDSCAPE ARCHITECT

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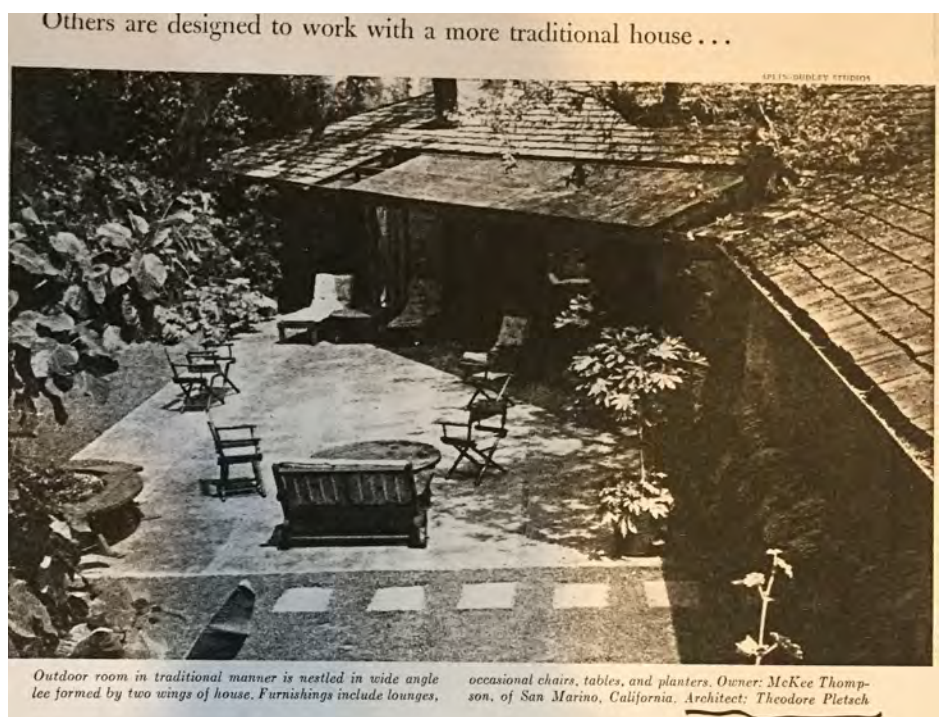
At the upper register of financial resources, *California Arts & Architecture* published a floor plan and rendering of the front elevation for a Chapman Woods residence, the initial Pletsch design for client Franklin Wilcox. The formal plan included a circular entry foyer, a grand living room for entertaining, multiple terraces, and a service wing with a maid's room and pantry. A June 1954 article "The outdoor room must fit your climate," used a 1950 Pletsch "V" plan designed for McKee Thompson to illustrate an "outdoor room in a traditional manner." The author offered advice to mitigate conditions that might keep residents from enjoying their outdoor rooms "seven months of the year."¹⁸

In the second oral history (1985) Pletsch singled out community builder Tim Leimert as a significant client; they had collaborated on thirty projects including shopping centers, office buildings, and residences. Leimert was a second generation developer who assumed the business his father, Walter Leimert, had established in northern California and then in Los Angeles where he developed Belvedere Gardens and the eponymous Leimert Park.¹⁹ Pletsch designed houses in adjacent View Park for the Los Angeles Investment Co. a real estate development firm with a long history of facilitating large construction projects.²⁰

Design Elements

Whether sited on a lot small or large, whether the lot was in a tract developed to house wage-earner families or elites, Pletsch employed a repertoire of elements that became signatures for his designs. He preferred "L," "T," and "V" floor plans and would site these with the ridge of the primary roof parallel to a street, hence his calls for land subdivision in lots wider than fifty feet. Regardless of the dimension, the plan type ensured walls of the built structure would function as two sides of an exterior room. Whether framing a terrace, patio, or garden Pletsch sized outdoor rooms comparably with an interior public space. Walls constructed and planted provided privacy which the architect sought to pair with framed views.²¹ He favored wood shake shingles or clay tiles for the texture these added to low-sloped pitched roofs. Where appropriate, deep eaves accentuate the horizontal roof plane so his small houses appear larger than they are. Vertical board-and-batten siding provides a visual tension with low slung roofs.

25



The Outdoor Room, Sunset Magazine, June 1954

Design Context for Sowards House

Pletsch's design for Mary Sowards is a type designers and architectural historians refer to as a "modern ranch." The house is modern in plan – for example the public area is a single, unencumbered space with half-height walls that suggest rather than define where one might relax or dine. It is modern also in the use of fixed glass spanning from floor to ceiling and aluminum sliding doors in the living-dining zone and Bedroom 2. It is ranch like in its functional informality; in the use of textured materials and tactile finishes (board and batten siding; wood paneling and built-in shelving; used brick foyer floor, fireplace hearth and surround); in the casual inter-relation between interior and exterior rooms; and in the sophisticated play of asymmetries.

The modern ranch is a regionally specific house type, intended to invoke a mythic Spanish past in Southern California. It is associated most with Cliff May, who worked almost exclusively in the idiom, and with architects such as William Wurster, H. Roy Kelley, Donald McMurray, and others for whom it was one in a suite of styles to be employed when site, client preference, budget, and related factors called for it.

The Sowards House is richly indicative of that context and of Theodore Pletsch's contributions.

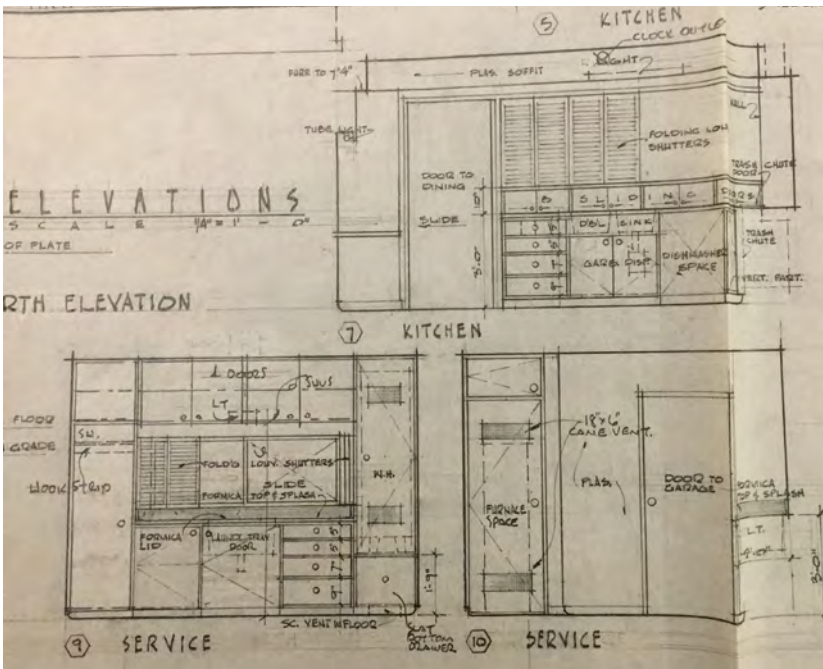
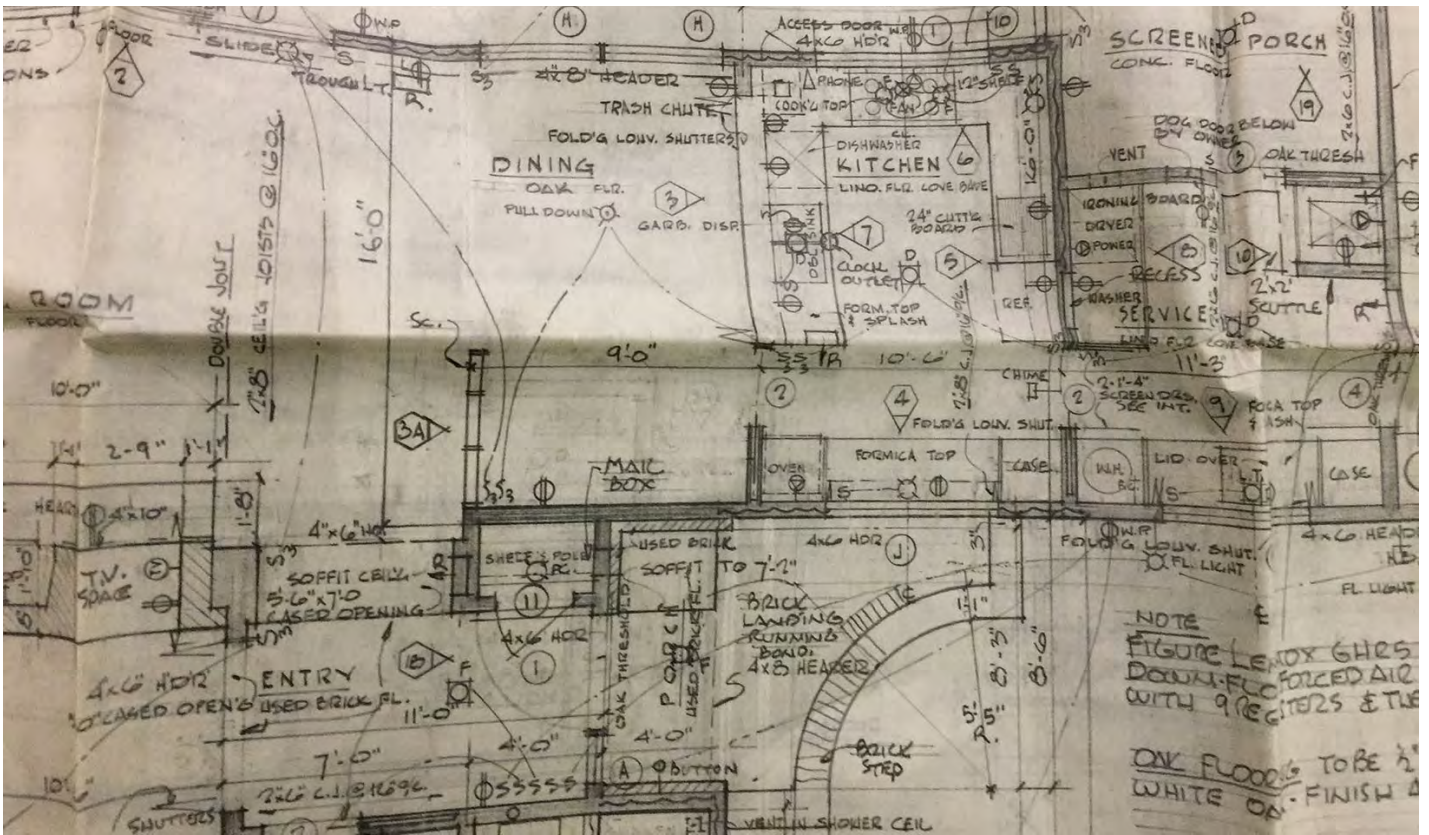
26



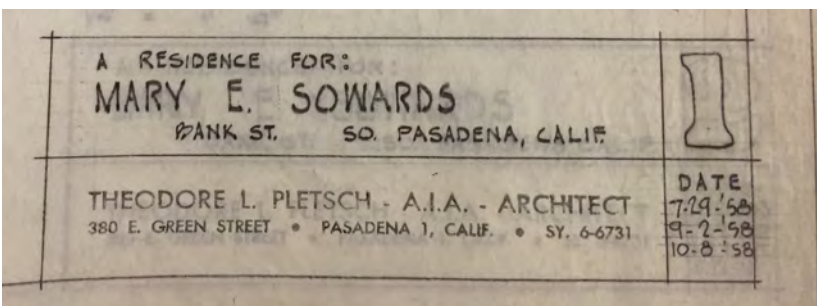
California Ranch House sketch by Pletsch, San Marino Historical Society



Aerial with Sowards House site work, 1958, UCSB Library Collection



27



Soward House sample of original drawings (Pasadena Museum History, Pletsch archive)



28

All measurements are approximate and not guaranteed. This illustration is provided for marketing and convenience only. All information should be verified independently. © Planomatic

Archival Repositories

Huntington Library
Pasadena Heritage
Pasadena Museum of History
San Marino Historical Society
South Pasadena Public Library
UC Santa Barbara, Special Research Collections (aerial photography)

Newspapers

California Digital Newspaper Collection (UC Riverside)
Desert Sun
Los Angeles Herald
Los Angeles Times (LAT)
Pasadena Star News

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Public Records

City Directories (Pasadena, South Pasadena, San Marino)
Los Angeles County Public Works, Land Records Information
Solano-Reeve Collection (Huntington Library)

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Lambrecht, Barbara. “Pletsch in Pasadena,” <https://www.usmodernist.org/AFS/AFS-2017-spring.pdf>

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“Unique Small Home Designed: Pletsch Plan Provides Charm for \$995 Price,” *LAT* 23 April 1933

End Notes

1 Estimated to be c100 years old based on circumference and height; see www.bigolivetree.com purveyors of mature species who date trees twelve feet in height at twenty years.

2 Garfias possessed the patent less than a year; the debt he incurred constructing a relatively large and well-appointed adobe residence forced him to sell the rancho and the family house to B.D. Wilson.

3 Book 14, Page 54 Miscellaneous Records, Los Angeles County.

4 "Tract No. 1529" Recorded Feb. 29, 1912, Book 12, Page 96 Miscellaneous Records, Los Angeles County.

5 South Pasadena High School Alumni Association webpage (http://www.sphsaa.org/class_profile.cfm?member_id=1430634). In retirement Sowards resided in Palm Springs where she served on the city's Commission on Aging and lived in a house designed for the entertainer Liberace.

6 In the course of two oral history sessions Pletsch offered similar quantitative accountings of his output. These range from 1,300 total buildings he credited to his firm (500 of which were residences and permits pulled in 100 municipalities). The documentary evidence, consisting principally of job files housed at Pasadena Museum of History (PMH), confirms 324 projects. There are five projects dated before 1941 at which time Pletsch had been in private practice eleven years. During the war he assisted Myron Hunt in planning Camp Pendleton and took work with Paramount and Warner Bros. as a set designer. Thus the great bulk of structures enumerated are 1946 and later. Additional attributed structures may be identified, confirmed, and added to the list of projects as the architect and his work become known more widely. The assessment this report presents is based on the project records in the Pletsch collection at PMH.

7 See for example "Radcliffe tour a blending of house : design," *LAT* 26 April 1959; "Radcliffe Home Tour Scheduled April 17," *LAT* 3 April 1966.

8 A photocopy of an annotated photograph in the Pletsch archive documents a summer position in 1924 as an "office boy" with the firm Marston Van Pelt. It is likely that experience contributed to a shift from science to architecture.

9 Nancy Impastato and Anja Wendel, "Pasadena Oral History Project: Interviews with Theodore Pletsch" Pasadena Heritage (1981 and 1985).

10 "Some Information to be used for city and county tributes to Theodore Pletsch on March 26, 1986" in Pletsch Oral History.

11 "Notable buildings huddle unnoticed on Green St." clipping in Pletsch Oral History.

12 A business card attached to the photograph of 1341 East Colorado Blvd. is the sole evidence Pletsch had a professional partner. An annotated clipping in the San Marino Historical Society collection identifies “Mr. Pletsch’s first office” with an arrow pointing to a structure, since demolished, adjacent to a building recognizable as 171 East California Blvd. at Pichler Alley. If the office on California was the “first office” for Pletsch’s proprietary firm it would resolve the seeming discrepancy.

13 See also “Here’s Floor Plan for \$4,600 Model House,” *Journal of Electrical Workers and Operators*, April 1935: 169. The Better Housing Bureau transported the demonstration house to a lot at 1010 North Holliston St.

14 “Unique Small Home Designed – Pletsch Plan Provides Charm for \$995 Price,” *LAT* 23 April 1933; Pletsch, “Planning Your Small Home,” *Federal Savings and Loan Topics*, May 1936: 3, 10.

15 “Theodore L. Pletsch Collection” Box VIII, Folder 27: Mary E. Sowards.

16 See “These Homes Emphasize Southland’s Lure,” *LAT* 14 Jan. 1940. In response to a prompt from the researcher conducting his oral history Pletsch attributed 100 plus houses in Santa Anita Oaks to his portfolio.

17 “Three-Bedroom Home Starts at Santa Anita Village” *Pasadena Star-News* 13 April 1940; “Home of Unique Charm Invites Inspection: Throngs to View Home at Santa Anita Village,” *LAT* 21 April 1940; “Santa Anita House Lures 10,000,” *LAT* 21 Sept. 1941; Pletsch provided plans for a demonstration “House in the Oaks.” Dorn illustrated advertisements for Santa Anita Oaks with a Pletsch design, the “Bayberry House,” an L plan ranch.

18 *California Arts & Architecture* (c1940) clipping in folder of Pletsch material at Pasadena Heritage collection (dated according to job list); “The outdoor room must fit your climate,” (June 1954) clipping in Pletsch folder Pasadena Heritage.

19 There are eight job folders for Leimert in the Pletsch archive; these include an office building at 606 N. Larchmont (1966) for the Leimert Co.

20 “View Park Historic District” report, National Register application https://ohp.parks.ca.gov/pages/1067/files/ca_los%20angeles_view%20park%20historic%20district%20nr%20draft.pdf.

21 Pletsch referred to the intended result as “privacy with a view.”

Photographs

Courtesy Sotheby’s website unless noted otherwise