



Additional Documents List City Council Regular Meeting July 20, 2022

Item No.	Agenda Item Description	Distributor	Document
10	Presentation of City Council Meeting Minutes	Christina Muñoz, Deputy City Clerk Yolanda Chavez, Records Specialist	Memo provides correction.
18	Resolution Reestablishing the Street Name of the Hawthorne Street and Update the Railroad Alley Street Signs	Ted Gerber, Public Works Director	Memo provides updates.
23	Approval of PSA with HBI Inspections for Residential Inspection Scope of Repairs and Cost of Repairs	Angelica Frausto-Lupo, Community Development Director	Memo provides updates.
27	Provide Direction Regarding a Proposed Master Lease Agreement Between the City of South Pasadena and Enterprise Fleet Management, Inc. for Police Department Fleet Transition to Battery Electric Vehicles	Brian Solinsky, Chief of Police	Memo provides corrections.
28	Award of a Contract for Waste Consultant in support of amending Exclusive Refuse Service Agreement	Ted Gerber, Public Works Director	Memo provides recommendations.
29	Approval of Mobile Crisis Pilot Program Agreement Letter	Tamara Binns, Assistant to the City Manager Shannon Robledo, Police Lieutenant	Memo provides updates.
	Public Comments, Item Nos. 2, 23, 25, 29, and 30.	Christina Muñoz, Deputy City Clerk	Attached are public comments.



City of South Pasadena Management Services

Memo

Date: July 19, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *BKM for AZ*

From: Christina Muñoz, Deputy City Clerk
Yolanda Chavez, Records Specialist

Re: July 20, 2022 City Council Meeting Item No. 10 Additional Document –
Presentation of City Council Meeting Minutes

Page 10-57: Clerical correction will be made to the City Council Meeting Minutes of February 23, 2022 as follows:

Phung Huynh expressed **his her** opposition with the recommendation for the Planning Commission to absorb the Public Art Commission.



City of South Pasadena Public Works

Memo

Date: July 19, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DUM for AC*

From: Ted Gerber, Public Works Director

Re: July 20, 2022 City Council Meeting Item No. 18 Additional Document – Resolution Reestablishing the Street Name of the Hawthorne Street and Update the Railroad Alley Street Signs

The following email was submitted from the property owners' realtor at 329 & 331 Hawthorne Street, demonstrating the challenge the current 'Railroad Alley' street signs pose to leasing the residential property:

On Wednesday, July 13, 2022, 1:02 PM, Sara Ramirez <Sara@bryantcompanies.com> wrote:

Hello Linda and Louie

It has been quite a challenge to show this property due to the confusion of the address.

When I have showings, I get phone calls that the person is on the opposite side of the tracks and it is hard for them to locate the street because it is so small or the alley which they aren't expecting. I had someone call me and ask if the listing was a scam because of it not being on the actual Hawthorne St side or people run late because they are lost and their GPS keeps directing them to the opposite side to Hawthorne St. One person was so frustrated because he could not locate the property that he text me and said forget it and that he would look elsewhere to live.

I hope this email helps in correcting the street name.

Thank you.
Sara Ramirez, Realtor®
Leasing Specialist
Certified Transaction Coordinator
DRE #01970651
812 Fair Oaks Ave. South Pasadena
Ofc: 626-441-3141 ext 160



**City of South Pasadena
Community Development
Department**

Memo

Date: July 18, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DMM for AC*

From: Angelica Frausto-Lupo, Community Development Director

Subject: June 20, 2022 City Council Meeting Item No. 23 Approval of PSA with
HBI Inspections for Residential Inspection Scope of Repairs and Cost of
Repairs

The memo provides the Professional Services Agreement (PSA) with updated Exhibit A (Scope of Work) and updated Exhibit B (Compensation):

1. Replace Exhibit A, Pages 23-200 through 23-236 with updated Exhibit A: Scope of Work.
2. Replace Exhibit B, Page 23 – 237 with updated Exhibit B: Compensation.

Attachment: PSA HBI Inspections with Exhibits A and B

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /HBI Inspections)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and HBI Inspections (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: residential inspection scope of repairs and cost of repairs services related to Caltrans surplus unoccupied properties.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Residential inspection scope of repairs and cost of repairs services related to Caltrans surplus unoccupied properties.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Angelica Frausto-Lupo Director of Community Development. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Forty Thousand Dollars (\$140,000).
- 3.5. "Commencement Date": July 21, 2022.
- 3.6. "Termination Date": Upon completion of the work.

4. TERM

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

5. CONSULTANT'S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Darrell Holmes shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three

(3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice,

and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property

damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

- Professional Liability Insurance: \$2,000,000 per occurrence,
 \$4,000,000 aggregate
- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$4,000,000
 - Personal & Advertising Injury \$2,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 100,000
 - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind

coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

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

12.11. Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Angelica Frausto-Lupo, Director of Community Development, 1414 Mission Street, South Pasadena, CA 91030.

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

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

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

12.15. Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related

investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City

Angelica Frausto-Lupo
Director of Community Development
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant

Darrell Holmes
President
HBI Inspections
5972 Crestmont Dr.,
Chino Hills, CA 91709
(951) 712-2017

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

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

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

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

- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”
City of South Pasadena

“Consultant”
HBI Inspections

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Munoz
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew Jared, City Attorney

Date: _____

Scope of Work

Project Description

Provide property inspection services for the unoccupied properties (19 parcels) offered for purchase to the City of South Pasadena by the California Department of Transportation (Caltrans) in the June 30, 2022 solicitation letter. Inspection services shall include:

1. Comprehensive site inspection of each property to determine scope of needed repairs to meet rehabilitation standards as identified below.
2. Prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a contractor to understand the repair requirements and provide a bid to correct the line-item repair issue.
3. Prepare a separate but corresponding estimated cost of repairs which shall be numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

Rehabilitation Standards

The improvements specified in the scope of work and repair estimate shall be based upon Local Building Code standards and standard grade building materials. Standard grade building materials shall be defined as non-customized materials that are not considered an upgrade and that meet building code requirements. At a minimum, the scope of repairs must address:

- **Health and safety** – Identify items necessary to bring the property into a safe and sanitary condition including, but not limited to:
 - Leaking plumbing
 - Rotten wood
 - Pest-termite control remediation
 - Overloaded electrical system
 - Broken windows
 - Leaking/damaged roof
 - Presence of asbestos and lead-based paint (see below)
- **Major Systems** – including structural support, roofing; siding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing (including camera of sewer lateral to the street); electrical; and heating (including chimney inspection), ventilation, and air conditioning.
 - The report must provide an estimate (based on age and condition) of the remaining useful life of these systems.

- The standards must require that, upon completion, each of the major systems have a minimum useful life of 5 years **or** the major systems must be rehabilitated or replaced as part of the rehabilitation work.
- **Lead-Based Paint** – Standards must require housing to meet applicable provisions of [24 CFR part 35](#). Units constructed prior to 1978 will be inspected according to HUD regulations for the remediation of lead-based paint.
- **Energy Efficiency Improvements** –
 - All wall and attic insulation must comply with California Quality Standards for Insulating Materials (CCR, Title 24, Part 12, Ch. 12-136)
 - If windows are replaced, they should be products rated by the National Fenestration Rating Council
 - If HVAC system is replaced, they must meet state energy standards
 - If Water Heater is replaced, they must meet state energy standards
 - If weatherization is not already installed, the whole home shall be weatherized.
 - If appliances are replaced, they must meet state energy standards
- **State and Local Codes, Ordinances, and Zoning Requirements** – The standards must require the housing to meet all applicable State and local codes, ordinances, and requirements.
- **Uniform Physical Condition Standards (UPCS)**– Standards must ensure that the housing will be decent, safe, sanitary, and in good repair as described in [24 CFR 5.703](#).
- **The following is meant to provide a general list of the systems and areas of the home that shall be inspected and analyzed. It is not meant to be a comprehensive list and the Vendor is expected to inspect and analyze any other areas of the home that have deficiencies.** Review and test the following and ensure that they are operational, no needed repairs, and up to current codes and can accommodate the modern-day demands.
 - a. Electrical
 - b. Plumbing & Plumbing fixtures
 - c. Heating & Air Conditioning
 - d. Paining: exterior & interior
 - e. Structure
 - f. Windows
 - g. Doors
 - h. Kitchen appliances
 - i. Roofing
 - j. Chimney (if applicable)
 - k. Foundation

- l. Insulation
- m. Exterior – site, walls, landscaping, drainage
- n. Sewer line inspection including camera lateral pipe from street to home (if applicable)
- o. Cabinetry
- p. Sprinkler system
- q. Lead Based Paint & Asbestos (if applicable)
- r. Landscaping: necessary trimming and/or removal of dead or dying vegetation and a budget amount with assumptions provided to make the property presentable.
- s. Swimming pool (if applicable)
- t. Wells, pumps, and water holding tanks (if applicable)

Project Schedule

The work related to this RFP is a high priority project for the City. Proposals should confirm availability to start inspections and work immediately after award of contract.

Task 1. Conduct Comprehensive Property Inspection

Vendor team will inspect designated properties and work with City Staff, and City Consultants to decide scope of work for each property.

Deliverable: None

Task 2: Prepare an Inspection Report

Vendor team will prepare an inspection report detailing the scope of repairs needed for each property with sufficient detail (description of repair work, location of repair, and quantity of materials or dimensions) to allow a separate process to hire an independent contractor to understand the repair requirements and provide a bid to correct the line-item repair issue.

Deliverable: Inspection Reports in PDF and original document format (e.g. Word)

Task 3: Prepare an Estimated Cost of Repairs

Prepare a separate but corresponding estimated cost of repairs for each property which shall be line itemed and numbered with the same reference used in the scope of repairs along with the estimated grand total cost of repairs.

Deliverable: Estimated Cost of Repairs in PDF and Excel format.

Compensation

Compensation: not-to-exceed \$140,000.

Fee Overview:

Home and Structures up to 1,500 sq. ft. per unit, \$1.40 per sq. ft.

Home and Structures over 1,500 sq. ft. per unit, \$1.10 per sq. ft.

Less than 1,000 sf. = \$1,500 2,501 to 3,000 sf. = \$3,300

1,001 to 1,500 sf. = \$2,250 3,001 to 3,500 sf. = \$3,850

1,501 to 2,000 sf. = \$2,220 3,501 to 4,000 sf. = \$4,400

2,001 to 2,500 sf = \$2,750

Additional Fees:

Historical Homes and Homes over 60-years-old

- A. Interior Add of \$399.00 Per Structure
- B. Exterior Add of \$599.00 Per Structure

Other Fees if applicable:

- C. Detached Garage Add, of \$499.00 each (applicable for garage on first level of one unit)
- D. Basements, Add \$499.00
- E. Under home crawl space, Add \$499.00
- F. Non-permitted additions, \$2.00 per sq. ft.
- G. Any sq. footage not-include or disclosed: garages, extra buildings add-on, are at additional fees per cost structure above.
- H. Swimming Pools, Add \$499.00
- I. Material extraction and lab testing. (mold, asbestos, lead paint, radon gas, etc.) \$450.00 per item.
- J. Wells, Pumps, Water Holding Tanks. Negotiated.
- K. Infrared, building envelope. This service is for heat and or air condition loss thru wall and ceilings. Negotiated.
- L. Cost Estimating of Repairs. Fee \$130.00 hr.

All units to be assessable for inspection on day and time of request. Non-assessable building trip charge is at \$200.00 plus mileage if access to the units is not available.

HBI Inspections Estimated Pricing Table

PSA Exhibit B

FULL ADDRESS	HIS	TYP	BE	BAT	SF	YEA	SF\$	Hist \$	Crawl	Detach	Testing	Sewer	Repair	TOTAL
1008 HOPE STREET	X	MFR	2	1	1,337	?	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
1008 HOPE STREET (BLDG 2)	X	MFR	1	1	805	?	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
1008 HOPE STREET (BLDG 3)	X	MFR	1	1	846	?	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
1039 GREVELIA STREET		MFR	1	1	744	1925	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
1039 GREVELIA STREET (BLDG 2)		MFR	1	1	944	1925	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
1110 GLENDON WAY	X	SFR	5	2	2,916	1908	\$ 3,300	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 7,117
1131 COLUMBIA STREET	X	SFR	6	4	5,586	?	\$ 4,400	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 8,217
1707 MERIDIAN AVENUE	X	SFR	2	1	1,131	1920	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
215 FAIRVIEW AVENUE		VACANT												
216 FAIRVIEW AVENUE	X	SFR	2	1	1,380	1910	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
217 FREMONT AVENUE	X	SFR	3	2	2,081	1922	\$ 2,750	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,567
225 FREMONT AVENUE	X	SFR	4	2	1,956	1950	\$ 2,750	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 6,067
302 FAIRVIEW AVENUE		SFR	2	1	1,360	?	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
529 PROSPECT AVENUE		SFR	2	1	1,107	1936	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
530 ORANGE GROVE AVENUE		SFR	2	2	1,474	1951	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
534 ORANGE GROVE AVENUE		SFR	2	1	1,650	1960	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
535 MERIDIAN AVENUE		SFR	4	1	3,778	1926	\$ 4,400	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 8,217
540 PROSPECT AVENUE		SFR	2	1	1,119	1953	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
773 BONITA DRIVE		SFR	2	1	1,102	1926	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
808 VALLEY VIEW ROAD		SFR	2	2	1,276	1950	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
822 VALLEY VIEW ROAD		SFR	2	1	1,118	1938	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
885 ONEONTA DRIVE		SFR	2	1	1,114	1924	\$ 2,250	\$ 998	\$ 499	\$ 500	\$ 900	\$ 400	\$ 520	\$ 6,067
901 BONITA DRIVE		SFR	2	1	1,032	1924	\$ 2,250	\$ 998	\$ 499		\$ 900	\$ 400	\$ 520	\$ 5,567
							\$ 55,850	\$ 21,956	\$ 10,978	\$ 6,500	\$ 19,800	\$ 8,800	\$ 11,440	\$ 135,324



City of South Pasadena Police Department

Memo

Date: July 18, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DEM for AC*

From: Brian Solinsky, Chief of Police

July 20, 2022 City Council Meeting Item No. 27: Provide Direction Regarding a Proposed Master Lease Agreement Between the City of South Pasadena and Enterprise Fleet Management, Inc. for Police Department Fleet Transition to Battery Electric Vehicles

The memo provides corrections to Item 27:

- Page 27 – 6: the latest projection for the project cost savings in the second-to-last paragraph on the page should indicate a savings of \$312,282 over a 10-year period, or an average annual sustainable savings of \$31,228.



City of South Pasadena Public Works

Memo

Date: July 20, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DUM for AC*

From: Ted Gerber, Public Works Director

Re: July 20, 2022 City Council Meeting Item No. 28 Additional Document – Award of a Contract for Waste Consultant in Support of Amending Exclusive Refuse Service Agreement

This item provides a recommendation to City Council to award a contract with a consultant to assist the City in amending its current exclusive refuse service agreement with Athens Services, as well as assist the City in negotiating solid waste rates. **The proposed agreement is attached to this memorandum.**

At the time of agenda publication, staff were evaluating the proposals to determine the most qualified consultant to assist the City in amending its agreement with Athens Services.

After evaluating the proposals, staff determined MSW Consultants, and their subconsultant, R3 Consulting Group, to be qualified for this work. MSW Consultants was founded in 2000, with its President having over 30 years of experience working in the solid waste industry. R3 Consulting Group was incorporated in 2002, and has extensive experience in solid waste agreements, regulations, and many other aspects of solid waste including rate analysis and adjustments. MSW has prepared, revised, negotiated, or procured waste agreements for 21 California cities/agencies, including those in which Athens Services is the agency's wastehauler, and has conducted solid waste financial analysis for 52 cities/agencies, including those in which Athens Services is the agency's wastehauler.

The scope of work for the consulting services includes reviewing documents, analyzing contracts, reviewing rates and fees, evaluating other LA County City refuse agreements, providing recommendations, assisting in negotiations, analyzing cost-benefits, calculating and deriving regulatory requirements, developing agreement language, attending negotiations sessions, attending/presenting at City Council meetings, and other related tasks. The full scope of the work to be completed is included in Exhibit A of the attached proposed Professional Services Agreement.

The Consultant's negotiated fee to conduct the work is \$64,790. It is possible the amount is reduced if the Consultant does not utilize all of the hours programmed into the project tasks listed in Exhibit B of the attached proposed Professional Services Agreement. The Public Works Environmental Services Professional Services Account No. 101-6010-6015-8020-000 contains \$75,000 appropriated for services related to the implementation of the Climate Action Plan and Green Action Plan, and state, county, and local mandates such as Organic Waste Recycling requirements. The City's annual revenue from refuse franchise fees is approximately \$560,000, deposited into the General Fund. It may be necessary to appropriate additional funding from the General Fund to the Environmental Services account, in the amount of \$40,000, to support execution of this contract as well as other work associated with Climate Action Plan and Green Action Plan implementation in Fiscal Year 2022-2023.

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / MSW Consultants)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of South Pasadena, a California municipal corporation (“City”), and MSW Consultants (“Consultant”).

2. RECITALS

- 2.1. City has determined that it requires the following professional services from a consultant: **Refuse and Waste Consulting Services.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Scope of Services”: **see Exhibit A**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-One Thousand, Two-Hundred and Sixty-Nine Dollars (\$71,269), including \$64,790 for the proposed work, and \$6,479 (10%) as a contingency.
- 3.5. “Commencement Date”: **July 21, 2022.**
- 3.6. “Termination Date”: **December 31, 2022.**

4. TERM

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

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **David Davis** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of City.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Refuse and Waste Consulting Services**
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

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

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

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission St., South Pasadena, CA 91030. Telephone: (626) 403-7230.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

H. Ted Gerber
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 460-6392
Facsimile: (626) 403-7241

If to Consultant

David Davis
MSW Consultants
41760 Ivy St., Suite 203
Murrieta, CA 92562
Telephone: (951) 704-9776

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the

following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"
City of South Pasadena

"Consultant"
MSW Consultants

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Christina Munoz
Deputy City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

EXHIBIT A

Scope of Work

MSW Consultants and R3 Consulting Group (subconsultant)

Task 1- Kickoff Meeting / Project Management

Consultant will conduct a kickoff meeting with City staff. The purpose of the meeting with City staff will be to confirm the project scope, schedule, key issues, deliverables, and the City's negotiating strategy. Throughout the project, Consultant will provide the City with monthly project status reports.

Deliverables: Meeting agenda and notes, Monthly status reports

Task 2- Review Pertinent Project Related Information

Consultant will review all pertinent project related information for the City's existing exclusive refuse services. This will include the franchise agreement with Athens Services, any amendment(s), contractual rate increases, municipal code provisions, and any other relevant documents. Consultant will treat all information Consultant obtains as confidential.

Deliverable: Review notes and workpapers

Task 3- Evaluate Existing Agreement with Athens Services

Consultant will review the City's franchise agreement and amendments to identify opportunities to enhance or expand services that would be considered a cost-benefit. Consultant will also prepare a contract profile. The contract profile will consist of a summary of relevant key terms and services. Based on Consultant's discussions with the City, Consultant will identify the key contract terms and services needed to fulfill the requirements of SB 1383. Based on the key terms and services Consultant identifies; Consultant will prepare contract language to amend the franchise agreement such that it will contain the needed services and terms to enable customers to comply with the State's organics recycling requirements. Consultant will recommend additional tasks and services to be included in the scope of services.

Deliverables: Contract profile, Contract recommendations

Task 4- Review Rate Calculation Methodology and Related Fees.

Consultant will review the current annual rate calculations methodology, franchise fees, and related fees. Consultant will use its industry knowledge and compare them to the current industry best practices. After review, Consultant will provide the City with a recommendation to the current rate calculation methodology and related fees that would best align with the City's goals.

Deliverable: Rate calculation methodology and related fee recommendations

Task 5 - Compare Rates and Services

Consultant will gather and analyze information on the cost of service by at least four (4) similar jurisdictions located in the county of Los Angeles that utilizes Athens Services. In addition to simply collecting the amount charged to customers by those jurisdictions, Consultant will also collect other information that will enable us to determine and quantify any 'distinguishing characteristics' in comparing those rates to the City of South Pasadena. For example, Consultant may collect information about whether other services (e.g., free commercial recycling, organics collection, bulky waste collection, etc.) are included in the rates of other cities. Consultant will prepare tables comparing the rates in these jurisdictions to those in the City of South Pasadena. These tables will also address the various distinguishing characteristics among the jurisdictions. By understanding the rates charged in other cities, and by understanding the amount of Athens Services' total revenue at current and proposed lower rates, the City will be able to negotiate from a position of knowledge and strength.

Deliverable: Rate comparison exhibits

Task 6 - Provide Recommendations Related to Current Services and Key Contract Terms

Based on the comparison between South Pasadena and the jurisdictions identified above in Task 5, and based on its industry knowledge, Consultant will provide the City with recommendations related to service offerings, and key contract terms such as rate adjustment methodology, city fees, and contract term. Consultant will also ensure that the City's agreement includes the provisions needed for the City to be compliant with AB 939, AB 341, AB 1826, and SB 1383. Consultant will also take into account any other relevant variables into its analysis. This task will be performed in conjunction with Task 10 below, which is similar.

Deliverable: Recommendations related to enhanced services and contract terms

Task 7 - Assist the City in Negotiations

Based on the analysis Consultant conducts from the above tasks and guidance from City staff, Consultant will develop a negotiation strategy. The negotiation strategy will include an outline of the key contract terms and outcomes to discuss with Athens. For each key contract term, Consultant will identify a 'preferred' and a 'fallback' outcome. The 'preferred' outcomes will be those that Consultant believes would benefit the City and may be marginally acceptable to Athens Services. The 'fallback' outcomes are those that are less favorable, but nonetheless acceptable to the City.

Deliverable: Negotiation strategy

Task 8 - Assist the City in Analyzing Cost-Benefit of the Proposed Revised Rates

Consultant will analyze the cost-benefit of proposed rates from Athens Services, considering factors such as: modified service offerings, modified agreement terms, conversion to sustainable vehicles, provision of receptacles, regulatory requirements, and other factors. Consultant will accomplish this by estimating the annual cost of new programs, and comparing those costs to Athens total amount of

revenue in the City. For a simplified example, if the annual cost of new services is \$500,000, and Athens' total annual revenue is \$5 million; a rate adjustment of 10% may be reasonable ($\$500,000 \div \$5 \text{ million} = 10\%$).

Consultant will also assess the relative benefit of each new program in terms of enhancing customer satisfaction, maintaining a clean city, and achieving a greater level of waste diversion.

Deliverable: Spreadsheet with cost-benefit analysis

Task 9- Calculate the Quantity of Organic Products

Consultant will evaluate the current use of applicable recycled organic waste products in the City and by Athens (e.g. mulch, compost, renewable fuel for transportation, etc.). Consultant will compare this to quantity of organic products the City must procure, and identify the gap between current use and the procurement targets. Consultant will determine the most feasible combination of purchases to achieve compliance, and provide recommendations on how to achieve compliance with the procurement requirements.

Deliverables: Analysis of gap in organics current content procurement, Strategy to achieve the procurement target

Task 10- Recommended Modifications to Services

This task will be performed in conjunction with Task 6, which is similar. Consultant will recommend modifications to services based on current industry practices, findings from the evaluation of comparable cities, and negotiations with the City's current exclusive refuse waste hauler. Consultant will provide an estimate of fair rates and fees for the current and proposed levels of residential and commercial services. Consultant will compare recommended fees with current fees for all sectors/services and show percent change for each service. Consultant will include organics collection service and design rate adjustment to minimize abrupt rate changes, where feasible, for any single sector or service. Consultant will estimate the impact of compliance with AB 341, AB 1826, AB 1594 and SB 1383 mandates on customer costs and revenue streams.

Deliverable: Recommendations related to enhanced services and contract terms

Task 11- Develop a Proposed Performance Clauses

Consultant will prepare a performance clause for the amended and restated agreement. The performance clause will detail the obligations and conditions that will be required of Athens

Services based on the additional service requirement for SB 1383. These will include, but not be limited to, SB 1383 organics diversion and related services, including waste characterization, outreach/education, monitoring, data management, reporting, and SB 1383 procurement. The performance clause will also list liquidated damages if Athens Services fails to meet new service obligations.

Deliverable: Performance clauses for the amended agreement

Task 12- Assist in Negotiations Session with Athens Services

Consultant will prepare for and participate in up to two (2) meetings with City staff and Athens Services. Consultant will discuss Athens' proposal, and confirm its understanding of the company's market objectives. Consultant will also present the City's objectives. To the extent that they will further the City's negotiating objectives, Consultant will present various market information and cost analyses. Consultant will seek to persuade Athens Services to accept the City's proposals. The purpose of these meetings will be to systematically bring the parties closer together on the various issues, and to ultimately agree on a new franchise agreement that represents the best value for the City.

Deliverable: Meeting agendas and materials

Task 13- Meet with City Council Study Session

Consultant will participate and present in up to two (2) evening City Council study sessions. Consultant will prepare an initial draft of a presentation for the study session. The presentation will address any issues such from negotiating with Athens Services and any recommendations from the City Council.

Deliverable: Meeting agendas and materials

Task 14- Present Recommendations to City Council

Consultant will prepare a PowerPoint summary of the results of the negotiations. If the negotiations result in the City and Athens Services agreeing on terms for an amended and restated franchise agreement, Consultant will prepare a City Council staff report and PowerPoint that outlines the services, rates, and key terms of the agreement. Consultant will also present a rate comparison to other cities using the newly agreed-upon service rates.

Deliverables: City Council staff report, Power Point presentation, Presentation to City Council

EXHIBIT B

Project Fees and Hourly Billing Rates



July 19, 2022

Mr. Ted Gerber
 Director of Public Works
 City of South Pasadena
 1414 Mission Street
 South Pasadena, California 91030

Updated Fee Proposal to Provide Refuse and Waste Consulting Services

Dear Mr. Gerber:

We propose to assist the City in negotiating its agreement with Athens for a not-to-exceed amount of \$64,790 according to the hourly rates and hours shown below in Table 1.

Table 1 – Proposed Not-to-Exceed Fees

Task	Description	David Davis Project Director	Scott Hanin	William Schoen	Girard Mobley Project Analyst	Chen Newman Project Analyst	Total Hours	Total Cost
1	Kickoff / project management	8	2	2	2	2	16	4,180
2	Review pertinent related information	8	2	2	4	2	18	4,560
3	Evaluate existing agreement with Athens Services	4	2	2	8	2	18	4,180
4	Review rate calculation methodology and related fees	8	2	2	2	2	16	4,180
5	Contract comparison within Los Angeles County cities	4	2	1	8	2	17	3,895
6	Provide recommendations to City current services	8	2	2	2	2	16	4,180
7	Assist the City in negotiating with Athens Services	16	2	1	4	4	27	6,935
8	Assist the City in analyzing cost-benefits of rates	8	2	2	8	2	22	5,320
9	Calculate the quantity of organic products	2	2	2	8	2	16	3,610
10	Recommend modifications to services	12	2	2	2	2	20	5,320
11	Develop proposed performance clause	8	2	2	2	2	16	4,180
12	Attend two on-site rate negotiation sessions	12	2	0	2	2	18	4,750
13	Attend two study sessions with City Council	12	2	0	2	2	18	4,750
14	Present recommendations to City Council	12	2	0	2	2	18	4,750
Total Hours		122	28	20	56	30	256	\$64,790
Hourly Rate		\$285	\$285	\$285	\$190	\$190		
Total Fees and Expenses								\$64,790

41760 Ivy St., SUITE 203, MURRIETA, CALIFORNIA 92562
 951.694.4001 951.704.9776 (CELL)
 WWW.MSW-CONSULTANTS.COM



Mr. Ted Gerber
July 19, 2022
Page 2 of 2

Table 2– Hourly Rates

Title	Hourly Rate
Project Director	\$285
Project Manager	\$285
Project Analyst	\$190

We will only bill for the hours we work. If it takes us less time to complete this project, we will bill only for the hours we work. If the City requests that we perform additional work outside the scope of work, we will do so at the same hourly rates. We will obtain the City's written approval prior to performing any additional work outside the scope of work.

We will invoice the City monthly. Our invoices will describe the work performed by each staff member with the hours worked each day extended by the hourly billing rate. Payments will be due in 30 days.

* * *

If you have any questions, please feel free to call me at (951) 704-9776.

Sincerely yours,

David Davis, CMA
MSW Consultants



City of South Pasadena City Manager's Office

Memo

Date: July 19, 2022

To: The Honorable City Council

Via: Arminé Chaparyan, City Manager *DCM for AC*

From: Tamara Binns, Assistant to the City Manager

Re: July 20, 2022 City Council Meeting Item No. 29 Additional Document – Approval of Mobile Crisis Agreement Letter

This memo provides an update to Item 29:

Page 29-9: Agreement letter updated to add indemnification language for Los Angeles Centers for Alcohol and Drug Abuse (L.A. CADA)

- SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Letter Agreement.
- **SGVCOG will require L.A. CADA to indemnify, and hold free hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at L.A. CADAs sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of L.A. CADA in connection with this Letter Agreement.**

**General Public Comment
Item #2
July 20, 2022**

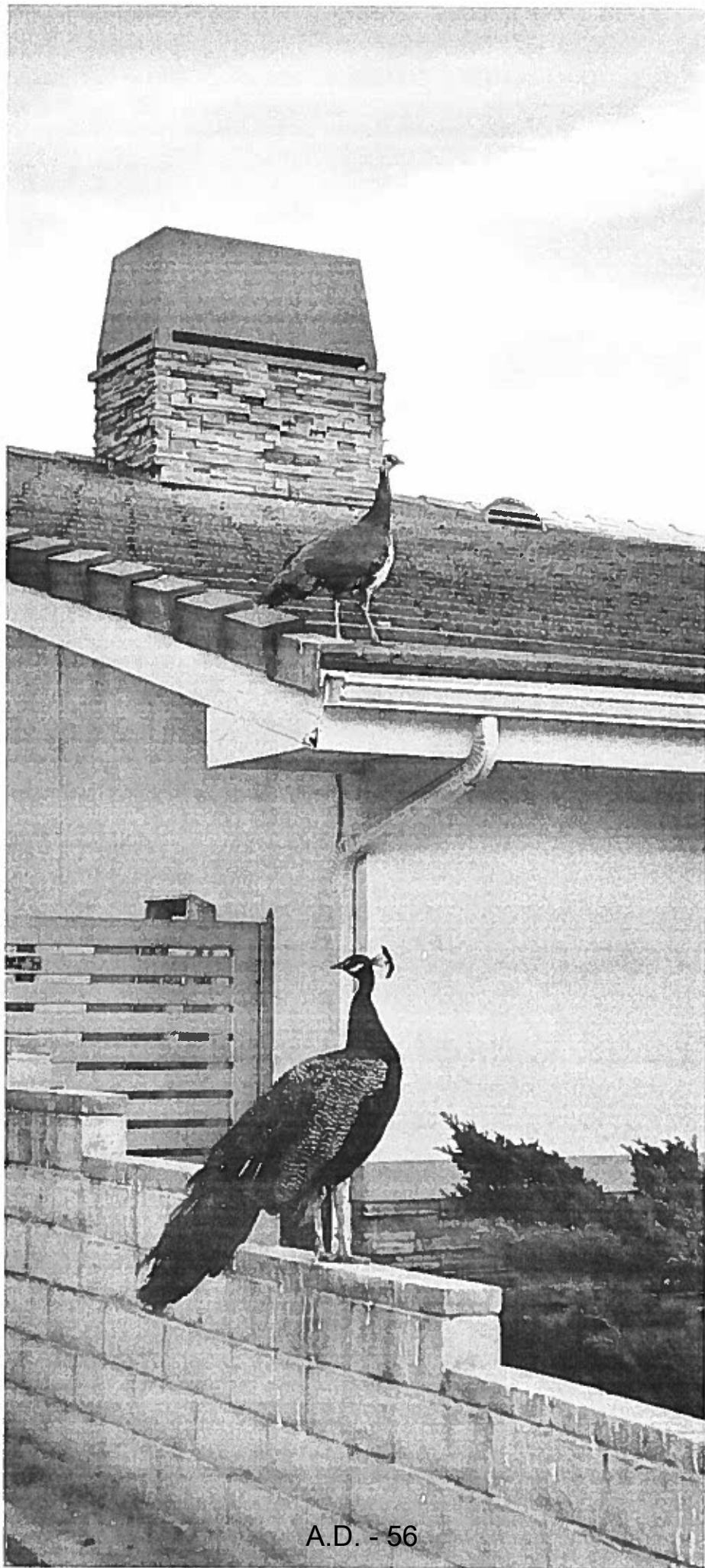
Please see the enclosed petition from the Los Altos De Monterey regarding Peafowl nuisance in our neighborhood.



South Pasadena - Olga
June 16, 2019 6:13 PM

Edit





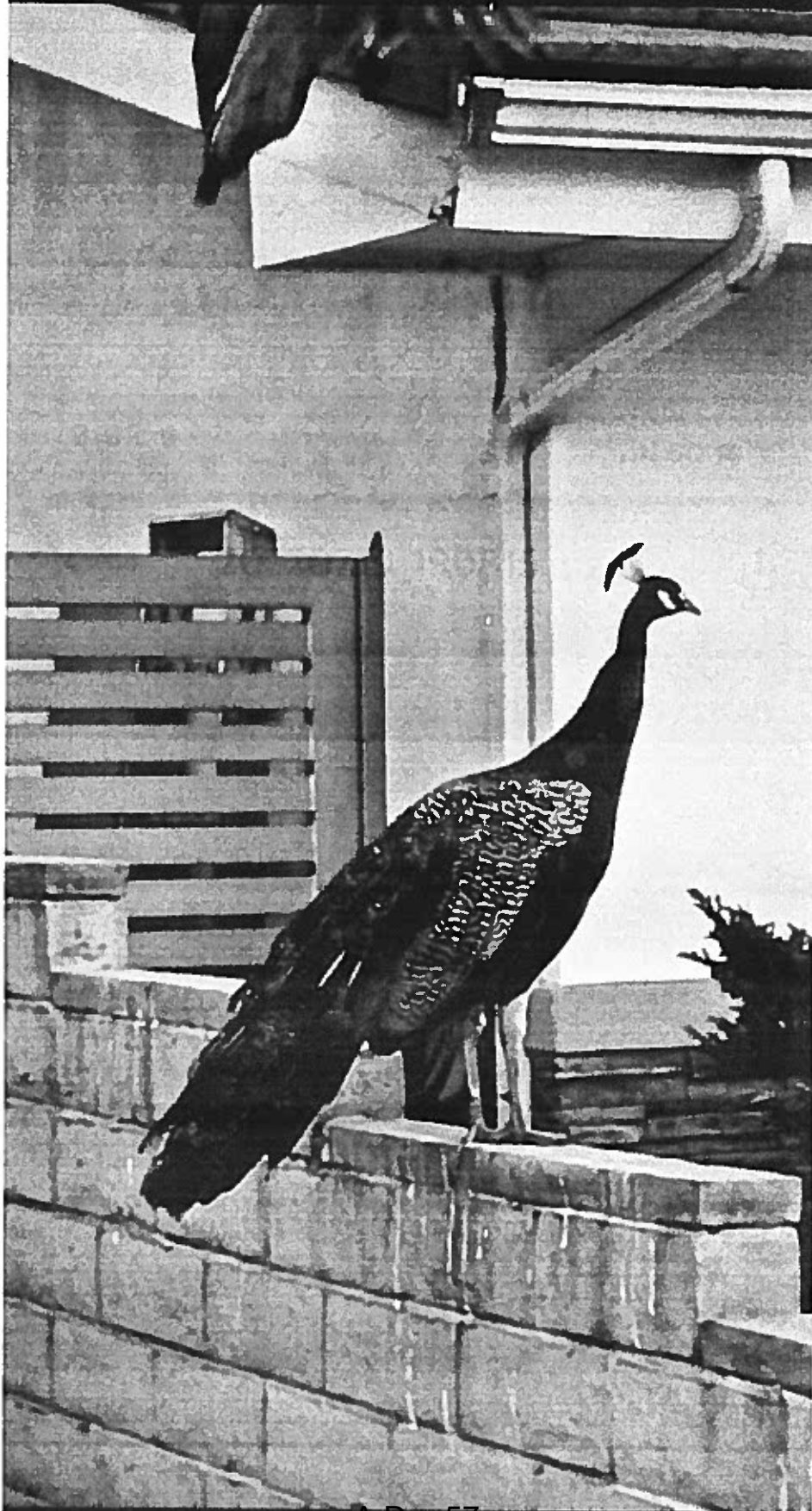
9:52

Camera

5G



20220719_190815.jpg







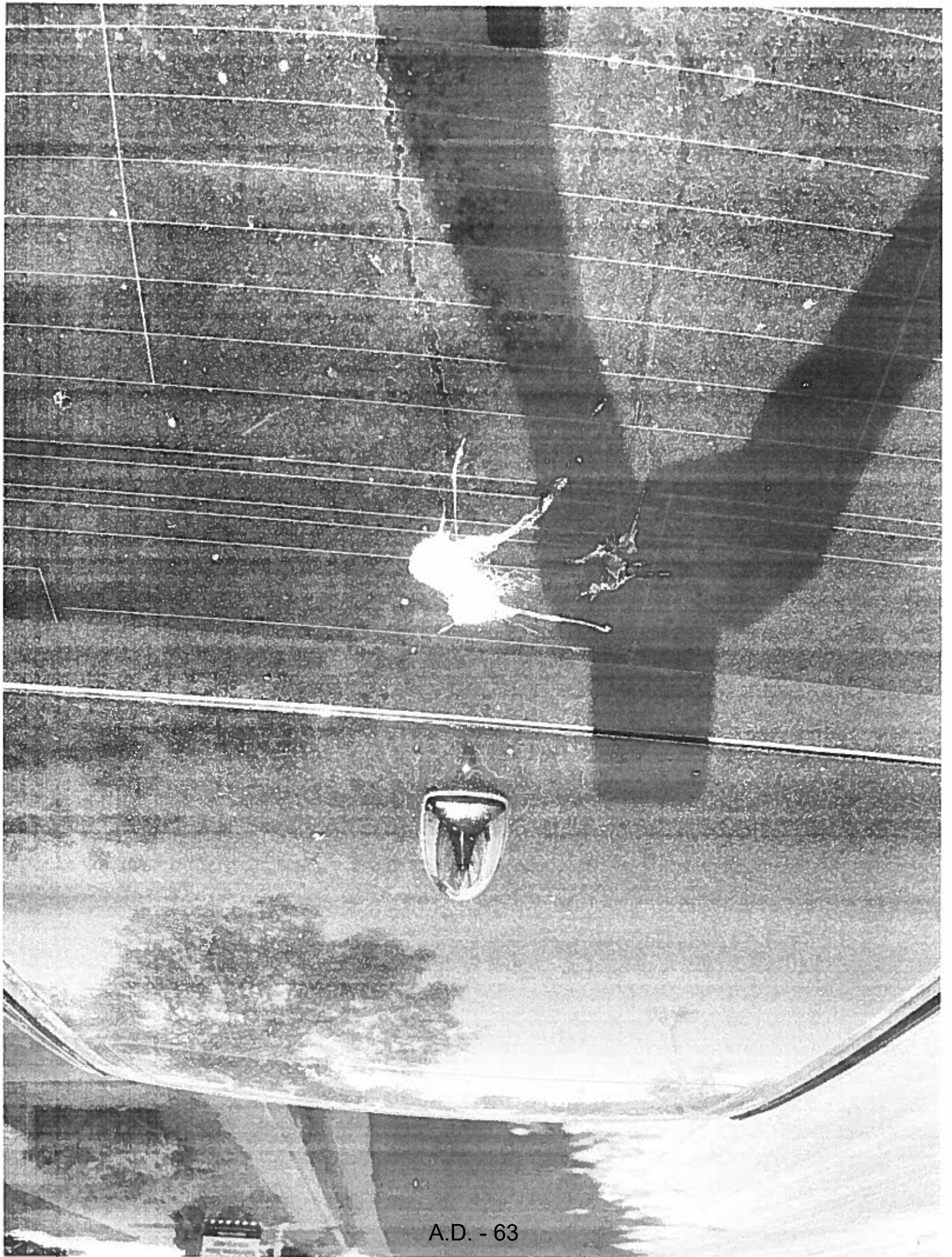


A.D. - 60





~~the~~ feeding Tray
OH 830
Flores De Oro



A.D. - 63

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

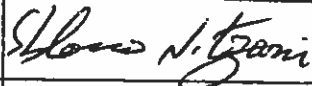


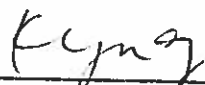


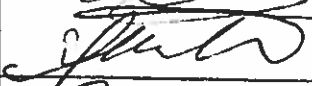
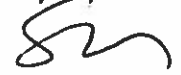


Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

Name	Address	Signature
1 SHLOMO NITZANI 626 445 3389	809 Flores De Oro	
2 Sheldon Johnson 213-280-0060	806 Flores De Oro	
3 Lourdes Nongro 626 379 1692	872 Flores De Oro	
4 KELVIN NG 626 319 0388	1507 CAMINO LINDO	
5 Pamela Wu 626 318 2236	1507 Camino Lindo	
6 Estela Cheng 323-251-6888	607 Camino Verde	
7 Estela Cheng	607 Camino Verde	
8 Su Kim 213 505 2889	1519 CAMINO LINDO	
9 Eugene Kim 213 321 9106	1519 Camino Lindo	
10 DIK CHENG	1547 Camino Lindo	

collected by Shlomo NITZANI 6/23/2022

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.











Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

Name	Address	Signature
1 AH LAN Cheung	1547 Camino Lindo	
2 Ping Wang	1559 Camino Lindo	
3 SALLY CHEN	1542 Camino Lindo	
4 CHRISTINE CHEN	1542 Camino Lindo	
5 Margaret Cohen 323-633-4654	1536 Camino Lindo	
6 Jon Jue 626-616-8170	1536 Camino Lindo	
7 Greg Cohen 323-663-859	1536 Camino Lindo	
8 Jennifer Schmitt 826-616-950888	813 La Bellority	
9 Gregory Chen 310-385-7851	813 La Bellority	
10 Harsham Chen 626-394-7961	813 La Bellority	

Collected by Shlomo Nitzan 6/19/2022

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

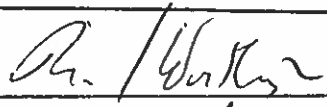






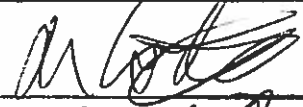


Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

	Name	Address	Signature
1	818- 311-1111 Richard Worthington	370-5488 736 Bonita Dr. S. Pasadena, CA 91030	
2	Linda Worthington	736 Bonita Drive S. Pasadena CA 91030	
3	323-259-8911 ALAN LAY	845 FLORES DE ORO S PASADENA CA 91030	
4	Dahni Tsuboi	854 Flores De Oro So. Pasadena 91030	
5	(626) 251-7463 JOAN LO	1426 VIA DEL REY	
6	(626) 251-7463 CAROLYN LO	1426 VIA DEL REY	
7	626-88-6488 Martino Porcu	1338 Via del Rey	
8	Rose Cortes	652 Orange Grove Ave	
9	626-437-3878 FRANK LeRUSSA	1407 Via del Rey	
10	Kathy LeRussa	1407 Via del Rey	

Collected by Shlomo NITZANI 6/20/2022

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

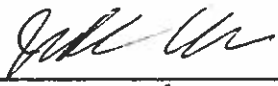

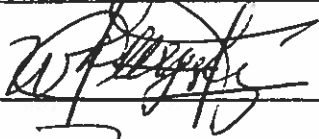

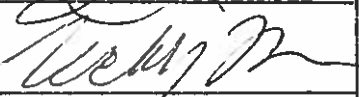

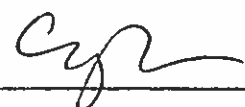

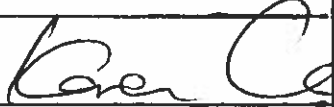
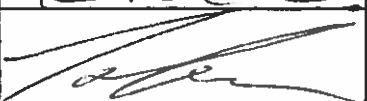
Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

Name	Address	Signature
1 Jacob Chun ⁶²⁶⁻³⁹¹⁻⁷⁴⁶⁴	813 La Bellonita	
2 TAK ^{626 808 7116} N/A	812 Flores de Oro	
3 Welfred Cuyegkeny ^{(323) 384-7954}	1512 Camino Lindo	
4 John Cai ^{626 203 1660}	1500 Camino Lindo	
5 Vicki Lara ^{626 674-2372}	851 Flores de Oro	
6 Stanley Tsai ⁶²⁶⁻⁸²³⁻⁹⁸⁰⁰	857 Flores de Oro	
7 Cynthia Wang ⁶²⁶⁻³⁷⁶⁻³³⁵⁵	857 Flores de Oro	
8 Ji Yan Wang ⁹¹⁸⁻⁵⁶⁸⁻⁹⁵⁸⁸	887 Flores de Oro	
9 Karen Chung ⁶²⁶⁻²³⁵⁻²⁶¹⁹	804 Flores de Oro	
10 Tak Lam ⁶²⁶⁻⁴⁹⁷⁻²⁰¹⁷	851 Flores de Oro	

Collected by Elizabeth N. Tan ni 6/20/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: ANDREW ROTTENBACHER Phone: 626-354-7947

Address: 455 LA TERRAZA ST. Signature: 

Name: Sherri Rottenbacher Phone: 626-354-7948

Address: 455 La Terraza St. Signature: 

Name: Joseph Rottenbacher Phone: 626-639-5722

Address: 455 La Terraza St Signature: 

Name: Georgeanna Cheung Phone: 323-251-5543

Address: 437 La Terraza St Signature: 

Name: Herbert Rottenbacher Phone: (323) 254-5921

Address: 422 La Terraza St Signature: 

Name: Annemarie Rottenbacher Phone: (323) 254-5921

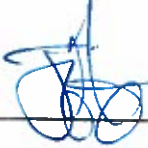
Address: 422 La Terraza St. Signature: 


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: John John Li  Phone: _____

Address: 1412 Santa Teresa St.
South Pasadena Signature: 

Name: Elizabeth Lee Phone: 323 395 9337

Address: 1412 Santa Teresa St. Signature: Elizabeth Lee

Name: Joanne Lee Phone: _____

Address: 1406 Santa Teresa Signature: Joanne Lee

Name: Jenny Li Phone: _____

Address: 1427 Santa Teresa Signature: 

Name: Heekyoung Bang Phone: _____

Address: 1424 Santa Teresa St. Signature: 

Name: Kueyue Zhang Phone: _____

Address: 1427 Santa Teresa Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Cristin Donahue-Salas Phone: 323 899 6391

Address: 1520 Santa Teresa St
South Pasadena, CA 91030 Signature: [Signature]

Name: MICHAEL COGHLAN Phone: 323-256-0033

Address: 1526 SANTA TERESA
SOUTH PASADENA CA 91030 Signature: [Signature]

Name: NAING MOORE Phone: 323-497-1058

Address: 1618 SANTA TERESA
SOUTH PASADENA Signature: [Signature]

Name: Ted Low Phone: 323-350-8226

Address: 1623 SANTA TERESA
So Pas Signature: [Signature]

Name: GRACE WU Phone: 323-251-2459

Address: 255 Las Virgenes St
So Pasadena CA 91030 Signature: [Signature]

Name: HANNAH CHOI Phone: 323-80-6759

Address: 1510 SANTA TERESA ST Signature: [Signature]

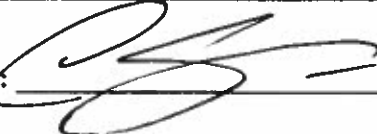
PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

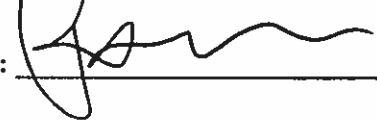
Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Chris Saito Phone: 323-333-0541

Address: 606 Camino Cerrado Signature: 

Name: Robyn Saito Phone: 323-605-2190

Address: 606 Camino Cerrado Signature: 


Name: TERENCE McLAKE Phone: 626-710-7010 ✓

Address: 615 CAMINO CERRADO Signature: 


Name: Mike Hendrick Phone: 626-705-3406

Address: 42 Camino Cerrado Signature: 

Name: Fei Lu Phone: 6265363293

Address: 373 Monterey Road, Signature: 

Name: 64 David Ni Phone: 626-265-8223

Address: 621 Camino Cerrado Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

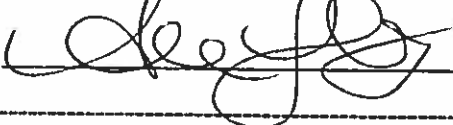
Name: Melissa Cheng Phone: '

Address: 2001 Alpha Street Signature: 

Name: Christopher Liu Phone: _____

Address: 2001 Alpha Street Signature: 

Name: Alejandra Valenzuela Phone: _____

Address: 1900 La Fremont St Signature: 

Name: Christopher Milan Phone: 630-777-5767

Address: 1800 Alpha ave Signature: 

Name: Lisa Nakamu Phone: _____

Address: 1806 Alpha Ave Signature: 

Name: Annie Yu Phone: (626) 390-1333

Address: 1425 Via Del Rey Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Lawrence T. McHargue Phone: (626) 622-0726
Address: 606 Meridian Ave
South Pasadena, Signature: Lawrence T. McHargue
CA 91030

Name: Dorothy Stevenston-McHargue Phone: (213) 595-5553
Address: 606 Meridian Ave Signature: Dorothy Stevenston -
S. Pasadena CA 91030 McHargue

Name: Unda Nikayama Phone: _____
Address: 1813 Alpha St. Signature: [Signature]

Name: Inchul Namgung Phone: 213-618-7158
Address: 1836 Alpha St. Signature: [Signature]

Name: Jonathan Tam Phone: 626 718 8416
Address: 1828 Alpha Ave. Signature: [Signature]

Name: Derek Tam Phone: _____
Address: 1828 Alpha Ave. Signature: [Signature]

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Ada Fehervari Phone: 626 676 6920

Address: 1837 Alpha, So Pac Signature: Ada Fehervari ✓

Name: WEI CHING LEI Phone: 626-274-3947

Address: 1819 ALPHA ST. SO. PAC Signature: Wei Ching Lei

Name: WILLIAM LEI Phone: 323-254-3081

Address: 1819 ALPHA ST. SO. PAC Signature: William Lei

Name: Ella Kao Phone: (626) 394-4362

Address: 1831 Alpha Ave SO Signature: Ella Kao

Name: Lu Teddy Phone: cell (323) 717-3113

Address: 869 FLORES DE ORO Signature: Lu Teddy

Name: Melanie Yang Phone: 213-219-6658

Address: 822 Flores De Oro Signature: Melanie Yang

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Aimee Wong Phone: 624 372-7306

Address: 2007 Via Del Rey Signature: [Signature]

Name: Carol Kippen Phone: 818) 434-4138

Address: 2043 Via Del Rey Signature: [Signature]

Name: Cecilia Amargo Phone: 323-254-7488
CECILIA ANTONOPAS

Address: 1501 VIA DEL REY Signature: Cecilia Amargo
SI PAS

Name: Jaylene Phone: 626) 272-6815

Address: 1653 Via del Rey Signature: Jaylene
S.P.

Name: MARSHALL PINE Phone: (323) 258-4294

Address: 1509 Via del Rey Signature: [Signature]

Name: John K Haglund Phone: 323 270 3105

Address: 1506 Via Del Rey Signature: John Hag

Collected by shilwa n. [Signature]
A.D. - 75 6/21/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Karen Haglund Phone: 323 210 3105 ✓
Address: 1506 Via del Rey Signature: Karen Haglund

Name: KEVIN LEUNG Phone: 626 590 3887 ✓
Address: 1512 Via Del Rey Signature: [Signature]

Name: LISA LEUNG Phone: 626 590 3887 ✓
Address: 1512 Via Del Rey Signature: [Signature]

Name: Vaishalee Mehta Phone: 626-484-7312
Address: 2000 Alpha St Signature: Vaishalee Mehta

Name: HENGTZU WU Phone: (626) 487-9208
Address: 2016 VIA DEL REY Signature: [Signature]

Name: Joanna Wu Phone: 626-429-5645
Address: 2016 Via Del Rey Signature: [Signature]

Collected by SITKOU MO NITZORI
A.D. - 766/21/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: GIN & LIDIA WONG Phone: (323) 258-3449

Address: 1527 VIA DEL REY Signature: Lidia Wong
SO PASADENA, CA 91030

Name: Peter Sun Phone: 626-589-0838

Address: 1545 Via Del Rey Signature: Peter Sun
South Pasadena CA 91030

Name: Peter Sun / Lesley Chan Phone: 626-379-9358

Address: 1545 Via Del Rey Signature: [Signature]
S. Pasadena

Name: Carl LO Phone: 626-617-5885

Address: 660 Camino Cerrado Signature: [Signature]
South Pasadena

Name: Jenny Tsai Phone: 626-446-3202

Address: 660 Camino Cerrado Signature: Jenny Tsai
South Pasadena

Name: Edmund Chan Phone: 626 476-6280

Address: 1560 Via Del Rey Signature: Edmund Chan

Collected by SHARON N. ISZAK
A.D. - 7/22/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Claudette Astevean Phone: 323 2846
Address: 1548 Via Del Rey Signature: Claudette Astevean

Name: Pokil Wong Phone: 818 653 6526
Address: 1663 Camino Lindo Signature: Pokil Wong

Name: Richard Yung Phone: 323-365-0088
Address: 1645 CAMINO LINDO Signature: Richard Yung

Name: KAREN YOUNG Phone: 323 255-8238
Address: 1542 VIA DEL REY Signature: Karen Young

Name: Liam Serwin Phone: 323-828-9614
Address: 1530 Via Del Rey Signature: Liam Serwin

Name: Natasha Unger Phone: 323 982 9920
Address: 308 Alta Vista Ave. Signature: Natasha Unger

Collected by Shlomo D. Teori
A.D. 6/8/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: LINDA TIEU Phone: 626-320-0968 ✓ ✓
Address: 609 Camino Cerrado Signature: [Signature] (Sheet)

Name: ERICK Amaya Phone: (323) 287-4846
Address: 1418 Via Del Rey Signature: Erick Amaya

Name: German Amaya Phone: 323 287-4299
Address: 1418 VIA DEL REY Signature: [Signature]

Name: Samantha Chau Phone: 323-349-0978
Address: 1433 Indiana Ave. Signature: [Signature]

Name: Margaret Radachay Phone: 323-254-5565
Address: 1517 Via Del Rey Signature: Margaret Radachay

Name: Michael Radachay Phone: [Signature]
Address: 1517 Via Del Rey Signature: [Signature]

Collected by Silvia M. N. Tzou
A.D. 79
6/22/2022

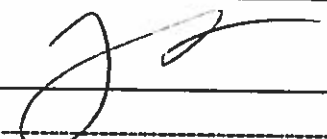
PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Jonathan Kodz Phone: ⁶²⁶ ~~323~~ - 354-8890

Address: 308 Alta Vista Ave. Signature: 


Name: Jerome Lam Phone: 323 864-0498

Address: 645 Camino Cerrado Signature: 


Name: Anna Lam Phone: (323) 864-0202

Address: 645 Camino Cerrado Signature: 

Name: Amy Freeman Phone: 323 365 1816

Address: 631 Camino Cerrado Signature: 

Name: ZEN FREEMAN Phone: 323 640 2340

Address: 631 Camino Cerrado Signature: 

Name: Xiapei Chen Phone: 323-861-8618

Address: 618 Camino Cerrado Signature: 

collected by s h lums d. T. Zarr


A.D. - 80 6/22/2022

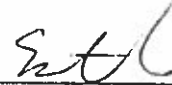
PEAFOWL PETITION


We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

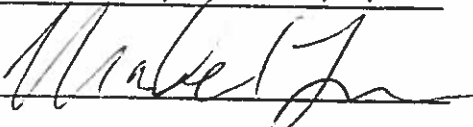
Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.


We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.


Name: Kenneth Wong Phone: 949-608-8048
Address: 624 Camino Cerrado
South Pasadena, CA 91030 Signature: 

Name: Esther Wong Phone: 805 669-8790
Address: 624 Camino Cerrado
S Pasadena CA 91030 Signature: 

Name: Lisa Nakamura Phone: 323 254 8639
Address: 1906 Alpha St
So. Pasadena, CA 91037 Signature: 

Name: Maddie Yoo Phone: 626 497 8049
Address: 1864 Alpha St Signature: 

Name: Thomas Yoo Phone: _____
Address: 1864 Alpha St Signature: 

Name: Laurie Yoo Phone: _____
Address: 1864 Alpha St Signature: 

collected by S. L. Luo DITZBAH
A.D. / 2021/2022


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7-8 mature males and 1-5 2 year olds that will be ready to mate next year which will raise the population to nearly 100.


Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Chris Saito Phone: 323-333-0541

Address: 606 Camino Cerrado Signature: 

Name: Robyn Saito Phone: 323-605-2190

Address: 606 Camino Cerrado Signature: 

Name: TERENCE MOLLOCE Phone: 626-710-7010 ✓

Address: 615 CAMINO CERRADO Signature: 


Name: Mike Hendrick Phone: 626-705-3406

Address: 42 Camino Cerrado Signature: 

Name: Fai Vee Phone: 626-336-3293

Address: 373 Monterey Road Signature: 

Name: David Ni Phone: 626-265-8223

Address: 621 Camino Cerrado Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.


Name: EVAN LOUIE Phone: 323-353-0331

Address: 1627 VIA DEL REY Signature: 
S. PAS 91030

Name: Dabore Katarin Phone: 426-38-6855

Address: 1627 VIA DEL REY Signature: 
S. PAS 91030

Name: Kevin Leung Phone: 626 990 3897

Address: 1512 VIA DEL REY Signature: 
S. PASADENA Duplicate

Name: Winston ~~Lee~~ Lee Phone: 626-628-4663

Address: 1349 VIA DEL REY Signature: 

Name: Annie Lee Phone: (626) 628-4662

Address: 1349 VIA DEL REY Signature: 

Name: Therese Ben Phone: 626-616-7124

Address: 1312 VIA DEL REY Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Ray Andrews Phone: 323/717-7570

Address: 1306 VIA DEL REY Signature: [Signature]

Name: JAN Sizer Phone: _____

Address: 700 ORANGE GROVE #211 Signature: JAN Sizer

Name: Wen Hray Phone: _____

Address: 1307 Via Del Rey Signature: [Signature]

Name: Jane Lee Phone: 323 719-8903

Address: 1315 Via Del Rey Signature: Jane Lee

Name: William H. Suter Phone: (323) 254-6143

Address: 1319 Via Del Rey Signature: William H. SUTER

Name: Cynthia Tanaka Phone: 626 665 5210

Address: 1875 Alpha AV Signature: [Signature] ✓

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Jonathan Tanaka Phone: 323-344-0304

Address: 1825 Alpha St Signature: Jonathan Tanaka

Name: Judith Shur Phone: 404-308-0086

Address: 556 Alta Vista Ave. Signature: Judith Shur
So. Pas.

Name: BARRY SHUR Phone: 303 806 8848

Address: 556 Alta Vista Ave. Signature: Barry D. Shur
South Pasadena

Name: Howard Lee Phone: _____

Address: 1244 Via del Rey Signature: Howard Lee
S. Pasadena, Ca.

Name: Daniel Crunk Phone: 323-255-6112

Address: 1238 Via del Rey Signature: Daniel Crunk

Name: Daniel Chen Phone: 323 258 1478

Address: 1232 Via Del Rey Signature: Daniel Chen

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Lorna Ho Phone: (626) 378-6052

Address: 800 La Bellerita St. Signature: 

Name: Ty Ho Phone: (626) 378-6052

Address: 800 La Bellerita St. Signature: 

Name: Anh Chau Phone: (626) 378-6052

Address: 800 La Bellerita St. Signature: 

Name: Judy Ho Phone: (626) 378-6052

Address: 800 La Bellerita St. Signature: 

Name: Minh Ho Phone: (626) 378-6052

Address: 800 La Bellerita St. Signature: 

Name: Richard Young Phone: (523) 903-9868 ✓

Address: ~~(523) 803-9868~~ Signature: 

1645 Camino Lindo,
South Pasadena
A.D. - 86


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Narilyn Clark Phone: 213 700 4056

Address: 522 Fremont Ave, South Pas Signature: 


Name: Emmy Lewis Phone: 626 383 0052

Address: 1413 Lyndon Street Signature: 
Unit C, Pasadena

Name: Kara Arch Phone: 949 231-8735

Address: 1136 Huntington Dr S.P Signature: 

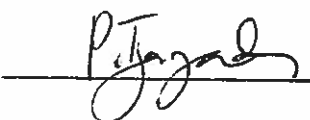
Name: THOMAS CHOE Phone: 213-358-9624

Address: 827 Oneonta Dr South Pasadena, CA Signature: 

Name: Cardace Louie Phone: 323-717-2268

Address: 1513 Camino Lindo Signature: 
South Pasadena, CA

Name: Priscilla Tjajadi Phone: 323-258-7480

Address: 1627 Camino Lindo Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Leland L. M. Chu Phone: (323) 768 6069

Address: 1553 Camino Lindo, SoPas, CA 91030 Signature: [Signature]

Name: Wijano Gajadi Phone: (323) 258-7480

Address: 1627 Camino Lindo, S. Pasadena CA 91030 Signature: [Signature]

Name: MUSE MAK Phone: (626) 354-8646. ✓

Address: 600 Indiana Terrace South Pasadena, CA 91030. Signature: [Signature]

Name: John Yoo Phone: 626-962-1917

Address: 1660 Camino Lindo S. Pas CA 91030 Signature: [Signature]

Name: 1654 Camino Lindo Phone: 626-765-7773

Address: Robert Cohen 1654 Camino Lindo Signature: Mercedes Cohen

Name: Mercedes Cohen Phone: _____

Address: _____ Signature: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Ben Chang Phone: 323-258-1811

Address: 818 La Bellerita St. Signature: [Signature]
S. Pasadena, CA 91030

Name: Kei Chang Phone: 323-258-1811

Address: 818 La Bellerita St. Signature: [Signature]
S. Pasadena, CA 91030

Name: Lianne Love Phone: 323-213-0303

Address: 1636 Camino Lindo Signature: [Signature]

Name: Anna Chow Phone: 323-379-8818

Address: 526 Camino Verde Signature: [Signature]

Name: MICHAEL SARG Phone: 626-390-9309

Address: 1425 Vin del Rey Signature: [Signature]

Name: Ihn Chan Phone: 323-379-8818

Address: 526 Camino Verde Signature: [Signature]

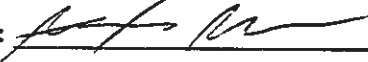
PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.


Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Alexa moe Phone: 213-308-7051

Address: 1011 Monterey Rd South Pasadena Signature: 

Name: FELI MANZ Phone: 323-550-8845

Address: 854 FLORES DR DRU Signature: 
SOUTH PASADENA CA

Name: Heidi Sundus Phone: 626-319-3433

Address: 377 Pasadena Ave Signature: 

Name: Vance Guelch Phone: 626-441-5724

Address: 501 PUSK 91030 Signature: Vance Guelch

Name: Jane LESAL Phone: 323-945-5204

Address: 1242 KOLE AVE Signature: 

Name: KIM LESAL Phone: 626-379-4414

Address: 1242 KOLE AVE Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Alice Meng Phone: _____

Address: 1612 Camino Lindo, South Pasadena Signature: 


Name: Dennis Wong Phone: _____

Address: 1612 Camino Lindo, South Pasadena Signature: 

Name: MARY CHENG Phone: _____

Address: 1748 CAMINO LINDO Signature: 

Name: Paul Wong Phone: _____

Address: 1710 Camino Lindo Signature: 

Name: Nelson Yip Phone: 917-567-6998

Address: 1714 Camino Lindo Signature: 

Name: Simon Ong Phone: 626-537-5999

Address: 1737 Camino Lindo Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: JANE Chun Phone: 323 258 1470

Address: 1232 Via Del Rey. Signature: Jane Chun

Name: GRACE Kim Phone: (213) 605-8808

Address: 1624 ZEDIANA AVE Signature: Grace Kim

Name: Joseph Kim Phone: 1323 982-7165

Address: 1024 Indiana AVE. Signature: Joseph Kim

Name: Stephanie Cao Phone: (626) 688-5624

Address: 1226 Via Del Rey Signature: Stephanie Cao

Name: Stephen Lee Phone: (710) 592-7186

Address: 1226 Via Del Rey Signature: Stephen Lee

Name: Kyung Jun Phone: 213-820-5568

Address: 1691 CAMINO UNDO Signature: Kyung Jun

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7-8 mature males and 4-5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Richard LIBERMAN Phone: (818) 216-5049

Address: 1525 CAMINO LINDO, SO. PAS. Signature: R. Liberman

Name: PATRICIA LIBERMAN Phone: (818) 216-5049

Address: 1525 CAMINO LINDO Signature: Patricia Liberman
SO. PASADENA, CA 91030

Name: Richard WONG Phone: 213 700 8081

Address: 1531 CAMINO LINDO Signature: Richard
South Pasadena CA

Name: Alice Wong Phone: 213 702 8080

Address: 1531 Camino Lindo Signature: Alice Wong
So. Pa.

Name: Sheree Tan Phone: 323-393-5671

Address: 1606 Camino Lindo Signature: Sheree Tan
South Pasadena, CA 91030

Name: Ellen Chow Phone: 562-888-1624

Address: 1654 CAMINO LINDO Signature: Ellen

Ada Fekkenvari
alpha

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: MEHRAN MOHAMADI Phone: (323) 474-6868

Address: 1206 VIA DEL REY Signature: Mehran Mohamadi
So. PAS 91030

Name: Donna Mohamadi Phone: (626) 644-1290

Address: 1206 Via Del Rey Signature: Donna Mohamadi
So. Pasadena, CA

Name: ERVES GACUTAN 91030 Phone: 626-644-0080

Address: 1219 VIA DEL REY Signature: ERVES GACUTAN

Name: AMY TODD Phone: 426 644 1292

Address: 1141 FAIRVIEW AVE Signature: AMY TODD

Name: NICK LAUB Phone: 951 634 4174

Address: 1214 VIA DEL REY Signature: NICK LAUB

Name: TAGOR MANAVIAH Phone: 310-872-8260

Address: 1121 MERIDIAN AVE Signature: TAGOR MANAVIAH


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.


Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.


Name: JESS MANAUDAN Phone: _____

Address: 1121 MERIDIAN AVE Signature: 
SOUTH PAS, CA 91030

Name: Yen-Linh Ran Phone: _____

Address: 714 Hawthorne St Signature: 
South PAS CA 91030

Name: VAISHALI TILAYE Phone: _____

Address: 1719 Fremont Ave Signature: 
South Pas, CA 91030

Name: Cynthia Louie Phone: Cynthia Louie

Address: 1513 Camino Lindo Signature: 
South Pasadena

Name: Kevin Louie Phone: _____

Address: 1513 Camino Lindo Signature: 
S. Pasadena

Name: Robert Liu Phone: _____

Address: 2001 Alpha street Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experiencing destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Iris Lin Phone: 626-872-9793
Address: 1855 Diamond Ave. Signature: [Signature]
S Pasadena, CA 91030
Name: Cecil Choe Phone: 626-380-6066
Address: ~~Cecil Choe~~ Signature: [Signature]
1855 Diamond Ave, S. Pa, 91030
Name: ITC TRAN Phone: 323-497-2808
Address: 1731 Camino Lindo Signature: ITC Tran
Name: [Signature] Patrick Lau Phone: 323-428-8011
1731 Camino Lindo
Address: ~~Anna Nguyen Lau~~ Signature: [Signature]
Name: Anna Lau Phone: 909-456-5057
Address: 1731 Camino Lindo Signature: [Signature]
Name: Den Bisan Phone: ~~323-370-8226~~ 323-370-8226
Address: 1707 Camino Lindo Signature: [Signature]

Subject to preservation of
a minimum population of peafowl


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.


Name: Edwin Ng 716 Flores de Oro Phone: 626-⁶⁰⁸~~008~~8959

Address: edwin.ng.interact@gmail.com Signature: 


Name: Dkinna Ng Phone: 626-283-9155

Address: 716 Flores de Oro
ngchin.d@gmail.com Signature: 


Name: Rosa Ng Phone: 626-318-3399

Address: 716 Flores de Oro
Rosang1468@yahoo.com Signature: 

Name: Mihosa Ching Phone: 323-256-7811

Address: 317 Monterey RP # 29
So. Pas. CA 91030 Signature: 

Name: Alison Rainey Phone: 626-799-7914

Address: 609 Charter Oak
3 Pico CA 91030 Signature: 

Name: Laura Calderon Phone: 323-835-5105

Address: 1406 Via Del Rey Signature: 

Collected by SLucas N. Tzari
A.D. - 07/21/2020

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: WILLIAM CHAN Phone: (626) 236-0241
Address: 1401 Via Del Rey Signature: [Signature]
S. Pasadena

Name: ELINOR Rhee Phone: (213) 926-9874
Address: 1401 Via Del Rey Signature: [Signature]

Name: KAREN HWA Phone: (626) 215-4504
Address: 5724 Garfield Ave Signature: [Signature]

Name: PAT TOM Phone: (323) 258-1167
Address: 1419 Via del Rey, So. Pasadena Signature: [Signature]

Name: Albert Kwong Phone: 213-798-0662
Address: 1832 Hauscom Dr Signature: [Signature]

Name: Mike Wong Phone: 146-282-567E
Address: 2207 Via Del Rey Signature: [Signature]

Collected by shirley Nitgan 6/21/2022
A.D. - 98

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Aesoon Koh Phone: 626-802-0654

Address: 809 Flores De Oro Signature: [Signature]

So
Name: Fanny Johnson-Griffin Phone: 323-605-9273 ✓

Address: 806 Flores de Oro Signature: Fanny Johnson-Griffin

Name: Wei Pei Phone: 415 894 0603

Address: 706 Flores de Oro Signature: [Signature]

Name: Lian Xu Phone: 415 215 7663

Address: 706 Flores de Oro Signature: [Signature]

Name: MARSHALL ~~LEW~~ LEW Phone: 323-255-4899

Address: 700 Flores de Oro Signature: Marshall Lew

Name: JENNY LEW Phone: 323-255-4899

Address: 700 Flores de Oro Signature: Jenny Lew

Collected by Shlomo Nitzari
A.D. - 996/21/2022

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Margaret Lee Phone: 323-240-7735
Address: 632 Altavista Circle Signature: Margaret Lee

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: SALLY LUE Phone: 323-256-3838

Address: 2037 VIA DEL REY Signature: Sally Lue
50 PASADENA, CA 91030

Name: KNOK J. LUE Phone: 323-256-3838

Address: 2037 VIA DEL REY Signature: Knok J. Lue
SOUTH PASADENA, CA 91030

Name: _____ Phone: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Joseph Wong Phone: 818-601-2661
Address: 401 Camino Verde Signature: [Signature]

Name: Irene Wong Phone: (818)601-2553
Address: 401 Camino Verde Signature: [Signature]

Name: [Signature] Madeleine Wong Phone: (026)318-4061
Address: 401 camino verde Signature: Madeline Wong

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Jessica Rotenbacher Phone: 626 354 7951
Address: 455 La Terraza St S. Pasadena CA 91030 Signature: [Signature]
A.D. 101


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

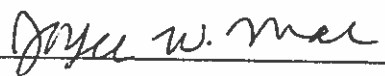
Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: JERRY MAR Phone: (323) 258-2373

Address: 406 LA TERRAZA Signature: 
SOUTH PASADENA, CA 91030

Name: Joyce W. Mar Phone: (323) 258-2373

Address: 406 La Terraza Signature: 
South Pasadena, CA

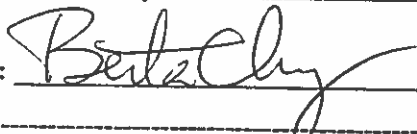
PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.


Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: BERTA CHOY Phone: 626-695-0002

Address: 271 CAMINO DEL SOL Signature: 
SOUTH PASADENA

Name: HOWARD LEW Phone: 626-319-8948

Address: 271 CAMINO DEL SOL A.D. - 102 Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Sample

Name: ~~Jerilyn Cheen~~ Phone: ~~626-695-0888~~
Address: ~~813 La Bellerita St~~ Signature: ~~[Signature]~~

Name: ~~Adil Nazki~~ Phone: ~~302-557-7797~~
Address: ~~807 La Bellerita St.~~ Signature: ~~[Signature]~~

Name: ~~Aescun Koh DVP~~ Phone: ~~626-802-0654~~
Address: ~~809 Flores De Oro~~ Signature: ~~[Signature]~~

Name: ~~YVONNE POON~~ Phone: ~~626-441-1698~~
Address: ~~1267 Via Del Rey~~ Signature: ~~[Signature]~~

Name: ~~SEAN LAY~~ Phone: ~~310-748-8386~~
Address: ~~1225 1/2 A DEL REY~~ Signature: ~~[Signature]~~

Name: ~~GLORIA HINE~~ Phone: ~~323-254-4274~~
Address: ~~1231 Via Del Rey~~ Signature: ~~[Signature]~~

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: PAISI YEE Phone: 626-676-7677

Address: 236 CAMINO DEL SOL, SOUTH PASADENA Signature: Paisi Yee

Name: ARTHUR WEBB Phone: 626-676-1095

Address: 230 Camino del Sol Signature: Arthur Webb
SOUTH PASADENA, CA

Name: Miriam OBIZARS Phone: 323 254 9811

Address: 260 Camino del Sol Signature: Miriam

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Yee-Sum Mak Phone: (424) 236-2142

Address: 600 Indiana Terrace, South Pasadena, CA Signature: Yee Sum Mak

m

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

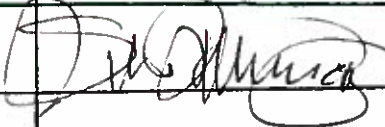
We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evcnings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

Add phone # because they are to verify

Name + Phone #	Address	Signature
1 EDWARD CASARINIS	1670 CAMINO WILCO	
2		

PEAFOWL PETITION

We residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there 60 peafowl including 7-8 mature males and 4-5 2 years-old that will be ready to mate next year which will raise the population to nearly 100.

Currently, we are experience destructive effect especially by males which scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating season their ear-piercing yelping particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanely capture the animals and relocate to another hospitable environment.

Name: _____

Address: _____

Name: _____ Phone: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: CHUN-HOU ORR Phone: (323) 258-8688

Address: 1601 VIA DEL REY, SO. PAS Signature: 

Name: Shu-Fang Orr Phone: (323) 258-8688

Address: 1601 Via Del Rey, S. Pasadena Signature: 

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Carlin Wong Phone: 310-701-1401

Address: 278 Camino del Sol Signature: 

Name: Neda Poommipanit Phone: 310-966-0540

Address: 278 Camino del Sol Signature: 

A.D. - 106

Name: _____

Phone: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: David Shigekawa Phone: (323) 258-3020

Address: 1555 Indiana Ave Signature: 

Name: MARJORIE SHIGEKAWA Phone: 323-258-3020

Address: 1555 INDIANA AV Signature: 

Name: TIMOTHY LEE Phone: 323 256-2246

Address: 1406 SANTA TERESA Signature: 

Name: Christine Kan Phone: (323) 259-8808

Address: 1606 Santa Teresa Signature: 

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: AMY S. WONG Phone: (323) 547-7856

Address: 301 CAMINO DEL SOL Signature: Amy S. Wong
SOUTH PASADENA, CA 91030

Name: GALEN WONG Phone: 323-333-0888

Address: 301 CAMINO DEL SOL Signature: [Signature]
S. PASADENA, CA 91030

Name: VILIAN WONG Phone: 323 258-3449

Address: 1527 Via Del Rey Signature: Vilian Wong
SE PASADENA, CA 91030

Name: GLEN WONG Phone: 323-258-3449

Address: 1527 Via Del Rey Signature: Glen Wong
S. PASADENA, CA 91030

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Brenda Low Phone: _____

Address: 1824 Via Del Rey Signature: 
S. P.

Name: Kimberlin Low Phone: _____

Address: 1824 Via Del Rey Signature: 
South Pasadena, CA

Name: Charles Low Phone: _____

Address: 1824 Via Del Rey Signature: 
S. Pas, CA

Name: Naomi Low Phone: _____

Address: 1824 Via del Rey Signature: 
South Pasadena, CA

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: GARY TANG Phone: (323) 816-7723

Address: 438 LA TERRAZA Signature: 

Name: Wendy Tang Phone: (213) 760-0574

Address: 438 La Terraza Signature: 

Name: Scott Tang Phone: (323) 383-6457

Address: 438 La Terraza Signature: 

Name: Ryan Tang Phone: 323 383-5839

Address: 438 La Terraza Signature: 

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: CHR H. MARC Phone: 626-354-8647

Address: 600 INDIANA TER, Signature: CHR H. MARC

Name: Sophia Teroria Phone: 972-743-6544

Address: 1520 Indiana Ave. Signature: Sophia Teroria

Name: Lexie Scholtz Phone: (323) 383-4349

Address: 1565 Indiana Ave Signature: Lexie Scholtz

Name: Rudy Lacayo Phone: 310729-9153

Address: 1701 Via Del Rey Signature: Rudy Lacayo
52 Pasadena CA 91030

Name: Danielle Pong Phone: (626)-389-7416

Address: 1842 Via Del Rey Signature: Danielle Pong
SOUTH PAS, CA 91030

Name: _____ Phone: _____

Address: _____ Signature: _____


PEAFOWL PETITION

We the residents of the Altos de Monterey are struggling with the peafowl for a number of years and at this time, we want the city to mitigate this ongoing problem. The peafowl is not an indigenous animal to our community. They are considered to be wild chickens and not protected by the state of California. Currently there are 60 peafowl including 7 - 8 mature males and 4 - 5 2 year-olds that will be ready to mate next year which will raise the population to nearly 100.

Currently we are experience destructive effect especially by males with scratch dark painted cars as well as digging areas of cultivated lawns. They present health issues due to poop droppings on sidewalks, pool decks and entry patios. During the mating, season their ear-piercing yelping, particularly in the early evenings and starting about 3:00AM to 7:00AM that disrupt our sound sleep. In addition, they walk slowly in the middle of the street and cause cars to stop dangerously.

We want the city to hire a licensed trapper to humanly capture the animals and relocate to another hospitable environment.

Name: Gina Wu Phone: (626) 376-7602

Address: 285 Camino Del Sol Signature: 

Name: Richard Lim Phone: (626) 872-3782

Address: 285 CAMINO DEL SOL Signature: 

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

Name: _____ Phone: _____

Address: _____ Signature: _____

**Emailed Public Comment
Item #23
July 20, 2022**

From: [L Esposito](#)
To: [City Council Public Comment](#)
Cc: [City Council](#); [Armine Chaparyan](#); [Brian Solinsky](#); [Joanne Nuckols](#); [Delaine Shane](#); [Sally Takeda](#); [Kim Carlson](#); [Wende Lee](#); [Ronald Rosen](#); [Sean Teer](#); [Emily Beaghan](#); [MARY FARLEY](#); [Jim Sherman](#)
Subject: City Council Meeting 7/20/22: Closed Session items B and Open Session item #23
Date: Wednesday, July 20, 2022 7:23:04 AM
Attachments: [Petition Signatures SB391.pdf](#)

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

We respectively ask that you not take any action on Closed Session items B and Open Session item #23 until we have time to fully review the agenda items, which are extensive and not made available Thursday, and there is a neighborhood meeting/discussion as to what is best for our neighborhood and our future.

The 710 corridor neighborhoods are re-submitting this petition, which was originally sent last year to object to SB 381 implementation by the South Pasadena City Council. We feel the law that was proposed and now passed does not restore our corridor neighborhoods to pre-Caltrans occupation.

We support plans proposed for Caltrans (CT) house sales to existing tenants and South Pasadena Preservation Foundation Sale Plans for vacant houses, based on the 2002 Berkshire sale.

Caveat: Due to the city's interest in hiring an outside entity to conduct a Needs Assessment regarding selling of the corridor CT properties, respectfully note the following:

Residents are the experts. We are the stakeholders, and live amongst several CT-owned properties. We ARE uniquely qualified to consult on the needs of Bonita Drive and Meridian Avenue.

Residents alone successfully curtailed the April 6, 2020 attempted commandeering of Bonita Drive by a liberal by organization, Reclaiming Our Homes (ROH), responsible for a dozen illegal entries in El Sereno, February 2020.

ROH attempted a coup again on November 25, 2020 (the day before Thanksgiving). The South Pasadena Police Department and residents were instrumental in thwarting another takeover attempt.

South Pasadena 2022 would look drastically different were it not for the swift, incisive actions of our neighborhood.

We demand the houses be renovated by qualified buyers who meet the

necessary requirements.

Residents are the experts.

See details below.

UPDATED PETITION 7/18/2022

As residents of the former 710 corridor, and adjacent, in South Pasadena, we are disproportionately affected by any state and local legislation related to the disposition of the Caltrans housing. We disagreed with the language of 381 last year and we still disagree more so now that the legislation and accompanying regulations are final. It is our understanding that in the final days of the legislative session two amendments were added that are fatal flaws and render the legislation financially infeasible for South Pasadena. All of the other problems stated in the petition are still valid and now the fatal flaws make it even more of a problem.

Caltrans has mismanaged these properties for over 50 years by subjecting their tenants to substandard living conditions, failing to maintain vacant homes, and ignoring the neighboring homeowners who live with their negligence and the devaluation of the properties in our neighborhood. Instead of the city's promotion of a vague and top down forced piece of state legislation, we residents want the city to facilitate the following:

IMMEDIATE SALE AND RESTORATION OF VACANT, UNOCCUPIED CALTRANS PROPERTIES TO QUALIFIED, OWNER-OCCUPIED BUYERS

NO OUTSIDE "HRE" MANAGEMENT OF PROPERTIES

We want all, unoccupied, vacant properties to be sold to a pool of qualified buyers who will restore the properties and become the resident home owner.

We DO NOT want any unoccupied, vacant properties to be managed by a Housing Related Entity ("HRE") and managed as "affordable housing". We already have this with Caltrans. Additionally, the city has lacked enforcement on the maintenance of other entities like Esperanza Housing in our neighborhoods. Sell them to a qualified buyer so they can rehabilitate the property and reside in it. Homeownership brings a sense of stability, belonging to a community and pride of ownership!

• HOMEOWNERSHIP FOR CURRENT CALTRANS TENANTS RESIDING IN THEIR HOME

We want our neighbor-CT tenants to be guaranteed priority to purchase their property. The Roberti Act promised these tenants the option to buy years ago. Many are waiting for ownership to do the necessary home restorations. Many of the CT tenants buying their houses are affordable. We understand that affordable home ownership houses will be put back on the tax rolls, but affordable rentals do not go back on the tax rolls which is why the city needs to help these tenants with the process to purchase their houses and navigate the CT bureaucracy.

• NO LOT SPLITS OR ZONE CHANGES OTHER THAN THOSE MANDATED BY PRESENT STATE LAW

We DO NOT want any Caltrans properties to be allowed to be demolished in order for a buyer to then build any other type of home than is already mandated by present law. Already, our neighborhood is at its capacity. Adding more parking, more potholes on the streets from overuse, more sewer line issues by adding density is an overburden to our already dense neighborhood.

Our city's #1 income is our property taxes! Place these properties back on the county tax rolls! We have patiently waited for these homes to sell for several years. Please allow the sales to continue with the existing Roberti Act without additional legislation.

At a meeting of the neighborhood last year with Interim City Manager Sean Joyce it was our understanding that the city was going to pursue the side by side escrow model of 2002 Berkshire for the sale of the vacant CT houses to private home buyers that would put "sweat equity" into the homes to live in them. We welcomed that proposal, but that's not what happened.

We have not had a meeting since last year and your actions on 7/20/22 Closed and Open Agenda will determine if our neighborhoods is restored and revitalized to pre CT occupation, per the Roberti Law which we desperately want, or will suffer 50 more years of bureaucratic substandard living conditions.

We would like a meeting with city staff and our Council representatives to discuss the future plans of the city before any decisions and actions by the council which will detrimental to our quality of life in the SR 710 corridor and the city's financial future.

We respectfully ask that you not take any action on Closed Session items B and Open Session item #23 until we have time to fully review the agenda items, which are extensive and not made available Thursday, and there is a neighborhood meeting/discussion as to what is best for our neighborhood and our future.

Please see attached SB 391 Petition Signature Page.

Sincerely yours,
—Linda Esposito

Petition Signatures SB391

Joanne Nuckols
Tom Nuckols
Victoria Patterson
Chris Patterson
Cole Patterson
Ry Patterson
Laurance Lau
Callie Lau
Delaine Shane
Russel Shane
Elizabeth Anne Bagasao
Ann Ogawa
Ava Herrera
Blair Slattery
Bonnie Kingry
Brian Bright
Brock Carlson
Doug Watkins
Ed Herrera
Emily Beaghan
Grace Song
Jean-Claude Jones
Jenny Bright
Jerry Wong
Matthew Burmood
Barry Kleinman
Phil Stalker
Billy Reed
Linda Esposito
Matthew Barbato
Larry McGrail
Marko Chase
Fahren James
Danzy Senna
Natasha Prime
Richard Guerrero
Megan Guerrero
Po Lin
Bert DeMars

Brandon Fox
Jamie Drinville
Chris Mathews
Michael Kemp
Mila Renken
Megan Guerrero
Christine Chin
Colleen Grace
Ezequiel Quezada
Michele Clark
Marko Chase
Anne Rector
Raymond Givigian
Kathleen Baumann
Traci Samczyk
Veronica Arementa
Sally Takada
Heidi Owen
Esther Mar
Joo Lee
Christine Feldman
Jeannie Rodriguez
Julian Cardenas
Lawrence Wingard
Lily Guzman
Charl Greene
Michael Girvigian

Tuesday, July 19, 2022

Subject: Caltrans vacant lot at 215 Fairview Ave.

Council members:

The double wide vacant Caltrans lot at 215 Fairview Ave., zoned RS low density single family, is listed for possible sale. A lot split for two single family homes might be acceptable.

Any attempt by profiteers in this town, to have the city rezone it for multiple residential would meet with very strong opposition by surrounding neighbors. I would consider a law suit against the city for diminution of my property value.

Respectfully yours,



Bert DeMars
300 Fairview Ave.
South Pasadena, CA

From: [Greg Weinbrecht](#)
To: [City Council Public Comment](#)
Cc: [andrea sweet](#)
Subject: PUBLIC COMMENT: ITEM 23: July 20th City Council Meeting
Date: Wednesday, July 20, 2022 10:26:25 AM
Attachments: [Letter to South Pasadena City Council RE Item23 Weinbrecht.pdf](#)

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

July 20, 2022

To the Mayor and City Council Members,

In Regards to Item # 23:

We are tenants of one of the 46 occupied properties, and have been for over 10 years now. We have weighed in before at city council meetings, but have not been given much in the way of direct support, so we were happy to see that item 23 had identified the priority of preventing the displacement of current tenants and supporting those tenants interested in homeownership in its outlining goals.

However, in reading through the rest of the item we were confused as it seems that no pathway is made available. It seems the occupied houses are an afterthought to the unoccupied homes.

If the city is meeting with Caltrans, specifically Edward Francis and Carolyn Dabney, the opportunity should also be afforded to the tenants, to express their findings on the condition of their homes in full view and with the support of the city.

We recently had inspections, estimates and our own appraisal that determined that our home shows a *\$150,000 difference between Caltrans' appraisal and our own.*

When we notified Caltrans (Carolyn Dabney) of this disparity, they outright denied our claims with no recourse. *Our appraiser was from a vendor that Caltrans uses themselves!*

(We can make these documents available to the city upon request for your review)

How is it that occupied purchasers should be saddled with the bill for years of neglected repairs? This in tandem with the rising increase in interest rates puts an enormous financial burden on those who simply want to remain city residents. Item 23 seems to indicate that the city also feels that the condition of these properties could be an issue for them as well moving forward.

Caltrans paid \$17,500 for the property we currently occupy in 1970. Our rent during the 10+ years of residence has paid for this house in full 13x over, and that doesn't even account for the tenants that came before us.

Homebuyer Education Workshops are not going to answer or solve the problem of the condition and pricing of these properties. We are asking for the city to take a stand and make good on its promise to help the current tenants in a meaningful way, by helping to settle buyer and seller differences and calling for an independent mediator or judge to make a final determination of condition and price once offered.

Sincerely,
Gregory and Andrea Weinbrecht
1821 Meridian Ave.
South Pasadena, CA 91030

July 20, 2022

To the Mayor and City Council Members,

In Regards to Item # 23:

We are tenants of one of the 46 occupied properties, and have been for over 10 years now. We have weighed in before at city council meetings, but have not been given much in the way of direct support, so we were happy to see that item 23 had identified the priority of preventing the displacement of current tenants and supporting those tenants interested in homeownership in its outlining goals.

However, in reading through the rest of the item we were confused as it seems that no pathway is made available. It seems the occupied houses are an afterthought to the unoccupied homes.

If the city is meeting with Caltrans, specifically Edward Francis and Carolyn Dabney, the opportunity should also be afforded to the tenants, to express their findings on the condition of their homes in full view and with the support of the city.

We recently had inspections, estimates and our own appraisal that determined that our home shows a **\$150,000 difference between Caltrans' appraisal and our own.**

When we notified Caltrans (Carolyn Dabney) of this disparity, they outright denied our claims with no recourse. **Our appraiser was from a vendor that Caltrans uses themselves!**
(We can make these documents available to the city upon request for your review)

How is it that occupied purchasers should be saddled with the bill for years of neglected repairs? This in tandem with the rising increase in interest rates puts an enormous financial burden on those who simply want to remain city residents. Item 23 seems to indicate that the city also feels that the condition of these properties could be an issue for them as well moving forward.

Caltrans paid \$17,500 for the property we currently occupy in 1970. Our rent during the 10+ years of residence has paid for this house in full 13x over, and that doesn't even account for the tenants that came before us.

Homebuyer Education Workshops are not going to answer or solve the problem of the condition and pricing of these properties. We are asking for the city to take a stand and make good on its promise to help the current tenants in a meaningful way, by helping to settle buyer and seller differences and calling for an independent mediator or judge to make a final determination of condition and price once offered.

Sincerely,
Gregory and Andrea Weinbrecht
1821 Meridian Ave.
South Pasadena, CA 91030

**Emailed Public Comment
Item #25
July 20, 2022**

From: [tony fong](#)
To: [City Council Public Comment](#)
Subject: Public Comment
Date: Wednesday, July 20, 2022 12:04:54 PM

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

Hello,

My name is Tony Fong and the homeowner of 1934 Marengo. Adding a second crossing guard on Marengo and Huntington makes sense for the safety of the children and pedestrians. It is a busy intersection and there are a lot of walking transactions.

Thank you for your time.

Tony Fong

From: [Sandy Shannon](#)
To: [City Council Public Comment](#)
Subject: Additional Crossing Guard on Huntington & Marengo
Date: Tuesday, July 19, 2022 11:29:33 AM

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

Hello,

My name is Sandy Shannon and I am a resident on La France Avenue. Every weekday I walk my 8 year-old and 5 year-old to school, and we cross Huntington Avenue. I have seen countless times cars turning left from Marengo while someone is in the crosswalk. This year someone was turning right from Huntington onto Marengo and almost hit my children. Thankfully I was there to pull them back, but they had the right of way with the cross signal, and this incident could have ended very badly. I also volunteered as the crossing guard a few mornings at the end of the school year, and witnessed many drivers not following the traffic laws.

I am in a fortunate position that I work from home and therefore am able to walk my children to school each day. However, many children walk themselves to school in the morning, and don't have that extra set of parental eyes keeping a watch on all the cars in the area. Huntington Avenue is a major corridor to the LA area, particularly Downtown Los Angeles. People are rushing to work in the morning, and this puts our youngest South Pasadena residents at risk.

We moved to South Pasadena because of the strong community and excellent public education system, and safety when walking to school is a basic tenet of those values. Please add the second crossing guard at Marengo & Huntington, before an accident happens that could have been so easily prevented.

Thank you for your time and consideration on this important matter.

Sincerely,
Sandy Shannon

From: [Cassie Terhune](#)
To: [City Council Public Comment](#)
Subject: Crossing Guard at Marengo & Huntington - Agenda Item 29 for Wednesday 7/20/2022
Date: Tuesday, July 19, 2022 4:52:35 PM

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

Hello Council Members & fellow South Pasadenans,

We are hoping you will take our need for a second crossing guard at Marengo & Huntington by the first day of the 2022-2023 school year as seriously as we do. We live south of Huntington and our two high schoolers have to cross this intersection to get to school. Our children have experienced too many close calls, and we no longer let them cross there during school rush hour, which is a sad statement about our community and how we care for our students. Cars crossing onto Huntington during the walk light either do not see the pedestrians or do not care. We have witnessed two different neighbors at two different times almost be mowed down, small children and strollers in tow. It is terrifying and ridiculous.

We do not have time to wait for a traffic study. One certainly needs to be done, but we absolutely cannot allow our children and caregivers to be left in the present precarious situation while we wait. There are three public schools whose zone of attendance includes our neighborhood, and that intersection is the safest way we have to cross. We must make the safety of our school children a priority.

Please do not let my friends and our children get hurt or killed while we wait on action to be taken. A second crossing guard is an easy solution, and we need one in place on August 11. Please act for our safety.

Sincerely,
Cassandra & Andrew Terhune

From: [Kristen Kuhlman](#)
To: [City Council Public Comment](#)
Subject: Crossing guard at Marengo/Huntington
Date: Wednesday, July 20, 2022 10:15:46 AM

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

My kids and I had yet another close call last month walking to summer school at the intersection of Marengo and Huntington Drive. Many of the drivers making a right turn from Huntington to go south on Marengo don't slow down to look for pedestrians stepping into the crosswalk before they make their turns. Visibility is also very poor at the southwest corner of the intersection as cars are typically parked all along the south side of Huntington. Cars cannot see us standing on the corner waiting to cross.

What would help? A crossing guard standing on that corner wearing a bright yellow vest holding a large stop sign to get drivers' attention before we step into the street. Please consider providing an additional crossing guard to help our kids and parents cross safely on both sides of the street!

Thank you,
Kristen Kuhlman

From: [Ella Hushagen](#)
To: [City Council Public Comment](#)
Subject: Fwd: PSC Public Comment Re: Second Crossing Guard at Marengo & Huntington
Date: Wednesday, July 20, 2022 12:01:46 PM
Attachments: [2022-06-13 comment re crossing guard Marengo and Huntington.pdf](#)

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

Hello,

I am submitting this public comment signed by 113 community members, as well as some public comments by children who live south of Huntington, which was previously submitted to the Public Safety Commission. Please include it in the agenda packet for **agenda item 25**.

Thanks!

Ella Hushagen

June 13, 2022

Public Comment Re: Second Crossing Guard at Huntington Dr. and Marengo Ave.

Dear Public Safety Commissioners,

We submit this comment to request a second crossing guard at the intersection of Huntington Drive and Marengo Avenue.

In the past school year, there have been a number of near misses, wherein drivers turning onto Huntington from Marengo have almost hit children and adults. A mom had to aggressively flag down a driver to prevent him from colliding with her 9-year-old kids, on their way to school. A dad had to essentially push his child out of the way of a turning vehicle. On Friday, May 13, 2022, a father heading home from dropping off his kids was nearly struck by a speeding car turning left onto Huntington. The car swerved wildly to avoid striking him.

The intersection serves many Marengo Elementary and South Pasadena Middle and High School students who live south of Huntington. The crossing guard stationed at the southeast corner of the intersection is attentive and reliable. But this is a large, busy intersection, with six lanes of traffic to cross. Commuters treat Huntington like a highway, driving at very high speeds. There are serious risks to student pedestrians and their parents that one crossing guard cannot mitigate alone.

The City's current contract for crossing guard services is \$177,716 per year—less than two percent of the \$10 million South Pasadena Police Department annual budget. The addition of one crossing guard at Marengo and Huntington to promote the safety of our students and pedestrians is reasonable and doable.

At a similar intersection with Huntington near Valentine Elementary in San Marino, the city has stationed two crossing guards.

South Pasadena is a wonderful city for walking, with its tree-lined streets and friendly neighbors. We want to encourage our students to walk by creating a safe environment for it. **We request that you recommend that City Council direct SPPD to station a second crossing guard at Marengo and Huntington.**

Signed,

- | | |
|----------------------------|--------------------|
| 1. William D. Allen, MD | 8. Amy Betts |
| 2. Alexis Altounian | 9. James Boyle |
| 3. Bree Arnall-Hazard | 10. Kristin Boyle |
| 4. Elizabeth Arnall-Hazard | 11. Candice Carter |
| 5. Soo Baek | 12. Laurie Chatham |
| 6. Eva Bana Romero | 13. Francis Cholko |
| 7. Frederic Bana Romero | 14. Frank Chu |

15. Danelle Courtice
16. David Courtice
17. Owen Ellickson
18. David Evans
19. Sally Evans
20. Jessica Fang
21. Bruce Finstead
22. Melissa Finstead
23. David Foster
24. Katie Gallagher
25. Noel Garcia
26. Armi Gatdula
27. Julie Giulioni
28. Sieu Ha
29. Leslie Hanway
30. Elizabeth Hernandez
31. Elizabeth Hong
32. Wallace Huang
33. Ella Hushagen
34. Kyle Imoto
35. Paula Imoto
36. Chris Kan
37. Jeff Kuhlman
38. Kristen Kuhlman
39. Shirley Lac
40. Julius Law
41. Judy Lee
42. Mindy Lee
43. Shannon Lee
44. Tony Lockhart
45. Deborah Louie
46. Irene Miller
47. Leonard Mlodinow
48. Lisa Montano
49. Jill Nemiro
50. James Park
51. Sarah Perez-Silverman
52. Ken Rudman
53. Shari Sakamoto
54. Shannon Scavo
55. Peter Schubin
56. June Scott
57. Edward Seo
58. Mike Shannon
59. Sandy Shannon
60. Peggy Shirreffs
61. Michael Siegel
62. David Sifuentes
63. Joyce Subject
64. Priscilla Swantner
65. Quinton Swantner
66. Andrew Terhune
67. Cassandra Terhune
68. Vanessa Valencia
69. Lulu Wang
70. Patrick Wright
71. Changhuei Yang
72. Alice Yung
73. Jason Zahn

Name	Email (optional for updates)
ALVARO Maldonado <i>and</i>	[REDACTED]
Hung Jennifer	[REDACTED]
Angie Beth Lombardi Castillo	[REDACTED]
ANDREW MACLOAN	[REDACTED]
STEPHANIE MACLEAN	[REDACTED]
Ayumi Nagata	
JIM TRUONG	
MEVIN DEA	
Andrus POVIAS V.	[REDACTED]
Cindy OKITA	[REDACTED]
Heather Blund	[REDACTED]
Michael Keller	[REDACTED]
Hazen Schnell	[REDACTED]
Alex Lu	[REDACTED]
Ai Rong Wei	
Karen Tamis	[REDACTED]
Lida Aletzi	[REDACTED]
RYAN ROBERTS	[REDACTED]
Ines KNO PERSCHKE	[REDACTED]
SCOTT TOSHIMA	[REDACTED]

GMAIL

Name	Email (optional for updates)
Luis Villa	
Tom Li	[REDACTED]
KEVIN CRUST	
ADAM HAVVITS	
Emily T. Porter	[REDACTED]
Tom Tan	[REDACTED]
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
Craig Ressinger	[REDACTED]
Edmund Yip	[REDACTED]
JACK WAN	[REDACTED]
Alex L	
James Boyle	
Ann Shah	
Christina Ghaly	
ALEX MONTES	[REDACTED]
KYLE CHRYSAL	
Jennifer Flint	[REDACTED]
Youn Sook Kim	[REDACTED]

My name is Jack, and I am in 5th grade. I would like a second crossing guard at the Huntington / Marengo intersection. People look at their phones all the time, speed, and blow through red lights. This is why another crossing guard would be helpful.

Hi, my name is Claire Kuhlman. I am going to be a fifth grader. I live on La France Ave, so I walk across Huntington every day to get to school. One time I was about to step into the street when a car came zooming around the corner. My mom had to pull me away, so I wouldn't get hit. I would feel much safer if there was a second crossing guard to help me cross the busy streets. Thank you!

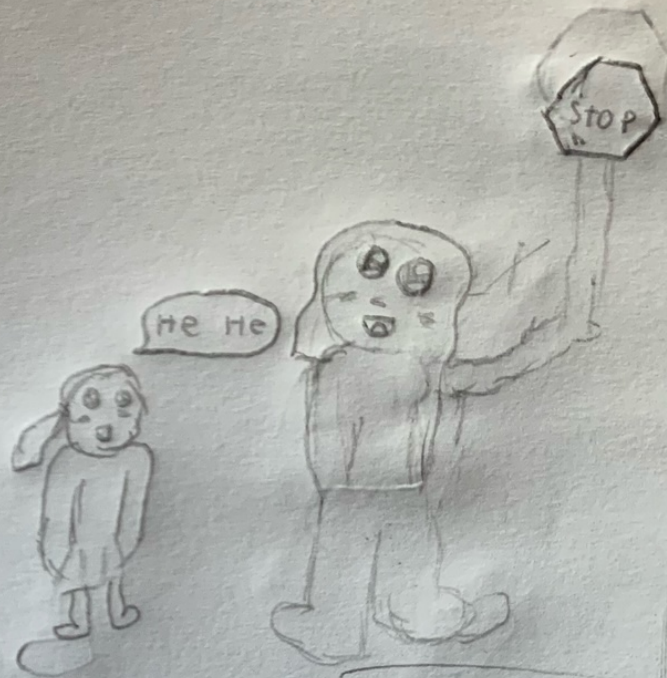


I think its inportant to have
a crossing gaurd because if we
dont kids could get run over.

Love,
Finley



Hi I am Tallulah courtice
I am a 4th grader. I
walk to school every day
and I dont feel safe when
I cross the road.
So if you're ok with this
we can get another crossing
guard so we dont get
hit on Marango or Huntington
street. Maybe if it were
safer my parents would let
me walk to school on my
own.



0
0
0
0
x

Hi. My name is Lucinda Grace Ellickson. I am a rising 4th grader at Marengo Elementary.

I live on the west side of Marengo, so it's the quickest route for me to get to school. I think it'll be a lot safer once we are promised a second crossing guard for the Marengo and Huntington intersection so that we can stop fretting about getting run over by a truck.

From: [Ji-Lan Zang](#)
To: [City Council Public Comment](#)
Subject: Crossing guard at Huntington and Marengo
Date: Tuesday, July 19, 2022 4:45:12 PM

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

Hello,

We are parents of a Marengo Elementary student who cross the Huntington and Marengo crosswalk every day during the school year. We are strongly in support of having a second cross guard at this intersection, as we see many children (some walking, some by bike) who are at danger while crossing the street with vehicles that are turning left and disregard the pedestrian/biker right of way. One crossing guard is simply not enough, as children tend to cross on both the east and west sides of Huntington. The single crossing guard is often stationed at the west side of Huntington, but she is unable to assist the children crossing on the east side of the same street.

Thank you!

Ji-Lan Zang and Wallace Huang, parents of Lucas Huang (Marengo Elementary first grader).

From: [Julie Winkle Giulioni](#)
To: [City Council Public Comment](#)
Cc: [Ella Hushagen](#)
Subject: Let's keep our kids safe!
Date: Tuesday, July 19, 2022 11:06:43 AM

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

Please share this as a public comment related to the crossing guard agenda item.

Huntington Drive is a major thoroughfare that carries an ever-increasing volume of traffic that presents a very real danger to local children and parents alike. The configuration of the intersection teamed with the number and speed of vehicles as well as frequently distracted drivers demands more than one crossing guard during peak student transit times. The small incremental increase in expense to the City is insignificant when compared to potential injury or loss of young lives. Let's not force parents to exacerbate traffic and parking problems around Marengo during drop off and pick up. Let's allow kids and families to walk to and from school... and to do it safely. Thank you for your consideration.



Julie Winkle Giulioni
Author, Virtual /Live Keynote Presenter, Inc.'s Top 100 Leadership Speakers

818.219.7988 | www.juliewinklegiulioni.com



From: [BA Finstead](#)
To: [City Council Public Comment](#)
Subject: Marengo and Huntington Drive Intersection
Date: Tuesday, July 19, 2022 12:03:21 PM

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

My wife Missy and I have witnessed several “near misses” of cars narrowly missing pedestrians lawfully crossing this intersection. Given the number of unaccompanied grade school children who use this intersection, we believe it is imperative to add an additional crossing guard there. we understand that it would be wise to have a comprehensive approach to the use of crossing guards city wide, but such a need for a general approach should in no way keep the city from adding an additional crossing guard to this intersection immediately.

Bruce “BA” Finstead
Missy Finstead

From: [Paula Imoto](#)
To: [City Council Public Comment](#)
Subject: marengo/huntington crossing guard
Date: Tuesday, July 19, 2022 11:46:58 AM

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

Hi... I live south of Huntington and occasionally walk my kids (8 and 6 years olds) to Marengo Elementary School. Over the past two years, I have witnessed many "close calls." Mostly, the drivers are distracted on their phones and/or fail to see pedestrians walking. Some are driving way over the speed limit and cannot stop in time for pedestrians. I have also seen a middle schooler boy walking alone almost being run over by a car that ran a red light. For the safety of our students, families, and pedestrians, it is crucial and essential to add a second crossing guard for this busy intersection before a tragic accident occurs. Thank you for your time and consideration.

Paula Imoto

From: [Edward Seo](#)
To: [City Council Public Comment](#)
Subject: Public Comment - Agenda Item #25 - Request for Crossing Guard
Date: Wednesday, July 20, 2022 11:46:53 AM
Attachments: [SPas Public Hearing Comment 07.20.22 - Crossing Guard - Edward Seo.pdf](#)

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

Dear Councilmembers:

My name is Edward Seo, and I am an attorney at the largest law firm in California. I am the managing partner for the Korean Business Litigation Group in the Los Angeles office. I have represented municipalities and various school districts in California, including LAUSD. I have also litigated cases involving traffic control at busy intersections. I am currently an adjunct professor at USC Gould School of Law as well. I make this statement in support of an additional crossing guard at the intersection of Huntington Dr. and Marengo Ave. in South Pasadena (hereinafter referred to as "subject intersection").

Perhaps more germane than any other family, I own the only single-family home directly at the corner of the subject intersection. I am acutely aware of the traffic accidents that occur mere yards from my property. In fact, a speeding vehicle traveling on Huntington plowed through my property at the corner of Marengo where my kids cross the street to go to school. If not for one of my trees (which is now permanently bowed from the impact), the vehicle would have caused catastrophic damage. This is because of the sheer speed at which these vehicles travel at the subject intersection. Luckily no people were standing at the intersection at the time.

I regularly walk my two children, ages 7 and 8, to Marengo Elementary. In order to do so, we must cross Huntington, a six-lane major road with two additional turning lanes at the stoplight, totaling eight lanes at the intersection. I'm not aware of any other intersections here with that many lanes, with probably the fastest speeds of travel in all of South Pasadena.

Less than two months ago or so, I spoke with a motorcycle police officer at the subject intersection while walking my children to school. I asked him how fast the cars were traveling. The officer told me he tagged someone going in **excess of 80 mph** at the subject intersection during school crossing time. Any pedestrian accident at that speed would result in serious injury or death. Police are aware this speed is the norm rather than an aberration.

The intersection is particularly dangerous not only because of its width and fast speeds, but also because there is no left turn signal from Marengo onto Huntington. Commuters in the morning are in a rush, and oftentimes try to 'floor it' on the yield light. Unfortunately, that is the exact time our children need to cross Huntington on Marengo. Many drivers think they

can squeeze by while pedestrians are still crossing on the same side they are turning. This is incredibly dangerous and the precise reason why a second crossing guard is necessary for the health, safety and welfare of our children walking to school. Any traffic control engineer would tell you having a crossing guard would significantly reduce such unsafe turns, as well as right turns on the red light. Construction sites regularly use flaggers for this same reason, and it is proven to reduce accidents and death.

For the foregoing reasons, the city is on notice of the subject intersection, and we respectfully request a crossing guard during the limited school times as it is the most efficient way with the least amount of burden to protect our children. Thank you.

--

Edward W. Seo

From: [Michael Siegel](#)
To: [City Council Public Comment](#)
Subject: public comment - agenda item 29 for 7/20
Date: Tuesday, July 19, 2022 11:16:49 AM

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

For Agenda Item 29:

Councilmembers, please vote to use police funds to install a crossing guard at Marengo and Huntington beginning at the start of the school year this August!

Huntington is basically a freeway. Regardless of the speed limit, cars are regularly passing 60mph. As an adult I often feel unsafe crossing Huntington, let alone with small children. For the safety of the community, before someone gets seriously hurt, please vote to install a crossing guard to start the school year.

Thank you for your consideration!

Michael Siegel

From: [Alexis Altounian](#)

To: [City Council Public Comment](#)

Public Comment RE: Agenda Item # 29 on Wednesday

Date: 7/20 Wednesday, July 20, 2022 11:27:13 AM

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

Public comment submission:

Hello and good evening City Council Members. I am Alexis Altounian, resident on Marengo Avenue just south of Huntington Drive. I am a lifelong local; now raising my daughter here. While she attends Marengo Elementary, just a few blocks away we often do not walk to school because of so many close calls and accidents that I've witnessed on Huntington Drive over the years. These close calls and accidents have happened more frequently when crossing guards are not present. My father and I would walk and run up Marengo Avenue and witness everything from people running red lights to abrupt turns in front of us in the cross walk as pedestrians.

However, one specific incident I witnessed that I wanted to share occurred in the early 2000s. It was about 3pm on a school day when the crossing guard was struck by a vehicle turning right off of Marengo Avenue onto Huntington Drive who failed to stop and see her. Very fortunately the guard recovered and no children were injured. She happened to be a family friend and I immediately called her son to inform him of the accident and to let him know his mother was being transported to Huntington Hospital.

I understand we can not fix driver behavior but perhaps we can make the cross walk more visible to drivers and safer for pedestrians. I feel that having two crossing guards working in tandem to keep the intersection as safe as possible to and from school would be a significant improvement and beneficial to our community.

Thank you for your time and attention to this matter.

Sincerely,
Alexis Altounian

**Emailed Public Comment
Item #29
July 20, 2022**


From: [Nicole Cuadras](#)
To: [City Council Public Comment](#)
Cc: [Susan Jakubowski](#)
Subject: Letter of Support for Item 29
Date: Tuesday, July 19, 2022 1:35:08 PM
Attachments: [South Pasadena MCU Letter of Support.pdf](#)

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

Good afternoon,

On behalf of Mayor Jakubowski, please find an attached letter of support for item 29 on tomorrow's city council meeting agenda.

Thank you,

City of San Marino 	Nicole Cuadras <i>Community Engagement Manager</i> 2200 Huntington Drive San Marino, CA 91108 ncuadras@CityofSanMarino.org P: (626) 300-0781 CityofSanMarino.org
---	---



**LETTER IN SUPPORT OF THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS MOBILE CRISIS UNIT PILOT PROGRAM**

ITEM 29: JULY 20 REGULAR CITY COUNCIL MEETING AGENDA

July 20, 2022

RE: Participation in SGVCOG's Homeless, Mental Health and Crisis Response Pilot Program

Dear Mayor Cacciotti and South Pasadena City Council Members,

I am writing this letter in support of the recommendation for item 29 on this evening's agenda. As you may know, San Marino's City Council voted to authorize participation in our cohort pilot program last week.

I want to share my enthusiasm and support for these services. It is my sincere hope that this program will grow and continue to be of great benefit to each of our cities.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Jakubowski'.

Susan Jakubowski
Mayor of San Marino

From: [Ella Hushagen](#)
To: [City Council Public Comment](#)
Subject: Care First public comment re: agenda item 29
Date: Wednesday, July 20, 2022 11:58:34 AM
Attachments: [2022-07-20 item 29 mobile crisis van.pdf](#)

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

Hello,

Please include the attached comment in the agenda packet for agenda item 29 regarding the mobile crisis van.

Thanks!

Ella



July 20, 2022

Public Comment Regarding Agenda Item 29

Care First applauds the City of South Pasadena for being a regional leader by implementing a mobile crisis response van alongside other San Gabriel Valley cities. We recognize that this as an important first step away from deploying law enforcement to address non-violent crises involving mental health, substance use, and people experiencing homelessness.

We have feedback regarding several components of the program, as currently contemplated.

First, it appears that the existing plan is a co-response by the mobile crisis van *and* public safety officers (police and/or fire) for all 911 calls for non-violent mental health and/or homelessness. Co-response even for non-violent dispatches defeats the purpose of implementing a mobile crisis response van. Many unhoused people and people experiencing mental health problems distrust law enforcement for a variety of reasons, including for example, past negative experiences, the coercive power of the police to cite, arrest, and commit individuals, and the possibility that an interaction with the police will be violent (*e.g.*, a welfare check that resulted in the shooting and killing of Vanessa Marquez). Changing that dynamic and building trust with unhoused people in our community will require, in many cases, a fresh introduction of the crisis response team independent from law enforcement. **Care First asks the City to deploy the crisis response van without law enforcement presence for all non-violent incidents.**

Second, the hours of the mobile crisis van will likely be too limited for the needs of South Pasadena. Care First's review of the dispatch records produced by the City (aka the Media Log) reflect 2,239 calls for a welfare check between 2017-2021, which is roughly 37 calls per month for that period. The dispatch records also show about 17% of all dispatches are nuisance-related, including calls for suspicious persons, suspicious circumstances, and disturbances. A diminishingly small percentage of the dispatch activities respond to calls reporting violent crime. Less than 1% or only 1,223 dispatches over a five year period (2017–2021) were responses to violent incidents. In other words, the needs of the South Pasadena community for mental health welfare checks and responding to non-violent mental health, substance use, and homelessness is likely to exceed the availability of services given that the crisis response van will only spend 10 hours per week in South Pasadena. **Care First asks the City to use the \$200,000 it allocated for the mobile crisis van to bolster services in our City.**

Finally, the staff memo discusses the need for objective metrics to study the success of the mobile crisis van, but does not specify what those metrics will be. Care First cautions the City that expecting the mobile crisis van to be able to connect the unhoused residents in our community with services—in addition to responding to mental health crises and substance use crises in three cities—may set the program up for failure. The formation of trusting



relationships and ongoing case management for unhoused individuals is a challenging job unto itself. It is distinct from 911 dispatch for emergency mental health crises.¹ **We ask that you involve Care First in determining what metrics the City will use to evaluate the success of the mobile crisis van.**

Thank you for your leadership on this important issue, and for considering our proposals to make the program stronger.

¹ More broadly, until the region and City make meaningful investments in affordable housing, there is nowhere for unhoused people to go but the streets, parks, libraries, buses and trains. The mobile crisis van cannot work miracles in a severe housing shortage.

**Emailed Public Comment
Item #30
July 20, 2022**

From: [Josh Albrektson](#)
To: [City Council Public Comment](#)
Subject: Item 30, public comment
Date: Wednesday, July 20, 2022 7:58:39 AM

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

Couple of quick comments:

1. HCD rejected almost every single thing South Pasadena proposed in explicit terms. No amount of "Fine-tuning of the inventory" will make HCD accept most of the sites specified. From the letter: *" Additional sites warranting evidence the uses will likely discontinue include sites 2, 13, 14, 17, 18, 19, 20, 21, 22, 23, and 24. In some cases, some sites, have had recent renovations, plans on future renovations, new businesses with new leases, healthy and necessary businesses such as grocery stores and malls that serve large populations with busy parking lots."*

2. "It is not customary that this is required, and is not identified where State law requires this to be included in a housing element." -- This is wrong. It is clearly written out in AB 1397 and it is also stated at the top of page 20 of the June 10th, 2020 HCD memo on the Housing Element. Same memo I have quoted to your staff and city attorney many times.

3. The Inclusionary study does not "confirms that the City's inclusionary requirement is feasible." It is this kind of thing that got South Pasadena in so much trouble in the first place.

4. HCD stated in clear terms that the 45 foot height limit, the inclusionary housing ordinance, the parking and open space requirements all have to go. They stated that about half of the low income sites are non-viable and never will be. And they stated many more claims will not be accepted but if I typed them all out you guys would stop reading this.

5. Unless your staff says something at the meeting that is vastly different than the staff report, I expect that you will be wasting another couple of hundreds of thousands of dollars to Placeworks on a Housing Element that is nowhere near compliant, just like this one.

--

Josh Albrektson MD
Neuroradiologist by night
Crime fighter by day