



## Additional Documents List

### City Council Meeting

### November 2, 2022

| ITEM NO. | AGENDA ITEM DESCRIPTION   | DISTRIBUTOR   | DOCUMENT  |
|----------|---|---|---|
| 10.      | <b>AWARD OF CONTRACT TO ALLSTAR FIRE EQUIPMENT INC. FOR PURCHASE OF SCOTT X3 PRO SELF CONTAINED BREATHING APPARATUS FOR AN AMOUNT NOT-TO-EXCEED</b>   | Paul Riddle, Fire Chief                               | Memo providing revised format to the ordinance. |
| 12.      | <b>FIRST READING AND INTRODUCTION OF AN ORDINANCE ADOPTING BY REFERENCE THE 2022 CALIFORNIA FIRE CODE</b>   | Paul Riddle, Fire Chief                               | Memo providing additional information.          |
| 15.      | <b>INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING SECTION 5.5 CERTAIN FOWL PROHIBITED OF CHAPTER 5 “ANIMALS AND FOWL” AND CHAPTER 1.7A “SAME – INFRACTIONS” OF THE SOUTH PASADENA MUNICIPAL CODE</b> | Thomas Jacobs, Lieutenant                             | Memo providing additional information.          |
| 16.      | <b>UPDATE ON SB 381 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND CONTRACT AMENDMENT WITH CIVICSTONE, LLC. FOR A NEW NOT-TO-EXCEED AMOUNT OF \$105,850</b>   | Angelica Frausto-Lupo, Community Development Director | Memo providing corrections                      |
|          | <b>Public Comments, Item Nos. 2, 13, and 16.</b>  | Yolanda Chavez, Interim City Clerk Records Specialist | Attached are public comments.                   |



## City of South Pasadena Fire Department

# Memo

**Date:** October 31, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *Ac*  
**From:** Paul Riddle, Fire Chief

**11/02/2022 City Council Meeting Item No. 10, Award of Contract to AllStar Fire Equipment Inc. for Purchase of Scott X3 Pro Self Contained Breathing Apparatus for an Amount Not-to-Exceed \$152,047.32**

---

The memo provides additional information to page 10-2.

South Pasadena Municipal Code Section 2.99-29(11)(j) authorizes the City Council to award a contract to a bidder other than the lowest responsible bidder if the City Council determines it is in the best interest of the city. The SCBA sub-committee reviewed the proposals from the three vendors and determined that the Scott X3 SCBA provided by AllStar Fire Equipment Inc. would be the best fit for the Fire Department. **The sub-committee's determination was based on several factors that were identified during the nine-month evaluation period. These factors included interoperability with neighboring agencies, comfort of the SCBA while performing extended fire ground operations and a superior built-in communication system. In addition to these factors, the sub-committee received very positive feedback from surrounding agencies who currently utilize the Scott X3 SCBA as their in-service SCBA.**



## City of South Pasadena Fire Department

# Memo

**Date:** October 31, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *AC*  
**From:** Paul Riddle, Fire Chief

**11/02/2022 City Council Meeting Item No. 12, First reading and introduction of an ordinance adopting by reference the 2022 California Fire Code**

---

The memo provides a revised format to the ordinance attached in Item 12:

Page 12-6: Section 1 and Section 2 revised with updated language.

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

~~SECTION 1. The City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance.~~

~~SECTION 2. The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.~~

**SECTION 1.** The City Council hereby adopts the findings contained in Exhibit A to this ordinance supporting the necessity for the amendments to building standards herein in accordance with California Health and Safety Code Section 18941.5;

**SECTION 2.** City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance as follows:

Page 12-7: Section 14.1 scrivener's error.

**14.1.1 High Risk Fire Area:** "High Risk Fire Area" is defined as those properties located South of Monterey Road, extending to the city ~~border~~ border, and West of Meridian Avenue, extending to the city ~~border~~ border.

Page 12-15: Ordinance formatted with signature page location within the ordinance revised.

Page 12-16: Update to Code Section 605.8.2 Spark Arrestor

| CODE SECTION                 | CONDITION   | EXPRESS FINDINGS  |
|------------------------------|---|---|
| Chapter I<br>Division II     | ADMINISTRATIVE  | N/A   |
| 605.8.2<br>Spark<br>Arrestor | CLIMATIC/ <del>GEOGRAPHIC</del><br><del>TOPOGRAPHICAL</del> | The City of South Pasadena is a densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of a fire occurring. South Pasadena's topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Spark arrestors in place decrease the chances of fires occurring which can lead to loss of life and property damage. |

**CITY OF SOUTH PASADENA  
ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
MAKING CERTAIN FINDINGS; AMENDING THE CITY OF SOUTH  
PASADENA MUNICIPAL CODE BY MODIFYING CHAPTER 14 (FIRE  
PREVENTION) THEREOF ADOPTING BY REFERENCE THE 2022  
CALIFORNIA FIRE CODE WITH CERTAIN AMENDMENTS,  
ADDITIONS AND DELETIONS THERETO**

**WHEREAS**, the 2022 California Fire Code, has been published by the International Code Council (2021 International Fire Code), and the California Building Standards Commission; and

**WHEREAS**, the City may amend the provisions of the California Code of Regulations Title 24 provided express findings for each amendment, addition or Deletion is made based upon climatic, topographical, or geological conditions; and

**WHEREAS**, the City shall file the amendments, additions, or deletions with California Building Standards Commission; and

**WHEREAS**, the City is located in the County of Los Angeles, and is subject to long periods of dry, hot, and windy climates, which increase the chance of a fire occurring and predispose the City to large destructive fires. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in moderate density housing or vegetation. These fires spread very quickly and create a need for increased levels for fire prevention and protection; and

**WHEREAS**, the City's close proximity to major fault lines; there is a significant possibility for multiple fires spreading out of control due to ruptured gas lines and multiple structural collapses. Because of the major earthquake hazard, and due to some older nonconforming buildings, it is necessary during new construction or building renovation to use the City ordinance to control and minimize conditions hazardous to life and property, which may result from fire, hazardous materials or an explosion; and

**WHEREAS**, the water supply (domestic and fire flow) system within the City is directly affected by the topographical layout of City. The distribution system consists of high-low pressure and gravity systems zones, which carry the water from various reservoirs and storage tanks to different zones via water pipes. These street mains consist of high-pressure lines and low-pressure lines where the pressure and flows are adequate in most of the areas of the City. This variation of pressure causes major problems to development, as well as fire suppression operations. The southwest quadrant of South Pasadena has been designated as a High Fire Hazard Area as provided by state law; and

**WHEREAS**, the geographic layout and contours of the City create barriers for accessibility for fire suppression forces; and

**WHEREAS**, the findings supporting the necessity for the amendments to building standards herein are contained in Exhibit A to this ordinance in accordance with California Health and Safety Code Section 18941.5, and are incorporated by reference herein; and

**WHEREAS**, in accordance with Section 15061(b)(3) of Title 14 of the California Code of Regulations, the adoption of local amendments to the California Building Standards Code, and amending the South Pasadena Municipal Code, are exempt from the provisions of the California Environmental Quality Act.

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

**SECTION 1.** The City Council hereby adopts the findings contained in Exhibit A to this ordinance supporting the necessity for the amendments to building standards herein in accordance with California Health and Safety Code Section 18941.5;

**SECTION 2.** City of South Pasadena Municipal Code is hereby amended by repealing Chapter 14 (Fire Prevention) and substituting new Chapter 14 (Fire Prevention) in lieu thereof as set forth in this ordinance as follows:

**CHAPTER 14  
FIRE PREVENTION**

- 14.1 HIGH FIRE RISK AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES**
- 14.2 FIREWORKS-PROHIBITED**
- 14.3 FIRECODE ADOPTED – WHERE FILED**
- 14.4 FIRE CODE – MODIFIED**
- 14.5 EFFECT OF ADOPTION**
- 14.6 PENALTY, VIOLATIONS**

**14.1 HIGH RISK FIRE AREA AND SPECIAL PROVISIONS RELATED TO ROOF TYPES.**

**14.1.1 High Risk Fire Area:** “High Risk Fire Area” is defined as those properties located South of Monterey Road, extending to the city border, and West of Meridian Avenue, extending to the city border.

**14.1.2 Special provisions related to roof types.** Except as permitted below, roof covering assemblies shall be Class A.

The following exceptions shall only apply to structures not located within the High Risk Fire Area as defined in subsection (1) of this section:

Exceptions:

- a. Replacements within any 12-month period of time that are not more than twenty-five percent (25%) of the total roof area of any individual structure shall be not less than Class C;
- b. Replacements within any 12-month period of time that are not more than fifty percent (50%) of the total roof area of any individual structure shall be not less than Class B;
- c. Entirely noncombustible roof assemblies of masonry or concrete construction;
- d. Clay or concrete roof tile installed on an entirely noncombustible substructure;
- e. Roof assemblies of ferrous or copper shingles or sheets installed on an entirely noncombustible substructure;
- f. Where the Fire Chief makes a written finding that a less fire resistive roof covering is permissible based on existing conditions.

In no case shall any roof covering be less fire resistive than required by Chapter 15 of the current South Pasadena Building Code or Chapter 9 of the current South Pasadena Residential Code.

## **14.2 FIREWORKS- PROHIBITED**

The manufacturing, possession, storage, sale, use and handling of all fireworks, including without limitation, "Safe and Sane" fireworks, is prohibited.

**Exception:** Fire Official is authorized to permit special events pyrotechnics with Fire Department supervision when the event is permitted by the city.

## **14.3 FIRE CODE ADOPTED – WHERE FILED**

Chapters 1 through 80 and Section 503 of the Chapter 5 and Appendices Chapter 4, B, BB, C, CC,D, H, I, K, N of 2022 California Fire Code, Title 24 Part 9 of California Code of Regulations, as published by the California Building Standards Commission are hereby adopted by reference pursuant to the provisions of Sections 50022.1 through 50022.10 of the Government Code of the State of California as though fully set forth herein, and

made a part of the South Pasadena Municipal Code with the same force and effect as though set out herein in full, including all of the regulations, revisions, conditions and terms contained therein except that those certain sections thereof which are necessary to meet local conditions as hereinafter set forth in Section 14.4 of this Code are hereby repealed, added or amended to read as set forth therein.

In accordance with Section 50022.6 of the California Government Code, not less than one copy of said Title 24 Part 9 of the California Code of Regulations together with any and all amendments thereto proposed by the City of South Pasadena, has been and is now filed in the office of the Fire Chief and shall remain on file with the Fire Chief, shall collectively be known as the *City of South Pasadena Fire Code* and may be cited as Chapter 14 of the South Pasadena Municipal Code.

#### **14.4 FIRE CODE – MODIFIED**

Chapters 1, 6 and 9 of Title 24, Part 9 of the California Code of Regulations (2022 California Fire Code) adopted by reference as the Fire Code of the City of South Pasadena are hereby amended, deleted or added as follows:

1. **Section 101.1** is amended in its entirety to read:

**101.1 Title.** These regulations adopted by reference and amended as in Section 14.3 and 14.4 shall be known as the Fire Code of City of South Pasadena, hereinafter referred to as “this code.”

2. **Section 104.6** is deleted in its entirety.
3. **Section 105.2.3** is amended in its entirety to read:

**105.2.3 Time limitation of application.** An application for a permit for any proposed work or operation shall be deemed to have been abandoned one year after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued.

4. **Section 105.2.4** is amended in its entirety to read:

**105.2.4 Action on application.** When requested in writing by the applicant prior to or not more than 90 days after the expiration of application, the fire official may extend the time for action by the applicant. The time for action by the applicant shall not be extended beyond the effective date of a more current Code.



5. **Section 105.3.1** is amended in its entirety to read:

**105.3.1 Expiration.** An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified in the permit. Construction permits issued by the fire official under the provisions of this Code shall expire automatically by limitation and become null and void one year after the date of the last required inspection approval by the fire official, or if work authorized by such permit is not commenced within one year from the issuance date of such permit. Before such work can be commenced or recommenced, a new permit shall be first obtained.

Supplementary permit(s) shall not expire so long as the associated building permit remains active.

6. **Section 105.3.2** is deleted in its entirety.

7. **Section 105.4.6** is deleted in its entirety.

8. **Section 105.6.14** is deleted in its entirety.

9. **Section 105.7.21** is deleted in its entirety.

10. **Section 106.1** is amended in its entirety to read:

**106.1 Fees.** Plan review fees and permit fees shall be as adopted by separate resolution and/or ordinance. Plan review fees shall be paid at the time of plan review submittal. In addition to the aforementioned fees, the fire code official may require additional charges for review required by changes, additions or revisions of approved plans or reports, and for services beyond the first and second check due to changes, omissions or errors on the part of the applicant. Permit fees shall be paid at the time of permit issuance.

11. **A new section 109.4** is added to read:

**109.4 Board of Appeals Fees.** A filing fee established by separate fee resolution or ordinance shall be paid to the fire official whenever a person requests a hearing or a rehearing before the appeals boards provided for in this section. All requests to appeal determinations, orders or actions of the fire official or to seek modifications of previous orders of the appeals boards shall be presented in writing.

12. **A new section 109.5** added to read:

**109.5** Any aggrieved party may appeal any of the following decisions of the fire code official no later than 60 calendar days from the date of action being appealed:

1. Disapproval of any application.
2. Refusal to grant any permit applied for when it is claimed that the provisions of this code do not apply.
3. Interpretation of this code.
4. Determination of suitability of alternate materials or types of construction or methods.

**13. Section 110.4** is amended in its entirety to read:

**110.4. Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred (\$500.00) dollars or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**14. Section 112.4** is amended in its entirety to read:

**112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, be liable to a fine of not less than five hundred (\$500.00) dollars or more than one thousand (\$1,000.00) dollars.

**15. A new section 114** added to read:

**114 Definitions.** In additions to the definitions specified in Chapter 2 of this Code, the following certain terms, phrases, words and their derivatives shall be construed as specified in this section. Terms, phrases and words used in the masculine gender include the feminine and the feminine the masculine. In the event of conflicts between these definitions and definitions that appear elsewhere in this Code, these definitions shall govern and be applicable.

**BUILDING CODE** shall mean the City of South Pasadena Building Code.

**ELECTRICAL CODE** shall mean the City of South Pasadena Electrical Code.

**FIRE CHIEF** shall mean the Chief Officer of the City of South Pasadena Fire Department.

**FIRE CODE** shall mean the California Code of Regulations Title 24, Part 9, as adopted and amended by the City of South Pasadena, depending on the context.

**FIRE CODE OFFICIAL** shall mean the Fire Chief or other member of the fire service appointed by the Fire Chief, charged with the administration and enforcement of this Code.

**MECHANICAL CODE** shall mean the City of South Pasadena Mechanical Code.

**PLUMBING CODE** shall mean the City of South Pasadena Plumbing Code.

**RESIDENTIAL CODE** shall mean the City of South Pasadena Residential Code.

**16. Section 605.8.2 is amended in its entirety to read:**

**605.8.2 Spark Arrestor.** Each chimney and incinerator in conjunction with any fireplace or heating appliance in which solid or liquid fuel is used shall be maintained with an approved spark arrestor having openings not larger than one-half inch and constructed of iron, heavy wire mesh or other noncombustible material.

**17. Section 903.2.1.1 Group A-1, Item number 1 is amended in its entirety to read:**

The fire area exceeds 6,000 square feet.

**18. Section 903.2.1.2 Group A-2, Item number 1 is amended in its entirety to read:**

The fire area exceeds 2,250 square feet.

**19. Section 903.2.1.3 Group A-3, Item number 1 is amended in its entirety to read:**

The fire area exceeds 6,000 square feet.

**20. Section 903.2.1.4 Group A-4, Item number 1 is amended in its entirety to read:**

The fire area exceeds 6,000 square feet.

**21. Section 903.2.3 Group E, Item number 1 is amended in its entirety to read:**

Throughout all Group E fire areas greater than 6,000 square feet in fire area or with a calculated occupant load of 100 persons.

**22. Section 903.2.4 Group F-1, Item number 1 is amended in its entirety to read:**

A Group F-1 fire area exceeds 6,000 square feet.

**23. Section 903.2.4 Group F-1, Item number 3 is amended in its entirety to read:**

The combined area of all Group F-1 fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

**24. Section 903.2.7 Group M, Item number 1 is amended in its entirety to read:**

Group M fire area exceeds 6,000 square feet.

**25. Section 903.2.7 Group M, Item number 3 is amended in its entirety to read:**

The combined area of all Group M fire areas on all floors including any mezzanines, exceeds 12,000 square feet.

**26. Section 903.2.8 Group R, Exception, Numbers 1 through 4 are deleted.**

**27. Section 903.2.9 Group S-1, Item number 1 is amended in its entirety to read:**

A Group S-1 fire area exceeds 6,000 square feet.

**28. Section 903.2.9 Group S-1, Item number 3 is amended in its entirety to read:**

The combined area of all Group S-1 fire areas on all floors including any mezzanines exceeds 12,000 square feet.

**29. Section 903.2.9.1 Repair Garages, Item number 1 is amended in its entirety to read:**

Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.

**30. Section 903.2.9.1 Repair Garages, Item number 2 is amended in its entirety to read:**

Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet.

**31. A new section 903.2.11.7 added to read:**

Buildings three or more stories in height, regardless of occupancy type: an automatic sprinkler system shall be installed throughout all buildings or structures three or more stories in height above grade plane.

Exception:  
Open parking structures.

**32. A new section 903.2.11.8 added to read:**

Structures exceeding 6,000 square feet in fire area: Regardless of occupancy type, an automatic sprinkler system shall be installed throughout all buildings or structures, exceeding 6,000 square feet in total fire area.

Exception: Open parking structures.

**33. A new section 903.2.11.9 added to read:**

**Additions and alterations.** All existing buildings and structures, regardless of the type of construction, type of occupancy or area, shall be provided with an automatic sprinkler system conforming to Section 903.3 and this code upon the occurrence of any of the following conditions:

1. An addition of over 750 square feet to any building or structure which creates a fire area large enough that if the existing building or structure plus proposed work were being built new today, an automatic sprinkler system would be required under this code;

2. Any addition to an existing building which has fire sprinklers installed.

3. Within any twelve (12) calendar month period of time, any alteration, including repairs, to any existing building or structure, where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire

building or structure, as determined by the Building Official, and where such alteration, including repairs, creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.

4. Within any twelve (12) calendar month period of time, combination of any addition and alteration to any existing building or structure where the valuation of the proposed work exceeds fifty percent (50%) of the valuation of the entire building or structure, as determined by the Building Official, and where such addition and alteration creates or alters a fire area large enough that if the existing building or structure were being built new today, an automatic sprinkler system would be required by this code.

5. An automatic sprinkler system shall be installed throughout any existing Group R Occupancy building when the floor area of the Alteration or Combination of an Addition and Alteration, within any twelve (12) calendar month, is 50% or more of area and or valuation of the existing structure and where the scope of the work exposes building framing and facilitates sprinkler installation and is such that the Fire Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

**34. Section 907.2** is amended in its entirety to read:

**907.2 Where required—new buildings and structures.** An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

Regardless of the Occupancy Group an approved manual, automatic or manual and automatic fire alarm system complying with Sections 907.2.1 through 907.2.29 shall be provided in all new buildings with a fire area exceeding 3,000 square feet and where other sections of this code allow elimination of fire alarm system, such exceptions shall not apply.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers or automatic fire alarm systems, a single fire alarm box shall be installed at a location approved by the enforcing agency.

**Exceptions:**

1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control, supervisory service and fire sprinkler monitoring.
2. The manual fire alarm box is not required for Group R-2 occupancies unless required by the fire code official to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.
3. The manual fire alarm box is not required to be installed when approved by the fire code official.

**14.5 EFFECT OF ADOPTION**

The adoption of the City Fire Code and the repeal, addition or amendment of ordinances by this code shall not affect the following matters:

1. Actions and proceedings which began the effective date of this code.
2. Prosecution for ordinance violations committed before the effective date of this code.
3. Licenses and penalties due and unpaid at the effective date of this code, and the collection of these licenses and penalties.
4. Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
5. Matters of record which refer to or are connected with ordinances the substances of which are included in this code; these references shall be construed to apply to the corresponding provisions of the code.

**14.6 PENALTY; VIOLATIONS**

1. General penalty; continuing violations. Every act prohibited or declared unlawful and every failure to perform an act required by this code is a misdemeanor or an infraction as set forth in the said respective pertinent sections of this code and any person causing or permitting a violation of any such section of said code shall be subject to the penalties ascribed to each section as set forth herein.

2. Violations including aiding, abetting, and concealing. Every person who causes, aids, abets or conceals the fact of a violation of this code is guilty of violating this code.

3. Enforcement by civil action. In addition to the penalties provided herein, the said code may be enforced by civil action. Any condition existing in violation of this code is a public nuisance and may be summarily abated by the city.

**SECTION 3.** The City Council hereby declares that, should any provision, section, subsection, paragraph, sentence, clause, phrase, or word of this ordinance or any part thereof, be rendered or declared invalid or unconstitutional by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, such decision or action shall not affect the validity of the remaining section or portions of the ordinance or part thereof. The City Council hereby declares that it would have independently adopted the remaining provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words of this ordinance irrespective of the fact that any one or more provisions, sections, subsections, paragraphs, sentences, clauses, phrases, or words may be declared invalid or unconstitutional.

**SECTION 4.** This ordinance shall take effect on January 1, 2023, and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**SECTION 5.** This Ordinance shall be filed with the California Building Standards Commission at 2525 Natomas Park Drive, Suite 130, Sacramento, CA 95833.



**PASSED, APPROVED AND ADOPTED ON this 16<sup>th</sup> day of November, 2022.**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Desiree Jimenez, CMC  
Chief City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney

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

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

I, Desiree Jimenez, Chief City Clerk of the City of South Pasadena, do hereby certify that Resolution No. \_\_\_\_\_, was duly and regularly approved and adopted at a Regular meeting of the City Council on this 16<sup>th</sup> day of November, 2022, by the following votes as the same appears on file and of record in the Office of the City Clerk.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Desiree Jimenez, CMC  
Chief City Clerk

**EXHIBIT "A" EXPRESS FINDINGS AS REQUIRED**

| <b>CODE SECTION</b>                    | <b>CONDITION</b>                  | <b>EXPRESS FINDINGS</b>   |
|--|-----------------------------------|---|
| Chapter I Division II                  | ADMINISTRATIVE                    | N/A   |
| 605.8.2 Spark Arrestor                 | CLIMATIC                          | The City of South Pasadena is a densely populated municipality located in the County of Los Angeles and is subject to long periods of dry, hot climate and exposed to Santa Ana winds which increase the possibility of a fire occurring. South Pasadena's topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Spark arrestors in place decrease the chances of fires occurring which can lead to loss of life and property damage. |
| Section 903.2.1.1 Group A-1 Item No.1  | CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.  |
| Section 903.2.1.2 Group A-2 Item No. 1 | CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.  |
| Section 903.2.1.3 Group A-3 Item No.1  | CLIMATIC/GEOGRAPHIC TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot  |

|   |                                      |  |
|---|--------------------------------------|--|
|   |                                      | climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.  |
| Section 903.2.3<br>Group E Item<br>number 1   | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.4<br>Group F-1 Item<br>number 1 | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.4<br>Group F-1 Item<br>number 3 | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.7<br>Group M Item<br>number 1   | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached   |

|  |                                      |  |
|--|--------------------------------------|--|
|  |                                      | the flashover temperature, which causes loss of life and property damage.  |
| Section 903.2.7<br>Group M Item<br>number 3                        | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.8<br>Group R.<br>Exception<br>Numbers 1<br>through 4 | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.9<br>Group S-1 Item<br>number 1                      | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |
| Section 903.2.9<br>Group S-1 Item<br>number 3                      | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage. |

|   |  |   |
|---|--|---|
| <p>Section<br/>903.2.9.1<br/>Repair Garages<br/>Item number 1</p> | <p>CLIMATIC/GEOGRAPHIC<br/>TOPOGRAPHICAL</p> | <p>The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.</p> |
| <p>Section<br/>903.2.9.1<br/>Repair Garages<br/>Item number 2</p> | <p>CLIMATIC/GEOGRAPHIC<br/>TOPOGRAPHICAL</p> | <p>The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.</p> |
| <p>A new section<br/>903.2.11.7</p>                               | <p>CLIMATIC/GEOGRAPHIC<br/>TOPOGRAPHICAL</p> | <p>The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.</p> |
| <p>A new section<br/>903.2.11.8</p>                               | <p>CLIMATIC/GEOGRAPHIC<br/>TOPOGRAPHICAL</p> | <p>The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.</p> |
| <p>A new section<br/>903.2.11.9</p>                               | <p>CLIMATIC/GEOGRAPHIC<br/>TOPOGRAPHICAL</p> | <p>The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and</p>   |

|               |                                      |  |
|---------------|--------------------------------------|--|
|               |                                      | is subject to long period of dry, hot climate, which increase the chance of a fire occurring. Fire sprinklers will control a small fire before it reached the flashover temperature, which causes loss of life and property damage.  |
| Section 907.2 | CLIMATIC/GEOGRAPHIC<br>TOPOGRAPHICAL | The City of South Pasadena is a densely populated municipality, located in the County of Los Angeles with some hillside developments and is subject to long period of dry, hot climate, which increase the chance of a fire occurring. South Pasadena topography includes significant hillside with narrow and winding access which makes timely response by fire suppression vehicles difficult. Alarm systems in place decrease the time of fire resource notification which enables resources to arrive on scene and potentially control fires before they reach flashover temperature which causes loss of life and property damage. |



## City of South Pasadena Police Department

# Memo

**Date:** November 1, 2022

**To:** The Honorable City Council

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

**From:** Thomas Jacobs, Lieutenant

**11/02/2022 City Council Meeting Item No. 15, Introduction and First Reading of an Ordinance Amending Section 5.5 Certain Fowl Prohibited of Chapter 5 "Animals and Fowl" and Chapter 1.7A "Same – Infractions" of the South Pasadena Municipal Code**

---

The memo provides additional information for Item 15:

- Police Department staff received suggested edits to the proposed ordinance governing the prohibition of feeding peafowl from a Councilmember. Edits are shown in red in the attached draft ordinance for City Council consideration.



CITY OF SOUTH PASADENA  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
AMENDING CHAPTER 5.5 "CERTAIN FOWL PROHIBITED"  
TO THE SOUTH PASADENA MUNICIPAL CODE AND SECTION 1.7A "SAME-  
INFRACTIONS"

**WHEREAS**, peafowls are not indigenous to California and were introduced to the San Gabriel Valley in the early 1900's;

**WHEREAS**, ~~as peafowl are not indigenous to California they are considered a nuisance;~~ peafowl are a nuisance in South Pasadena because of the noise they make, the garden plants they consume, and their prodigious defecation on residential property;

**WHEREAS**, ~~the peafowl flock has no known predators to decrease the flock through natural predation;~~ although coyotes are known predators of peafowl, they have not decreased the peafowl population;

**WHEREAS**, in the City of South Pasadena it is unlawful to maintain any rooster, gander, peafowl or guinea hen within residential property;

**WHEREAS**, ~~providing habitat and feeding of peafowl in the City of some South Pasadena residents have fed and provided habitat to peafowl, which has enabled the peafowl to increase in number;~~

**WHEREAS**, on September 1, 2021, the Los Angeles Board of County Supervisors passed an ordinance to prohibit the feeding of peafowl in unincorporated areas of Los Angeles County as a misdemeanor violation;

**WHEREAS**, on August 17, 2022, the City Council directed the creation of a Peafowl Management Plan and the return of an ordinance to prohibit feeding of peafowl within the City of South Pasadena; and

**WHEREAS**, the City of South Pasadena does hereby desire to enact an ordinance to prohibit the feeding of peafowl and establish the penalty therefor under the South Pasadena Municipal Code.

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

**SECTION 1.** Section 5.5 of the South Pasadena Municipal Code is amended to read as follows:

**5.5 Same— Certain fowl prohibited**

(a) It is hereby declared to be a nuisance and it shall be unlawful for any person to feed, provide food, keep, pasture, house or maintain in the city any rooster, gander, peafowl or guinea hen.

(b) Violations of this section shall be punished by a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six months, or by both such fine and imprisonment. Nuisances under this section may be subject to reasonable abatement procedures, consistent with due process of law, or a restraining order or injunction issued by court of competent jurisdiction. The decision of the whether to abate or prosecute a nuisance under this section shall be made on a case-by-case basis by the chief of police or their designee.

**SECTION 2.** Section 1.7A of the South Pasadena Municipal Code is amended to read as follows:

**1.7A Same--Infractions**

Pursuant to the provisions of Section 36900 of the California Government Code, the first violation by any person of any of the following provisions of the South Pasadena Municipal Code shall be deemed "infractions" while any subsequent violations shall be deemed a "misdemeanor":

Chapters:

3.5 Advertising

5.5 Animals and Fowl, except section 5.5

Sections:

16.2, 16.5.5 Control of dumping trash

16.3.5 Trash to be in container

16.4.5 Burning rubbish or debris

16.18.5 Trash can location

18.20.5 Operating without a city business license

19.20.5 Truck routes generally

## 19.21.5 Heavy truck on Pasadena Freeway

...

The maximum fine to be imposed for an infraction pursuant to this section shall be \$100.00 or as provided by state law, or as otherwise specified in this Code.

**SECTION 3. CEQA.** The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.

**SECTION 4. Effective Date.** This ordinance shall take effect thirty (30) days after its final passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED AND ADOPTED ON** this 16<sup>th</sup> day of November, 2022.

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Michael A. Cacciotti, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Desiree Jimenez  
Chief City Clerk

\_\_\_\_\_  
Andrew L. Jared, City Attorney



## City of South Pasadena Community Development Department

# Memo

**Date:** November 1, 2022  
**To:** The Honorable City Council  
**Via:** Arminé Chaparyan, City Manager *Ac*  
**From:** Angelica Frausto-Lupo, Community Development Director  
**Re:** **11/02/2022 Item No. 16 Additional Document – UPDATE ON SB 381 AND AUTHORIZE THE CITY MANAGER TO EXECUTE A SECOND CONTRACT AMENDMENT WITH CIVICSTONE, LLC. FOR A NEW NOT-TO-EXCEED AMOUNT OF \$105,850**

---

An additional document is provided to clarify the last sentence of the 2nd paragraph on page 16-3 of the SB 381 Update and CivicStone 2<sup>nd</sup> Contract Amendment staff report.

The following sentence has been removed:

~~“If the City does not purchase, the property will be sold at public auction, the tenant may be required to move, but will be provided with relocation assistance by Caltrans.”~~

The following sentence has been added:

“If the City does not purchase, Caltrans will offer the property to an HRE. If neither the City or HRE purchase the property, Caltrans will sell the property at public auction in which case the tenant may be required to move, but will be provided with relocation assistance by Caltrans.”

**Public Comment  
November 2, 2022**

**Item Nos. 2, 13 and 16**

**From:** [Yvonne LaRose](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Public Comment: Honoring Tongva and Land  
**Date:** Tuesday, October 25, 2022 3:01:28 PM

---

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

Our Fourth of July celebration this year was intended to focus on our city's diversity as well as honor the first inhabitants of this land, the Tongva.

Although the various events were enjoyable, enthralling, and engaging, we seem to have missed the mark on honoring our first inhabitants and Earth Keepers.

Altadena, it was announced on October 11, 2022, did so by returning a little more than one acre of land to the Tongva. That was achieved by coordinating with a land conservancy and underscored by a formal apology from Gov. Newsom for the atrocities suffered by our First People.

Although we missed the mark in July, perhaps it is possible for us to declare an acorn harvesting day in order to re-establish the importance and respect for our First People. Perhaps a portion of our Wildlife Preserve can be the site of various activities that bring back lectures about the land, Nature, food and sustainable practices along the traditions of the Tongva.

As a reference point, the L.A. Times did a writeup about the land transfer in Altadena (see: [An acre of land in Altadena has been formally transferred to L.A.'s first people](#))

[An acre of land in Altadena has been formally transferred to L.A.'s first people](#)  
[Nearly two centuries after the Spanish mission system decimated Tongva villages, the community's surviving members](#)

Still preserved and among my extensive research notes (as Yvonne LaRose, not Chavez) for the celebration are information about the Tongva, traditions of the Native people of California, dress for men, women, and children, information regarding the culture, forms of industry, and much more. It is possible those notes can become the foundation for future honoring celebrations.

I hope it is possible for South Pasadena to develop a similar collaboration with a conservancy in order to dedicate a piece of our city to the respect and legacy the Tongva have bestowed upon us.

Viva  
Yvonne LaRose  
Organization Development Consultant: Diversity/Title VII, Harassment, Ethics  
Cell: [REDACTED]

**From:** [Chris Bray](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [City Manager's Office](#); [WISPPA](#); [Janet Braun](#); [Zhen Tao](#); [Alan Ehrlich](#)  
**Subject:** Public Comment re: Item #13, Nov. 2 open session  
**Date:** Friday, October 28, 2022 10:39:11 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.

All,

By the common definition, consent calendar items are those items "that are deemed to be non-controversial." Item #13, "Authorize the City Manager to Execute a Contract Amendment with Mobius Planning in a not-to-exceed amount of \$50,000," is **not a consent calendar item**. The city will soon enter its sixth year of an effort to update a general plan that hasn't been updated in 25 years. In January of 2019, Councilmember Diana Mahmud explained to a WISPPA meeting that the general plan update had gone off the rails entirely because of the failure of a consultant, Kaizer Rangwala. She further explained that the city was going to hire Placeworks, a highly regarded planning firm, and that Placeworks would promptly and easily complete the new general plan.

[https://youtu.be/i\\_SAMEMNv1g?t=5265](https://youtu.be/i_SAMEMNv1g?t=5265)

Here we are now, hiring yet another consultant to work on an element of the still-incomplete general plan that was supposed to be completed quickly and easily in 2019, and to work on a housing element that has repeatedly been rejected by HCD (though I'm writing this before we know the latest outcome regarding the new draft submitted to HCD). This is controversial. Discuss it.

Chris Bray  
South Pasadena resident



**From:** [Chris Bray](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [City Manager's Office](#); [WISPPA](#); [Janet Braun](#); [Zhen Tao](#); [Alan Ehrlich](#)  
**Subject:** Re: Public Comment re: Item #13, Nov. 2 open session  
**Date:** Friday, October 28, 2022 3:48:25 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.

Correction: The YouTube video of the WISPPA meeting is mislabeled, and Councilmember Mahmud's promise that Placeworks would promptly deliver a completed general plan occurred in January of 2020.

On Friday, October 28, 2022 at 10:38:37 AM PDT, Chris Bray <[chrisabray@yahoo.com](mailto:chrisabray@yahoo.com)> wrote:

All,

By the common definition, consent calendar items are those items "that are deemed to be non-controversial." Item #13, "Authorize the City Manager to Execute a Contract Amendment with Mobius Planning in a not-to-exceed amount of \$50,000," is **not a consent calendar item**. The city will soon enter its sixth year of an effort to update a general plan that hasn't been updated in 25 years. In January of 2019, Councilmember Diana Mahmud explained to a WISPPA meeting that the general plan update had gone off the rails entirely because of the failure of a consultant, Kaizer Rangwala. She further explained that the city was going to hire Placeworks, a highly regarded planning firm, and that Placeworks would promptly and easily complete the new general plan.

[https://youtu.be/i\\_SAMEMNv1g?t=5265](https://youtu.be/i_SAMEMNv1g?t=5265)

Here we are now, hiring yet another consultant to work on an element of the still-incomplete general plan that was supposed to be completed quickly and easily in 2019, and to work on a housing element that has repeatedly been rejected by HCD (though I'm writing this before we know the latest outcome regarding the new draft submitted to HCD). This is controversial. Discuss it.

Chris Bray  
South Pasadena resident

**From:** [Rachel Orfila](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Caltrans Homes (November 3rd Meeting)  
**Date:** Saturday, October 29, 2022 1:46:48 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.

Dear City Council Members,

I am writing in support of the city's plan to purchase the Caltrans homes and build low and moderate-income housing on those sites. South Pasadena desperately needs more housing for low and middle-income residents. Due to the lack of housing supply, rents have increased significantly in recent years, straining family budgets. Many of our residents are housing-burdened, and others have been displaced. Some live in overcrowded housing. The housing shortage has created instability in our community.

Many people who work here cannot afford to live nearby, and thus commute long distances. Most people in South Pasadena would say that they care about global warming, yet our city's exclusionary zoning policies have led to an increase in vehicle miles traveled, a major source of carbon emissions, as people have been forced to search for housing further and further away from their jobs.

I believe many of the neighbors' fears about affordable housing are overblown. Affluent homeowners have seen extraordinary gains in their property values, and their properties will no doubt continue to appreciate due to the severe housing shortage in South Pasadena. There are a lot of negative stereotypes about renters, but I can assure you that we are part of the fabric of the community just like homeowners. We care about our children's education, we volunteer in the schools, we shop and pay taxes.

Please move forward with the plan to build affordable housing on the Caltrans site.

Thank you,  
Rachel Orfila

**From:** [Tamara Binns](#) on behalf of [CCO](#)  
**To:** [City Council Public Comment](#)  
**Subject:** FW: SB381 and CalTrans properties  
**Date:** Tuesday, November 1, 2022 5:14:56 PM

---

-----Original Message-----

From: Chris <[czafra@yahoo.com](mailto:czafra@yahoo.com)>  
Sent: Tuesday, November 1, 2022 12:02 PM  
To: CCO <[cco@southpasadenaca.gov](mailto:cco@southpasadenaca.gov)>  
Cc: Wife <[gitanjalimohindra@yahoo.com](mailto:gitanjalimohindra@yahoo.com)>  
Subject: SB381 and CalTrans properties

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.

To the members of the South Pasadena City Council -

First, we thank you for your service to our community.

As part of your service, we strongly URGE the city and the city council to do the right thing on behalf of all of the residents of South Pasadena.

We URGE you to make a counter proposal to Caltrans that partners with Caltrans, and for the city to facilitate the sales of the vacant properties to qualified home buyers.

We are firmly against the city acquiring the Caltrans properties and selling to and/or contracting with housing related entities (HREs). We are against SB381 and want the CalTrans properties/homes to go to the current tenants who wish to purchase them AND the remaining homes to be sold to homeowners and not HREs. We want homes in the hands of homeowners, and not corporations and businesses.

We believe and strongly feel that HREs will have a negative impact to ALL of South Pasadena from a community perspective .

HREs do not have a stake in our community, in taking good care of or in upkeep of the home(s). The city will have no control over what type of HRE will be in our neighborhoods. There is no control over the type of transitional housing an HRE will bring to the city. This can range from a Drug Rehabilitation Center, Halfway Post Prison Housing, Mental Facilities to a Homeless Shelter. In the state of California, most of these facilities, by law, cannot be locked door facilities. These types of facilities, if not in fact, but certainly in appearance will bring crime to our neighborhood. Our taxed police force does not have the resources to deal with an increase in crime. Of highest concern, the Caltrans properties are located in the former 710 corridor where our children, our future, walk to reach our High School and Middle School.

We also believe and strongly feel that HREs will have a negative impact to ALL of South Pasadena from a financial perspective

As a property owner and tax paying citizens, we are firmly against the city acquiring the Caltrans properties and selling to and/or contracting with HREs, because this will deprive the city of related property taxes. We believe and strongly feel that all CalTrans properties need to be put back on the tax roll. Also, we believe that HREs historically bring down the property value of homes in neighborhoods since homes near HREs must disclose this at the time of sale, and many people, especially those with children, do not want to live near an HRE. Decreases in property values HURT the community and impact the amount of property tax collected, further impacting the city's budget.

We are not against affordable housing. However, we believe and strongly feel that the responsibility and control of creating affordable housing rests and lies in the control of OUR COMMUNITY, AND not some outside entity such as an HRE. By pursuing the path of homeownership of Caltrans properties for and by qualified buyers - who will provide their own funding for purchase and restoration of such properties - this will create a more sustainable funding model to provide more funds for affordable housing initiatives throughout our beloved city.

We URGE you to make a counter proposal to Caltrans that partners with Caltrans, and for the city to facilitate the sales of the vacant properties to qualified home buyers. We strongly URGE the city and the city council to do the right thing on behalf of all of the residents of South Pasadena.

Gitanjali Mohindra and Christopher Zafra South Pasadena Residents South Pasadena Property Owners South Pasadena community volunteers Mother and Father of two students attending South Pasadena High School and South Pasadena Middle School

**From:** [Tamara Binns](#) on behalf of [CCO](#)  
**To:** [City Council Public Comment](#)  
**Subject:** FW: SB381 and CalTrans properties  
**Date:** Tuesday, November 1, 2022 5:14:56 PM

---

-----Original Message-----

From: Chris [REDACTED]  
Sent: Tuesday, November 1, 2022 12:02 PM  
To: CCO <[REDACTED]>  
Cc: Wife [REDACTED]  
Subject: SB381 and CalTrans properties

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.

To the members of the South Pasadena City Council -

First, we thank you for your service to our community.

As part of your service, we strongly URGE the city and the city council to do the right thing on behalf of all of the residents of South Pasadena.

We URGE you to make a counter proposal to Caltrans that partners with Caltrans, and for the city to facilitate the sales of the vacant properties to qualified home buyers.

We are firmly against the city acquiring the Caltrans properties and selling to and/or contracting with housing related entities (HREs). We are against SB381 and want the CalTrans properties/homes to go to the current tenants who wish to purchase them AND the remaining homes to be sold to homeowners and not HREs. We want homes in the hands of homeowners, and not corporations and businesses.

We believe and strongly feel that HREs will have a negative impact to ALL of South Pasadena from a community perspective .

HREs do not have a stake in our community, in taking good care of or in upkeep of the home(s). The city will have no control over what type of HRE will be in our neighborhoods. There is no control over the type of transitional housing an HRE will bring to the city. This can range from a Drug Rehabilitation Center, Halfway Post Prison Housing, Mental Facilities to a Homeless Shelter. In the state of California, most of these facilities, by law, cannot be locked door facilities. These types of facilities, if not in fact, but certainly in appearance will bring crime to our neighborhood. Our taxed police force does not have the resources to deal with an increase in crime. Of highest concern, the Caltrans properties are located in the former 710 corridor where our children, our future, walk to reach our High School and Middle School.

We also believe and strongly feel that HREs will have a negative impact to ALL of South Pasadena from a financial perspective

As a property owner and tax paying citizens, we are firmly against the city acquiring the Caltrans properties and selling to and/or contracting with HREs, because this will deprive the city of related property taxes. We believe and strongly feel that all CalTrans properties need to be put back on the tax roll. Also, we believe that HREs historically bring down the property value of homes in neighborhoods since homes near HREs must disclose this at the time of sale, and many people, especially those with children, do not want to live near an HRE. Decreases in property values HURT the community and impact the amount of property tax collected, further impacting the city's budget.

We are not against affordable housing. However, we believe and strongly feel that the responsibility and control of creating affordable housing rests and lies in the control of OUR COMMUNITY, AND not some outside entity such as an HRE. By pursuing the path of homeownership of Caltrans properties for and by qualified buyers - who will provide their own funding for purchase and restoration of such properties - this will create a more sustainable funding model to provide more funds for affordable housing initiatives throughout our beloved city.

We URGE you to make a counter proposal to Caltrans that partners with Caltrans, and for the city to facilitate the sales of the vacant properties to qualified home buyers. We strongly URGE the city and the city council to do the right thing on behalf of all of the residents of South Pasadena.

Gitanjali Mohindra and Christopher Zafra South Pasadena Residents South Pasadena Property Owners South Pasadena community volunteers Mother and Father of two students attending South Pasadena High School and South Pasadena Middle School

**From:** [Care First South Pasadena](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [care-first-sp-admin@googlegroups.com](mailto:care-first-sp-admin@googlegroups.com)  
**Subject:** Agenda Item 16 public comment  
**Date:** Tuesday, November 1, 2022 9:12:36 PM  
**Attachments:** [2022-11-02 CF public comment Item 16 \(Caltrans\).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 accept this comment regarding agenda item 16 into the record for tomorrow's meeting.

Thanks!

**From:** [Care First South Pasadena](#)  
**To:** [City Council Public Comment](#)  
**Cc:** [REDACTED]  
**Subject:** Agenda Item 16 public comment  
**Date:** Tuesday, November 1, 2022 9:12:36 PM  
**Attachments:** [2022-11-02 CF public comment Item 16 \(Caltrans\).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 accept this comment regarding agenda item 16 into the record for tomorrow's meeting.

Thanks!





November 2, 2022  
Public Comment Regarding Agenda Item 16

Dear Councilmembers,

On its face, Senate Bill 381 declares that “the state’s homelessness crisis has compounded the need for affordable housing,” and sets out provisions that seemingly require South Pasadena to transfer vacant Caltrans houses to Housing Related Entities for the creation of deed-restricted affordable housing. The city’s third draft housing element calls for converting the vacant Caltrans houses into affordable housing (Program 1.b).

**Yet, today the City is poised to take *state-owned land* – purchased by taxpayers decades ago to be *demolished* – and hand it over to private buyers to create more \$1.5 million homes, while making empty promises to build affordable units somewhere else, some other day.**

How did we get here? The City is embracing the South Pasadena Preservation Foundation (SPPF) plan for the vacant Caltrans houses. The City has made a policy decision to maintain these properties as single family homes rather than demolishing them and developing multifamily housing. The City Council is evidently capitulating to community members who have made public comments that the creation of affordable housing will bring blight, drug dealers, crime and decreasing property values. The decision privileges single-family houses over multifamily housing – part of a long-held pattern that has locked low-income people and people of color out of South Pasadena, and has contributed to the region’s housing crisis, homelessness, and overcrowding.

The City kicks the can down the road by saying SB 381 allows it to transfer these properties to private buyers provided that the City creates affordable housing at a 3:1 ratio. But, without any details attached to this deal, its ‘commitment’ looks like a charade.

Here’s the reality. First, the math does not check out. The South Pasadena Preservation Foundation claims the city would get \$20 million for selling the 20 homes to historic home flippers, less the City’s \$1.9 million expense of purchasing them, for a net of \$18.1 million. Even accepting that rosy projection, the Los Angeles Times has found the average price of building affordable housing units in California is as high as \$1 million a unit. There is little prospect that the proceeds from the sales will enable construction of 66 or more affordable units to replace the 22 vacant Caltrans units.

Second, under SB 381 the city must begin paying penalties to the state if the units are not under construction by 2025. Meeting this deadline is exceedingly unlikely.

Third, the City has repeatedly lamented in public meetings and to the California Department of Housing and Community Development (HCD) that South Pasadena is completely built out, and there is no room to build additional housing. (Third Draft Housing Element at 1, 96, F1-1). These exact Caltrans properties are some of the last remaining parcels to build a significant number of affordable units.

**Care First South Pasadena is deeply concerned that the City has no sincere interest in building multifamily affordable housing.**

What's worse is that much of this deal-making has happened behind closed doors in closed session, as it has been wrapped into ongoing litigation about one Caltrans property (626 Prospect). The South Pasadenan reports that a resolution of that lawsuit will likely determine the disposition of all 20 vacant properties.

Care First demands that the City invite a diverse range of stakeholders and community members to participate in the City's decision about the disposition of these houses. The City needs to answer a number of question, including:

- When and how did the City make the decision that the vacant Caltrans houses must remain single-family housing?
- Was the alternative of demolition and conversion into multifamily housing studied?
- Which stakeholders were invited to participate in the decision to rehabilitate the current structures?
- What is the City's plan to construct 66 affordable units elsewhere in the city?
  - Has the City studied the economic feasibility of this?
  - Where will the units go?
  - How will the City break ground on 66 affordable units by 2025 to avoid penalties?
- How would the proposal to use the vacant Caltrans homes as single-family housing meet the City's obligation to affirmatively further fair housing?
- How would any replacement affordable units built under this deal affirmatively fair housing?

**From:** [Stephanie Yu](#)  
**To:** [City Council Public Comment](#)  
**Subject:** Vacant state owned housing issue  
**Date:** Wednesday, November 2, 2022 9:46:02 AM

---

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

Hello,

I have recently learned that the City of South Pasadena plans to purchase state owned houses at 1960s rates and sell them to developers that will make them into more 1 million+ dollar homes.

This is unconscionable on so many levels. It pays lip service to the city's pledge to create more affordable housing. It makes the city even more out of reach for lower income people who can truly benefit from living in the area. It is hoarding wealth rather than distributing it to those who need it most.

Los Angeles does not need more one million and two million dollar homes. It needs good, affordable housing where real communities can grow and eventually flourish. South Pasadena has a chance here to be a trailblazer in the housing landscape rather than a pawn. Please do not turn these homes into flipped mansions. Turn them into places where so many lower income families can start to thrive.

Stephanie

**From:** [braunjanetl@aol.com](mailto:braunjanetl@aol.com)  
**To:** [City Council Public Comment](#)  
**Cc:** [Jon Primuth](#); [Evelyn Zneimer](#); [Jack Donovan](#); [Michael Cacciotti](#); [Diana Mahmud](#); [Armine Chaparyan](#); [Angelica Frausto-Lupo](#)  
**Subject:** Public Comment--Special Meeting of South Pasadena City Council on November 2, 2022  
**Date:** Wednesday, November 2, 2022 10:02:17 AM

---

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

Ladies and Gentlemen:

My name is Janet Braun and I am a resident of South Pasadena residing at 2040 Edgewood Drive. I have also been a member of the South Pasadena Planning Commission for the past 6 years and am familiar with the City's efforts to submit an acceptable Housing Element to HCD.

While I support the termination of the Place Works contract (who had been hired to draft and submit an acceptable Housing Element to HCD, the efforts from which have failed), I have reservations about a quick hiring of a consultant as a "quick fix" to this issue. That said, given that the contract with Mobius is on an hourly basis up to a maximum amount AND that Section 16.1 allows the City to terminate the Agreement at any time, I don't strenuously object PROVIDED that the City amend "Paragraph 3 of the Amendment No. 1 to the Mobius Agreement" to read as follows:

3. PARAGRAPH 3.6 "Termination Date" is amended to read as follows: "Until project completion, unless earlier terminated by the City pursuant to Section 16.1 of the Agreement."

My suggestion is to make it clear that despite having a termination date of "project completion", the City CAN terminate the Consulting Agreement per Section 16.1 at any time.

That said, I strongly suggest that at this time, the City appoint a special task force or committee of residents and members of the Planning Commission to help with a revised Housing Element and take a much deeper dive into the many issues that we must address. These include density issues and affordable housing, removal of height limitations, and location of potential sites for development. This may include CAD modeling to determine what certain areas of the City may look like post-development for housing and may include further development of the City's downtown areas. The Ad-Hoc RHNA Subcommittee was a great success. Please consider appointing a similar committee with respect to the Housing Element revision. I also suggest that the Committee be given authority to meet with and have discussions with HCD.

Thank you for your time,

Janet Braun

**From:** [D. Shane](#)  
**To:** [City Council Public Comment](#); [City Clerk's Division](#); [City Manager's Office](#); [Michael Cacciotti](#); [Jon Primuth](#); [Evelyn Zneimer](#); [Jack Donovan](#); [Diana Mahmud](#); [Armine Chaparyan](#); [Domenica Megerdichian](#)  
**Cc:** [Brian Solinsky](#); [Tamara Binns](#); [Ted Gerber](#); [Angelica Frausto-Lupo](#); [Christopher Mandala](#); [Sheila Pautsch](#); [Janet Braun](#); [Lawrence Abelson](#); [Steven Lawrence SouthPasadenan.com](#); [ben@southpasadenan.com](#); [Alan Ehrlich](#); [Zhen Tao](#)  
**Subject:** South Pasadena City Council Meeting: November 2 2022: Regular Agenda Item No. 16: SB381 Update and CivicStone LLC- Proposed 2nd Contract Amendment: Public Comments  
**Date:** Wednesday, November 2, 2022 11:07:55 AM  
**Attachments:** [image005.png](#)  
[image006.png](#)  
[image007.png](#)  
[image001.png](#)  
[image004.png](#)  
**Importance:** High

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

Dear Honorable Mayor and City Council Members:

**Do not approve** proposed Agenda Item No. 16, i.e., the Second Amendment to the existing Contract/First Amendment with CivicStone, LLC.

You are our five stewards on behalf of the public's trust for the City of South Pasadena. One of your most important duties as our elected officials is how you carry out your financial fiduciary responsibilities and due diligence on behalf of us and the City's mission. We count on you to do what is legal but also to fulfill the City's mission statement and core values, which are NOT associated with involving high risk residential real estate endeavors:

*Mission Statement: The City of South Pasadena is committed to providing effective and efficient municipal services for the community while preserving our quality of life and small-town character in a 21st Century environment.*

*Core Values: Honesty and Integrity, Teamwork, Outstanding customer-friendly service, Responsiveness, Open and accessible government, Community participation, and Fiscal responsibility.*

I have two overarching concerns involving the proposed Second Amendment to the existing CivicStone LLC Contract/First Amendment and ultimately the path you appear to be taking regarding SB381:

- (1) Questionable practices in contract compliance and oversight; and
- (2) Incomplete scope of services that does not ascertain and report on the true costs and risks to the City and residents if SB381 is implemented.

In reviewing the discussion presented in the staff report, one of Mr. Peter F. Drucker's (successful business management/author consultant) quote appropriately comes to mind:

*"There is nothing quite so useless as doing with great efficiency something that should not be done at all."*

This proposed amendment must be disapproved. All of the unoccupied, i.e., vacant, properties now owned by Caltrans must be sold to either existing or former Caltrans tenants or to qualified buyers who will rehabilitate those properties and move in. The City should only act as the temporary Housing Related Entity (HRE) to participate in double- or side-by-side escrows and not become financially ensnarled in the residential real estate business.

Because of the direction of this proposal, my neighbors and I feel that we will never fully experience "effective and efficient" municipal services in the southwest portion of South Pasadena. The City has heard it before, the City has empathized, the City has discussed, the City has studied...but ultimately little to no action has happened. At this rate, taking on the purchases of these properties and all the overwhelming work that will entail will just further push our requests back, we fear to NEVER. We are tired of waiting. We pay our rents, our mortgages, our taxes, and vote. We are still waiting:

- When will Meridian Avenue (Monterey Road to Kendall Avenue), Lyndon Street (Glendon Way to Meridian Avenue), Pine Street (Meridian Avenue to Ramona Avenue) get repaved? Meridian Avenue hasn't been repaved since the late 1960s. The other two streets have been on the City's repaving list

for awhile now, but nothing has happened.

- When will all of the curbs at several intersections along Meridian Avenue be made ADA compliant? That project has been approved...but we wait for the work to be done.
- When will more traffic calming measures be installed, as promised, to control speeding drivers along Meridian Avenue? Are we ever going to see the Slow Streets Program on our street?
- When will the City stop studying the West Side Reservoir and do what needs to be done at least in the short-term to ensure our neighbors are safe in case of a catastrophic failure? Council Member Zneimer reported to the Council on May of 2021 regarding the reservoir's deteriorating condition. What is happening other than studies? Our neighbors off of Glen Place, Summit Drive, Gillette Crescent, and Meridian Avenue would be in severe danger if that 2+ million gallons of water is freed due to a catastrophic failure of the reservoir. Fatalities, injuries, and debris overwhelming the minor storm water drainage system on Meridian would be tragic in epic proportions. Isn't it better for the reservoir to go out of service and the water drained out at this time to avoid such possibility?

I could go on with a much larger to do list regarding municipal services, but I have made my point. The truth is, we in the former SR 710 Freeway corridor have been most disproportionately affected by Caltrans and the City for almost 60 years, and we continue to have less than "effective and efficient municipal services." Meanwhile, in knowing our reality and what most neighbors have expressed to you in public meeting after public meeting, the City continues to actively consider buying up these properties instead of doing double- or side-by-side escrows with Caltrans tenants and qualified buyers who will do the repairs and secure their homes. Real estate involvement does come with potentially high risks.

At what level of risk are you willing to tolerate as our stewards of the public's trust and who will be left "holding the bag" if this folly fails? Where are your priorities in leading this wonderful city?

My discussion on the two areas of financial soundness and responsibility associated with the proposed Second Amendment are detailed below.

Thank you.

Sincerely,

Delaine W. Shane

2003 Meridian Avenue

---

#### 1. **QUESTIONABLE PRACTICES IN CONTRACT COMPLIANCE AND OVERSIGHT**

The staff report (page 4) explains the rationale for requesting this additional contractual amount, along with the amended scope of services. My concern is with the following statement:

*"The CivicStone contract has a budget of \$80,850 and to-date, the City has paid \$77,227.50. Staff recently received an invoice for services provided in September in the amount of \$5,637.50 and has yet to receive the October invoice. Staff recommends a second contract amendment in the amount of \$25,000 to have sufficient funds to pay the September and October invoices...."*

**PROBLEMS:** Why did the consultant exceed the Council's **approved maximum budget amount** without first notifying the City's Agreement Administrator as defined in the original Contract? No matter how chaotic or complicated a project becomes, the consultant **MUST** adhere to all the written conditions of the agreement unless the City has provided a written waiver that is also made part of the public record. I am deeply concerned that the City's fiduciary responsibility is not being met. **In essence, the consultant and not you has established a new maximum contract amount without your approval, by exceeding that amount with the September and pending October invoices.**

Neither consultants nor agreement administrators are the stewards of the public's trust. It's YOU!

Here is the clause from page 4 from the original contract in your agenda packet:

**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.**

As you know, I am a retired environmental planning professional with over 37 years of experience, of which 24 years was spent with The Metropolitan Water District (MWD). At MWD, as an agreement administrator, I learned the importance of adhering to all contract conditions to protect MWD from liability and baseless claims, and to ensure the quality and timeliness of the consultants' work products. Council Member Mahmud, also a retired MWD employee, can certainly vouch for the strength and legal foundation that MWD has placed on its contracts and administration of those contracts to protect that public agency. I always required my consultants to indicate when we would reach that 80% pay out (not only by invoicing but by other reporting mechanisms too) to ensure that the remaining work could be accomplished OR if an amendment to the existing agreement was absolutely necessary due to extenuating circumstances. Therefore, one would have expected that once the consultant had reached 80% of the \$80,850 maximum pay out or \$64,680, he would then have reviewed the remaining work to be done, the work schedule, and ultimately the cost with the Agreement Administrator. By the very fact that the September and October invoices have now exceeded the maximum contractual amount, this contract requirement was apparently not done by the consultant. This is unacceptable and it appears that by having this proposed amendment presented to you now, the consultant is being potentially enabled to continue this practice or at the very least, be rewarded for such behavior.

Another problem is that contracts and amendments, such as the First Amendment, should NEVER state that the termination date be "Until Project Completion." Some projects never get completed and it is not difficult to simply amend a new termination date if necessary. As a former agreement administrator, I was able to change the end date if no new funds were being requested but for various reasons, the consultant needed more time to finish up, without having to return to MWD's Board of Directors for its approval. All I had to do was write a letter to the file with a copy to the consultant and to our Contract Administration Department indicating the new termination date and the justification for that, sign the letter and date it. Without a specific termination date, it allows any consultant to ask for further extensions and further pay outs, no matter what project or task they are assigned to. At the very least, that should give you pause.

Yet another problem is that the original Contract also contains a section on reimbursable expenditures (as written by the consultant):

City-approved travel expenses for mileage (IRS approved rate), airfare, lodging, car rental/ride share, car rental gas, toll expenses, airport parking fees, and conference/meeting fees will be paid on a reimbursement basis with receipts attached to monthly invoice. Office expenses such as messenger services, copy service, notary, overnight shipping/express mail costs, will be paid on a reimbursement basis with receipts attached to monthly invoice.

There are no upper limits noted in the consultant's exhibit regarding these reimbursable charges.

How much is the City willing to pay for hotel lodgings (economy or high-end?), for food (and alcohol?), rental cars (economy or luxury?), etc.? There should be set limits for items like airfare, car rental, food, lodging, and other such items where the charges should be at government rates and stated explicitly in an exhibit to the Contract. Additionally, the consultant's office expenses should NOT be paid by the City. These are part of the operations of the consultant and built into his administrative overhead expenses.

Overall, I am deeply concerned with some of the sections that exist in the CivicStone Contract and First Amendment. The constant in all three documents (including the proposed Second Amendment) is the review and sign off by the Law Firm of Colantuono, Highsmith, & Whatley PC.

Why is this law firm, the City's contract city attorney, allowing the consultant to write his own standards for getting reimbursed rather than holding down the line for expenses on behalf of the City? The City needs to re-examine its policy on reimbursable expenses to consultants to ensure that lavish, extravagant, or otherwise high priced expenses are not paid by the City.

Surprisingly to have to say this, but the contract city attorney needs to carefully read and correct all mistakes in the City's agreements. The following section of the Contract (page 3-Section 3.4) is an example of carelessness that could have been harmful to the City had it not been cured in the First Amendment:

**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 and Eighty Thousand Dollars (\$75,000).**

In the end, ask yourself honestly, if you were remodeling your home, would you like this proposal (including the Contract and First Amendment) the way it is written from a monetary standpoint? Do you think your general contractor would adhere to all the financial conditions? Would you expect to get quality materials, but actually receive lesser ones? Would you actually assume your schedule would be on time (your deadline) but in reality find that the contractor would take much more time to finish your work, perhaps because the contractor was squeezing in more clients to do new work for them? This type of open ended contract may be convenient for someone, but it is almost tantamount to writing a blank check.

**RECOMMENDATIONS:**

- Decline the Second Amendment outright as the consultant did not comply with the Contract. Conduct an audit, as is stated in the existing Contract, to determine if other contractual requirements are in non-compliance besides the 80% maximum pay out notification and follow up documentation. This would be a useful "Lessons Learned" exercise that could be applicable to similar situations that may now be occurring at the City. The City is not obligated to pay for invoices that go beyond the Council's approved contractual amount and for the consultant's non-compliance with the Contract/First Amendment. That said, if the Agreement Administrator requested more work than what was in the existing Contract/First Amendment as contained in those two invoices, then legally you must pay for those two invoices. If this is the case, then you must also implement the following bullet item, as well as determine whether the consultant still provided that 80% pay out notification in writing.
- The City Manager and/or the Assistant City Manager must create and implement new protocols to ensure that exceeding the maximum Council-approved Contract amount doesn't happen ever again, even if the project is all consuming or agreement administrators change during the timeframe of the contract. If an amendment is required, the written update must be presented once the 80% pay out has been reached or nearly reached, and that there is substantial justification for an amendment. At that time, the Council can determine if it wants to proceed with an amendment and determine where the source of funding will come from, if applicable. Also, available to the agreement administrator, is to stop the consultant's work momentarily to clearly determine what is the top priority or which action item that still remains outstanding. With that information, and in case the Council doesn't approve the amendment, then the agreement administrator would give the Consultant final direction for key submittals to complete. That is the proper and ethical way things are done and respects and honors your key fiduciary responsibility as an elected official.
- Set a goal for all agreement administrators that amendments should be minimal to none. While negotiating the final contract, the Agreement Administrator must insist that the consultant write their proposal to be more specific with a detail scope of work, milestone dates, and work products. Vague wording produces vague results and a very high degree of more and more amendments ultimately impacting our very limited City funds.
- ALL City contracts, agreements, and amendments should reflect reasonable and economically-sound expenses that can be reimbursed. This language needs to be EXPLICIT and DETAILED in the agreement or an attached exhibit with clear upper limits of allowable charges. The term "City approved expenses" is too vague and highly at risk of being abused.
- The City should also NEVER pay for the consultants' administrative costs with respect to



office supplies, office-related services, and equipment. The consultant's stated administrative overhead percentage should be in the contract and an upper limit should be set, preventing excessive padding of charges by the consultant.

- A specific termination date MUST always be on all contracts, agreements and amendments and never have the wording for termination as something akin to "until project completion."
- You (and by extension the public) MUST receive from the City Manager's office a monthly or quarterly report (can be set up as a matrix) on all active contracts with at least the minimum following information: name of contracts, how much has been expended to date, termination date, what is the 80% maximum approved pay out, what is the total amount approved, and percent completion of their scope of services. This is quite doable and very critical to match up with, when you are reviewing, the financial statements for the overall City expenditures.
- Separately, it's time for the City to send out an RFP for a new contract city attorney law firm. The existing contract with CivicStone is not a major agreement but does involve a series of legal documents. In reviewing these documents, it appears that the law firm did not review/approve them to the degree that meets the City's high standards set in its mission statement and core values. I can only assume that this particular contract is merely the tip of a very "high and icy ice berg" in how the handling of contracts has been processed by this law firm over the years. Other issues that have been brought up by other residents for a few years now regarding this firm also speaks to the need for starting over. Only this time, please ensure that the next contract city attorney law firm cannot both advise and litigate for the City. Have the litigation separate with qualified firms that have NO CONNECTION to the hired city attorney firm or to the current city attorney law firm.

## 2. **INCOMPLETE SCOPE OF SERVICES THAT DOES NOT CAPTURE TRUE COSTS AND RISKS TO THE CITY AND TAX PAYERS IF SB381 IS IMPLEMENTED**

The following scope in Exhibit 1 as part of the proposed Second Amendment is as follows:

2. (a) Prepare reports/presentations and attend up to three Ad-Hoc Committee Meetings; (b) One Community Meeting; and (c) One Council Meeting to review and present findings related to the inspections, financial portfolio analysis, and affordable housing partner RFQ/RFP review, recommendation, and report.

**PROBLEMS:** The proposed scope of services is insufficient due to missing data that MUST be included to provide a complete and unbiased accounting of the pros and cons and level of risk associated with this proposal. The missing data is as follows but is not limited to: security costs, protective measures costs, related costs mentioned below (separate from what the inspection reports contain), permitting costs related to outside agencies (e.g., Southern California Edison and County of Los Angeles), hazardous material and waste remediation and removal, and the loss of future property taxes for homes leased or sold to other HREs. Other factors that would increase such costs include inflation, rising mortgage rates, access to the properties in tightly built locations, and availability/costs of construction materials, rental equipment, staging and storage areas, etc. Such critical factors MUST be included before and not after the City decides if it should buy the vacant Caltrans properties. RFPs/RFQs take time and so do agreements with vendors and other HREs, and as the old adage goes, "time is money." It is quite clear from this proposed scope that the direction is to move forward with SB381 and not to consider the South Pasadena Preservation Foundation's plan. Once Caltrans hands off the houses to the City, our Police Department cannot handle in a sustaining manner ongoing security of the vacant properties, along with their current responsibilities. A private security force will be needed immediately. Should security be necessary for a prolonged period of time, that could "eat" into the City's profits and ultimately into the affordable housing funds. Whether the City makes a lot or a little in profit in this scenario, the City will still be legally obligated to provide funds to build three affordable units for each house sold. If the City's profits go negative, then it's on us taxpayers to fund those three affordable housing units for every one house sold, right? In that circumstance, how do you propose to fund those units? Will the City have an auditing system or oversight committee to ensure that the financial arrangements don't go awry? Has the consultant considered the administrative costs associated with

an auditing/oversight process? If no consideration has been made with regards to an auditing system, why not?

Where are the funds coming from for that repair work and who will be judging the adequacy of the repairs? Will we have to hire more inspection consultants? And, as a reminder, you still have not been able to make two vacant Caltrans lots (one near me) into pocket parks since 2017. I do acknowledge that the designs and funding are moving forward this year, finally! However, the lots are still just lots for now. And, that is at least five years now and counting. Five years of two lots not available to the public for recreation. Could the City possibly find itself with a private security force for up to five years as well if SB381 becomes problematic?

**If you choose to sell or lease the vacant Caltrans houses to other HREs for affordable rentals, then there will be NO PROPERTY TAXES for the City.** Those houses will then continue the legacy of the Caltrans purchases beginning in 1965 where no property taxes were collected on them. Such rental housing will not be subject for an additional 55 years as required by the State. That means, **these particular properties will not have yielded ANY property taxes in over 100 YEARS!!!** That substantial loss in tax revenue will continue to negatively impact the General Funds to pay for core functions citywide. In essence, those HREs will be getting a sweet deal of paying no property taxes and still relying on us taxpayers to fund the infrastructure needed to support those properties.

If a recession does occur next year, the City may lose additional tax revenue citywide if property values dip downwards and homeowners seek relief from the Assessor's Office. Additionally, the real estate market is in a state of flux, interest rates are at an all-time high, home values are going down somewhat, inflation is climbing, and costs for security labor and fuel for the vehicles are going up. Just because the City might be able to sell some homes at market value after purchasing said homes at the original acquisition price does not mean it is a win for the City. It is not clear from the current scope of services for the Second Amendment how the consultant intends to factor in/model a variety of related costs, including but not limited to:

- State's requirement for labor to be paid prevailing wages.
- Shortage of available construction materials for repairs (resulting in delays or higher prices).
- Substantial costs of rental equipment and logistics/locations/traffic control of construction staging areas and storage sites.
- City permit inspections and approvals (including the potential of outside entities' involvement, such as replacing a defective electrical panel necessitating approvals/inspections by Southern California Edison or replacements of sewer lines as may be required by the County of Los Angeles).
- Costs associated with abatement, removal, and disposal of hazardous materials and wastes. Asbestos and lead will most certainly be in most if not all of the homes. But, what about failed sewer lines onsite? Potential leakage of sewage and possible impacts to soils and any groundwater present will need to be remediated, capped or excavated and removed.
- Availability of reliable contractors.
- Costs related to the challenges in the movement of supplies and equipment within extremely narrow streets with sharp turns. For example, a neighbor of mine on Bonita Drive ordered a large appliance through Home Depot. The delivery truck failed its first three attempts to deliver due to the parked cars and the size of the delivery truck. By the fourth try, they succeeded. Will smaller trucks and vehicles increase the cost of deliveries, if needed?
- Complaints by affected neighbors resulting in increased coordination with City staff (possibly necessitating overtime). Several of the vacant Caltrans houses are on Bonita Drive. How will the contractors make repairs when there is no place to park? Where will the staging areas be in such a tightly built and hilly street? Will the repairs be done in phases, thereby lengthening the timeframe for things getting done and having security forces for a longer period? Will the contractors have to bring in supplies using smaller delivery trucks and thereby increase costs to the City? Neighbors on other streets, like Oneonta Drive and Summit Drive, have had their

driveways blocked or have had workers set up lunch tables on their property without permission during the building of luxury housing on Oneonta Drive. If phasing of improvements for these homes will be done, then the cost needs to be factored in that way. Also, there needs to be a contingency plan for those vendors' vehicles and trucks that damage either City property or that of our neighbors' properties. Recently, when the California Highway Patrol was dealing with the squatter at the Oneonta Caltrans house, an officer made a U-turn with his CHPs vehicle and hit a small retaining wall privately owned at the intersection of Bonita/Oneonta/Summit. This was just a regular-sized patrol car! Theft of workers' tools and supplies may also be a factor that will reflect in increases in security costs and insurance rates for the City and result in more security measures.

#### **RECOMMENDATIONS:**

- Decline the Second Amendment outright as the consultant did not comply with the contract. Move forward with double- or side-by-side escrows with the existing/former Caltrans tenants and qualified buyers as presented to you on multiple occasions in a plan presented by the South Pasadena Preservation Foundation.
- If you are still not convinced in passing up on SB381, then the scope of services needs to be revised substantially, with greater details, and most assuredly the cost of the consultant's Second Amendment will skyrocket. Additionally, the contract and first amendment would need to be revised to provide clarity and control over the roles of the consultant and Agreement Administrator, as well as the tightening of reimbursable costs, deadlines, and scope of work.
- Rather than utilizing the services of the consultant, information on critical factors can still be gathered by relying on staff and on experienced/licensed professionals who live/work in South Pasadena and who are willing to volunteer their time and expertise.
  - *Security Costs:* An excellent source of security costs would be, of course, Caltrans. Their agency is now paying either weekly or monthly for the services of the Good Guys Security Company. Another source could be at MWD where (at least when I worked there), Securitas was utilized as a private security force. Phone calls to other public agencies or to the security firms themselves could be done quickly and efficiently. Knowing how many individuals are employed, how many hours are spent guarding the premises, maintenance/repair of security vehicles, and fuel costs can then be estimated. Projections can be made for ongoing costs for weeks, months, or even a year or two if the City truly intends to pursue this path. General contractors in the area, or again Caltrans, could provide a ballpark figure for costs in hardening each property should Caltrans fail to live up to its current promise of doing so.
  - *Historical Resources Costs:* Thankfully, you are already utilizing the services of the South Pasadena Preservation Foundation for their expertise and experience. Their input and analysis will be invaluable in the computation of repairs found during the inspections and additional costs associated with rehabbing historical structures.
  - *Real Estate Outlook:* Our City is blessed with professional and highly skilled and highly successful real estate brokers who also live here. They have first-hand knowledge and access to real estate market publications, attend conferences, and do extensive networking to keep current on real estate market and trends, forecasts in southern California, and valuation in our City and in Los Angeles County. They too work with construction firms and handymen for repairs, and presumably with hazmat technicians when such materials/wastes are encountered, to get the buildings readied to be put on the market. So, they have contacts for these general contractors and technicians who also may live in South Pasadena and can provide some reasonable ballpark estimates. With such

expertise available in South Pasadena, create an ad hoc real estate group and invite those residents who are licensed in real estate to see what could be potential risks or fatal flaws of implementing SB381. Invite our real estate developers, such as Mr. Odom Stamps, a former mayor and one who shepherded the 625 S. Fair Oaks project that contains affordable residential units, as well as other projects he's done in South Pasadena. Others in this group might know how lenders are behaving these days with various loans and processing times.

- *Financial Risk Analysis and Assessment:* You did it once before. Create another informal ad hoc financial group. Would appreciate if you would invite either Mr. Stephen or Ms. Sheila Rossi and others that have the ability to look at the numbers and the other factors and conduct a type of risk assessment for what is possibly the best the City could hope for and minus ALL of the costs. The costs would come from the input from others on this list. The risk assessment should also look at the loss of property taxes for those properties either leased or sold to other HREs. Some of the real estate businessmen, like Mr. Stamps, could also be helpful here in gauging the risks to the City in taking on SB381. Another risk that should be calculated is the risk of litigation. Not all real estate transactions end successfully. Are there possible litigation risks here? How can they be minimized? Will additional legal precautions require the outlay of more money like hiring a contract real estate attorney?
- *Construction/Traffic Factors:* The ability for goods and services to be taken into the hilly areas where many of the vacant Caltrans' properties are situated will be challenging. Additional costs need to be included for planning and possibly be paying for, such as where staging areas will be located, how traffic will move, and what emergency access will be available. This entails flagmen, detour equipment, and possibly offsite leased or City-owned areas, etc. Our commissioners from the Public Works Commission, Public Safety Commission, Planning Commission, and Mobility Transportation and Infrastructure Commission offer a wealth of talent, resources, expertise, and experience to also make ballpark estimates on these factors that will most definitely impact potential profits.

From these categories mentioned above, it truly amazes me that our City is so fortunate to have such wide range of home grown talent and expertise in all these critical areas that could rival many consultants at an affordable price, i.e., free. These individuals are credentialed and/or licensed professionals who have loyalty to this City. As can be seen, there is a HUGE amount of information that is needed that really dwarfs this proposed Second Amendment's project scope. It is naïve to think that it is simply a transaction from original acquisition to selling in today's market. It is NOT. Real estate is a risky business. Given the double- or side-by-side escrow process, I can't even begin to imagine why you would put our City in a highly risky endeavor. You are gambling with fixing up and selling "significant fixer uppers." If the City can do that without blowing through its original budget, its schedule, and its original corrective action plan for each property, then the City is a *bona fide* miracle worker. I know of no one that has had it that easy when rehabbing even one home. These are OUR CITY'S FUNDS. Be prudent, be conservative, and review all information very carefully before moving forward.

If you continue to go with SB381, however, I am again asking whether we the taxpayers will be held accountable should the sale of each house not generate sufficient funds to cover the related costs, as well as the requirement to fund three new affordable housing units for each house sold? Will your answer be to float a bond measure then? My neighbors and I would not be interested in paying for your mistake.

This is a very important decision that now faces you. Probably one of the most important actions you will ever take aside from eventually acting on the spate of land use plans now past due. This agenda item is more than just one amendment to an overextended contract. It's about going down the path of SB381 and obligating the City to real estate development that the City clearly has no capacity to handle. And, it is quite apparent that the oversight of contracts needs to be improved significantly from here on out to protect our

City's financial wellbeing.

I ask each of you to REALLY consider what taking on SB381 will entail, while the City faces its biggest challenges in the 21<sup>st</sup> century. Your ambitious goals of bringing in much needed economic development will require much attention and involvement, while recognizing the challenges and limitations of our current permitting processes that in itself will be all consuming. And to that, you want to buy, repair, sell, or manage via another HRE the Caltrans properties?

This City is NOT equipped to handle a portfolio of Caltrans properties on top of all that is being planned in the coming years. This is not the future or legacy you should embrace or be associated with regarding SB381. It should be dispensed with immediately by working to have Caltrans tenants and qualified buyers each assume the responsibility, security, and risk of owning their own homes. Encourage Caltrans tenants and qualified buyers to step up, help them secure their financing, ease their permitting processes, and let them build back what Caltrans nearly destroyed over a half century ago. There is no rush right now to make a decision. Let the inspections take place. Caltrans is now working with long-term tenants to see if they are interested in purchasing the homes they have lived in for many years. There is time. The consultant doesn't need to be there for inspections, just one of our staff members, perhaps someone from Public Works or our Code Enforcement officer. Invite our qualified residents and business people to brainstorm using their expertise to inform you on the risks of following through with SB381. Bottom up planning and collaboration works, top down mandates with insufficient information is a recipe for disaster.

Do not approve the second amendment to CivicStone LLC. Take the simplest approach relying on side-by-side or double-escrows.

Lastly, please just stop listening to the rumor and urban myth that side-by-side or double-escrows are illegal. They are perfectly legal in the State of California, i.e., the simultaneous purchase and sale of the same property. The only time they are illegal is if one or more of the parties are involved with criminal intent and are using this type of escrow to defraud the other parties. It's interesting that they are called by various names, but they are all equivalent from what I have found:

- Double-escrow
- Concurrent escrow
- Back-to-Back escrow
- Side-by-Side escrow
- Double-closing escrow ("A to B & B to C" strategy, where A is the seller, B is the intermediary (such as an investor or in the City's case, an HRE), and C is the final buyer.

California court cases that pop up on the internet with these terms are not questioning the validity of this type of escrow but whether the parties followed the process and were not trying to cheat others out of money or the investment properties.

Interestingly, I did discover on the internet a County of Los Angeles Treasurer and Tax Collector letter dated June 26, 2020, and directed to the Board of Supervisors (first being Supervisor Kathryn Barger, Chair) with the subject item: "Board Motion May 12, 2020, Agenda Item No. 15 – Report Back – Emergency Rental and Mortgage Relief." The web link is as follows and the letter begins on page 2 of the pdf file: <http://file.lacounty.gov/SDSInter/bos/supdocs/145750.pdf>. On page 70 of the pdf file, HR&A Advisors have prepared a memorandum, with the subject title: "Alternative Frameworks for Implementation of the Los Angeles County Affordable Housing Acquisition Fund." On page 73, HR&A is recommending a concurrent (same as a side-by-side or double-escrow process) between the County, the City of Los Angeles' Community Redevelopment Agency, and a qualified affordable housing developer:

*The Site Control Facilitation framework would require a shorter process compared to Property Acquisition. A relatively shorter process involves only one round of Board approval, if the County can identify a pre-qualified affordable housing developer with sufficient funding and engage them in a concurrent escrow process, where the County delegates the authority to the CEO to facilitate site control and simultaneously transfer property, such as the acquisition of CRA/LA properties nearby Watts Tower in early 2018.<sup>2</sup> If the partnering affordable housing developer requires County subsidy for acquisition and predevelopment costs, it would still need additional Board approval process.*

Whatever you want to call this type of escrow, it is legal, it is straightforward, and it will not encumber the City, its officials, its staff, or us residents. If it is reasonable to pitch it as a strategy to the Board of Supervisors by the County's treasurer and tax collector, it is perfectly fine for the City of South Pasadena. Let's do it!

**From:** [Edith Espejo](#)  
**To:** [CCO](#)  
**Subject:** Cal Trans Home  
**Date:** Wednesday, November 2, 2022 10:48:05 AM

---

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

Dear City Council,

It is downright disheartening to hear that South Pasadena wants to buy homes at 1960's prices and essentially flip them to the highest bidder. This is disgusting on a personal level, causing housing prices to skyrocket so long-term residents can no longer afford to live here, and to think that a whole city wants to do this exact thing that tears communities apart? It is deplorable. These homes should be affordable housing and should go to folks who rented them before getting kicked out. I am unfortunately not surprised by this action, as I have lived in the city since 1992 and saw South Pasadena's small-town feel get demolished to make way for Shake Shack, Krispy Kreme, and the like. Do something actually good for the community, make these homes accessible to the average person, not the 1%. Also, how do you expect to bypass SB 381? This is unjust.

Thank you,  
Edith Espejo  
District 5

**From:** L Esposito [REDACTED]  
**Sent:** Wednesday, November 2, 2022 11:27 AM  
**To:** Domenica Megerdichian [REDACTED]  
**Cc:** [edward.francis@cityofpasadena.net](mailto:edward.francis@cityofpasadena.net) [REDACTED] Armine Chaparyan [REDACTED]  
**Subject:** CT properties: Traffic and parking on Bonita Drive, Oneonta, Meridian

**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 morning Dom,

Please see attached zip file showing parking on the south end of Bonita Drive at various times of the day (including the loss of three spaces north of 801 due to the falling hillside, a vacant lot).

I hope the contracted consultation agency, in addition to the decision-makers are aware of how precarious parking and traffic are on Bonita Drive. We have the majority of CT unoccupied properties and vacant lots in the vicinity, and like Oneonta, are a one-sided parking street. I suggest a "road trip" beginning at the north end of BD (enter from Meridian), ending at the south end (at Meridian) for frame of reference.

This is more for Edward and Arminé — my cars have been hit several times over the years as heavy machinery vehicles, construction, delivery and other drivers are unfamiliar with how steep, narrow and congested BD is on most days.

How can our street accommodate not only heavy construction, but more residential parking once these homes are occupied if we can barely park in front of our own homes?

Thank you,

—Linda Esposito