



**CITY OF SOUTH PASADENA
CITY COUNCIL**

**A G E N D A
REGULAR MEETING
WEDNESDAY, JANUARY 19, 2022 AT 7:00 P.M.**

**CITY COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030
VIA ZOOM TELECONFERENCE**

South Pasadena City Council Statement of Civility

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

Pursuant to AB 361 Government Code section 54953, subdivision (e)(3), the City Council may conduct its meetings remotely and may be held via video conference. Pursuant to such Executive Order, the City Council may participate remotely and not be physically present in the City Council Chambers. Until further notice and as such Executive Orders remain in effect, the City Council may also allow public participation to continue via live public comment conducted over ZOOM.

The South Pasadena City Council Meeting for **January 19, 2022** will be conducted virtually from the Council Chambers, Amedee O. "Dick" Richards, Jr., located at 1424 Mission Street, South Pasadena.

Please be advised that pursuant to government code, and to ensure the health and safety of the public, staff, and City Council, as the Council Chambers will not be open to the public for the meeting and members of the public may attend and/or participate by the following means:

The Meeting will be available

- Live Broadcast via the website –
http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**

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

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. You may listen to the meeting by calling: +1-669-900-6833 and entering the Zoom Meeting ID and Passcode when prompted.

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

<https://zoom.us/u/aiXVOTAW2>

CALL TO ORDER: Mayor Michael Cacciotti

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

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Jon Primuth

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT AND SUGGESTIONS

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

Option 1:

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

Option 2:

Email public comment(s) to ccpubliccomment@southpasadenaca.gov.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded online for public viewing under Additional Documents. There is no word limit on emailed Public Comment(s). Please make sure to indicate:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the Council meeting.

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

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL

PRESENTATIONS

3. **INTRODUCTION OF COMMUNITY DEVELOPMENT STAFF**
4. **MERCHANT MINUTE**

COMMUNICATIONS

5. **COUNCILMEMBER COMMUNICATIONS**
Time allotted per Councilmember is 3 minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.
6. **CITY MANAGER COMMUNICATIONS**
7. **REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

CONSENT CALENDAR**OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

8. **APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$354,382.66; GENERAL CITY WARRANTS IN THE AMOUNT OF \$232,621.24; SUPPLEMENTAL ACH PAYMENTS IN THE AMOUNT OF \$181,952.21; VOIDS IN THE AMOUNT OF (\$116.71); TRANSFERS IN THE AMOUNT OF \$5,086,782.07; PAYROLL IN THE AMOUNT OF \$789,960.39**
Recommendation
It is recommended that the City Council approve the Warrants as presented.
9. **AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST CONTRACT AMENDMENT WITH HDL SOFTWARE, LLC**
Recommendation
It is recommended that the City Council authorize the City Manager to execute the first contract amendment with HdL Software, LLC to extend agreement through October 31, 2023.
10. **ADOPTION OF A RESOLUTION AUTHORIZING SIGNATORIES ON CITY BANKING ACCOUNTS AND RELATED BANKING DOCUMENTS**
Recommendation
 1. A resolution superseding Resolution No.7698, Authorizing Signatures on City Bank Accounts; and
 2. A resolution superseding Resolution No.7699, Authorizing Signatures on the City's Local Agency Investment Fund (LAIF) Account

11. MONTHLY INVESTMENT REPORT FOR NOVEMBER 2021**Recommendation**

It is recommended that the City Council receive and file the Monthly Investment Report for November 2021.

12. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH PRO FORMA ADVISORS, LLC FOR RESTAURANT CONSULTANT SERVICES**Recommendation**

It is recommended that the City Council

1. Appropriate \$19,770 from the Arroyo Seco Golf Course reserve account to account No. 295-8040-8043-8020-000;
2. Award a contract to Pro Forma Advisor, LLC for restaurant consultant services to assist in the business proforma, authoring of a request for proposals (RFP), RFP process, interviews, and evaluation process in acquiring a new operator for the Arroyo Seco Golf Course restaurant in the amount of \$19,770; and
3. Authorize the City Manager to execute a professional services agreement with Pro Forma Advisors.

PUBLIC HEARING**ITEM 13 WILL BE HEARD AT 7:30 PM PER ELECTIONS CODE 21607.1.(D)**

(d) If a public hearing is consolidated with a regular or special meeting of the council that includes other substantive agenda items, the public hearing shall begin at a fixed time regardless of its order on the agenda, except that the council may first conclude any item being discussed or acted upon, including any associated public comment, when that time occurs. The time of the public hearing shall be noticed to the public.

13. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING COMMUNITIES OF INTEREST RELATED TO REDISTRICTING FOR SOUTH PASADENA CITY COUNCIL DISTRICTS**Recommendation**

1. Receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries; and
2. Conduct a public hearing to receive public input regarding communities of interest.

14. FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE PERTAINING TO ACCESSORY DWELLING UNITS (ADU) INCLUDING SECTION 36.350.200.J (DESIGN STANDARDS FOR HISTORIC PROPERTIES) AND ADOPTION OF DESIGN GUIDELINES FOR ADU DEVELOPMENT ON HISTORIC PROPERTIES**ORDINANCE**

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 ("ZONING"), ARTICLE III ("SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS"), SECTION 36.350.200 ("RESIDENTIAL USES—ACCESSORY DWELLING UNITS") OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

Recommendation

1. Read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
2. Adopt Design Guidelines for ADU Development on Historic Properties.

ADJOURNMENT**FOR YOUR INFORMATION****FUTURE CITY COUNCIL MEETINGS**

February 2, 2022	Regular City Council Meeting Council Chamber	7:00 p.m.
February 16, 2022	Regular City Council Meeting Council Chamber	7:00 p.m.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public inspection on the City's website: <https://www.southpasadenaca.gov/government/city-council-meetings/2021-council-meetings>.

Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk's Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **January 19, 2021**, on the bulletin board in the courtyard of City Hall at 1414 Mission Street, South Pasadena, CA 91030, and on the City's, website as required by law, on the date listed below.*

01/13/2022

/S/

Date

Tameka J. Cook, Chief City Clerk



City Council Agenda Report

ITEM NO. 8

DATE: January 19, 2022

FROM: Arminé Chaparyan, City Manager *Ac*

PREPARED BY: Kenneth L. Louie, Interim Finance Director

SUBJECT: Approval of Prepaid Warrants in the Amount of \$354,382.66; General City Warrants in the Amount of \$232,621.24; Supplemental ACH Payments in the Amount of \$181,952.21; Voids in the Amount of (\$116.71); Transfers in the Amount of \$5,086,782.07; Payroll in the Amount of \$789,960.39

Recommendation Action

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

Fiscal Impact

Prepaid Warrants:

Warrant # 313670-313713	\$	138,338.29
ACH	\$	216,044.37
Voids	\$	0

General City Warrants:

Warrant # 313714-313792	\$	146,488.18
ACH	\$	86,133.06
Voids	\$	(161.71)

Payroll Period Ending: 12/15/2021	\$	45,799.66
Payroll Period Ending: 12/17/2021	\$	95,286.95
Payroll Period Ending: 12/19/2021	\$	578,926.53
Payroll Period Ending: 12/20/2021	\$	4,518.20
Payroll Period Ending: 12/20/2021	\$	38,514.66
Payroll Period Ending: 12/31/2021	\$	26,914.39
Wire Transfers Out – To (LAIF)	\$	5,000,000.00
Wire Transfers In – From (LAIF)	\$	0
Wire Transfers (RSA)	\$	0
Wire Transfers Out – To (Acct # 2413)	\$	30,089.22
Wire Transfers Out – To (Acct # 1936)	\$	56,692.85
Supplemental ACH Payment	\$	181,952.21
RSA:		
Prepaid Warrants	\$	0
General City Warrants	\$	0

Total	\$	6,645,581.86
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Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Supplemental ACH Payments
5. Voids
6. Payroll

ATTACHMENT 1
Warrant Summary

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

01.19.2022

Fund No.	Amounts		
	Prepaid	Written	
General Fund	101	135,405.44	210,909.64
Insurance Fund	103	-	-
Street Improvement Program	104	-	-
Facilities & Equip.Cap. Fund	105	37,175.12	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	1,020.70
Local Transit Return "C"	207	203.50	4,235.18
TEA/Metro	208	-	-
Sewer Fund	210	123.10	2,362.85
CTC Traffic Improvement	211	-	-
Street Lighting Fund	215	-	2,087.27
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	1,639.90
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	5,197.50
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	7,360.00	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
Water Fund	500	39,324.28	5,168.20
Water Efficiency Fund	503	10.00	-
2016 Water Revenue Bonds Fund	505	1,250.00	-
SRF Loan - Water	506	132,483.17	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	1,048.05	-
Column Totals:		354,382.66	232,621.24

Fund No.	Amounts		
	Prepaid	Written	
RSA	227	-	-
RSA Report Totals:		-	-

City Report Totals: 587,003.90

Payroll Period Ending: 12/15/2021	45,799.66
Payroll Period Ending: 12/17/2021	95,286.95
Payroll Period Ending: 12/19/2021	578,926.53
Payroll Period Ending: 12/20/2021	4,518.20
Payroll Period Ending: 12/20/2021	38,514.66
Payroll Period Ending: 12/31/2021	26,914.39
Wire Transfer Out - To LAIF	5,000,000.00
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	30,089.22
Wire Transfer Out - To Acct. # 1936	56,692.85
Supplemental ACH Payments	181,952.21
Voids - Prepaid	
Voids - General Warrant	(116.71)

Grand Report Total: 6,645,581.86

Michael A. Cacciotti, Mayor

Kenneth L. Louie, Interim Finance Director

ATTACHMENT 2
Prepaid Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: EAlvarez
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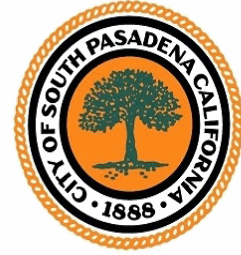


Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	ATGC8530 95225	Acorn Technology Services IT Services - October 2021	12/13/2021	22,525.00
Total for this ACH Check for Vendor ATGC8530:				22,525.00
ACH	RDRKDVS 12/11/2021	Roderick Davis DJ for Breakfast with Santa on 12/11/2021	12/13/2021	350.00
Total for this ACH Check for Vendor RDRKDVS:				350.00
313670	ROBR8264 A-113021-A	Ronald Breach Breakfast with Santa Event 12/11/2021	12/13/2021	420.00
Total for Check Number 313670:				420.00
313671	CRRWSRST 11/30/2021	Carrow's Restaurant Catering for Breakfast with Santa Event on 12/11	12/13/2021	1,000.00
Total for Check Number 313671:				1,000.00
313672	ELL1017 E 77435	Ellen's Silkscreening City Shirts	12/13/2021	116.70
Total for Check Number 313672:				116.70
Total for 12/13/2021:				24,411.70
Report Total (5 checks):				24,411.70

Accounts Payable

Checks by Date - Detail by Check Date

User: EAlvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1995	CPTS3011 415622	SOLV Business Solutions Connected - Safe 1099 NEC Form B & Self Seal Envelopes	12/16/2021	116.71
Total for Check Number 1995:				116.71
Total for 12/16/2021:				116.71
ACH	CIV2123 2018-152	CivicStone, LLC Caltrans Housing Consultant - November 2021	12/22/2021	3,590.00
Total for this ACH Check for Vendor CIV2123:				3,590.00
ACH	CRSR2010 DN 1309649 DN 1335976 DN 1339927	Corodata Shredding Inc. Shredding Services - March 2021 Shredding Services - October 2021 Shredding Services - November 2021	12/22/2021	83.24 135.61 60.24
Total for this ACH Check for Vendor CRSR2010:				279.09
ACH	DIG0800 43583	Digital Telecommunications Corp Extension Relocation & Onsite Labor Services - 12/07/2021	12/22/2021	1,065.00
Total for this ACH Check for Vendor DIG0800:				1,065.00
ACH	NEOF8011 INV16559309 INV16560627	Quadient Finance USA, Inc. Library Postage Machine Supplies Library Postage Machine Supplies	12/22/2021	39.68 250.26
Total for this ACH Check for Vendor NEOF8011:				289.94
ACH	POS5265 1434616 1434616	Post Alarm Systems Alarm System for Orange Grove Bldg - January Alarm System for WMB - January 2022	12/22/2021	54.33 54.33
Total for this ACH Check for Vendor POS5265:				108.66
ACH	SWRCB833 D1702066 D1702066	State Water Resources Control Board Water Revolving Fund Contract # D1702066 & Project 1910154-001C Water Revolving Fund Contract # D1702066 & Project 1910154-001C	12/22/2021	51,279.73 81,203.44
Total for this ACH Check for Vendor SWRCB833:				132,483.17
313673	AT&T5006 130464796 130464796 313002019	AT&T Account # 130464796 (09/18/21-10/17/21) Account # 130464796 (10/18/21-11/17/21) Account # 313002019	12/22/2021	90.24 90.24 175.87
Total for Check Number 313673:				356.35
313674	AT&T5011	AT&T	12/22/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	331 841-0756	Account # 331 841-0756 343 2 (11/07/21-12/06/21)		33.41
	331 841-0756	Account # 331 841-0756 343 2 (10/07/21-11/06/21)		33.34
	331 841-0802	Account # 331 841-0802 343 6 (12/07/21-01/06/21)		33.84
	331 841-0802	Account # 331 841-0802 343 6 (11/07/21-12/06/21)		33.41
	331 841-0802	Account # 331 841-0802 343 6 (10/07/21-11/06/21)		33.34
	626 405-0051	Account # 626 405-0051 017 5 (12/11/21-01/10/22)		2,054.87
	626 405-0051	Account # 626 405-0051 017 5 (11/11/21-12/10/21)		2,024.30
	626 405-0051	Account # 626 405-0051 017 5 (10/11/21/11/10/21)		2,024.14
	626 441-6497	Account # 626 441-6497 357 0 (12/13/21-01/21/22)		777.45
	626 441-6497	Account # 626 441-6497 357 0 (11/13/21-12/12/21)		765.70
	626 577-6657	Account # 626 577-6657 213 7 (12/13/21-01/12/21)		81.70
			Total for Check Number 313674:	7,895.50
313675	ATCN9011	AT&T	12/22/2021	
	000017092417	Account # CLAPDSOPAS (08/27/21-09/26/21)		320.47
	000017219053	Account # 9391062308 (09/20/2021-10/19/2021)		12,641.12
	000017363323	Account # 9391062308 (10/20/21-11/19/21)		12,528.32
	000017382444	Account # 9391036943 (10/27/21-11/26/21)		882.31
			Total for Check Number 313675:	26,372.22
313676	CIN4011	AT&T Mobility	12/22/2021	
	287014917916x10	Account # 287014917916 (09/09/21-10/08/21)		550.04
	287014917916x12	Account # 287014917916 (10/09/21-12/08/21)		1,205.08
	287269956155x11	Account # 287269956155 (11/07/21-12/06/21)		1,347.24
	287269956155x12	Account # 287269956155 (12/07/21-01/06/21)		683.07
	287288006612x11	Account # 287288006612 (10/03/21-11/02/21)		667.81
	287288006612x11	Account # 287288006612 (10/03/21-11/02/21)		178.84
	287288006612x11	Account # 287288006612 (10/03/21-11/02/21)		61.55
	287288006612x11	Account # 287288006612 (10/03/21-11/02/21)		235.86
	287288006612x12	Account # 287288006612 (11/03/21-12/02/21)		666.77
	287288006612x12	Account # 287288006612 (11/03/21-12/02/21)		178.84
	287288006612x12	Account # 287288006612 (11/03/21-12/02/21)		61.55
	287288006612x12	Account # 287288006612 (11/03/21-12/02/21)		235.86
	287297984615x10	Account # 287297984615 (09/03/21-10/02/21)		334.80
	287297984615x12	Account # 287297984615 (11/03/21-12/02/21)		669.60
	287299554301x11	Account # 287299554301 (10/20/21-11/19/21)		44.94
			Total for Check Number 313676:	7,121.85
313677	BT4U8180	Better 4 You Meals	12/22/2021	
	1121-3319	Meals for Onsite and Home Delivery - November 2021		7,360.00
			Total for Check Number 313677:	7,360.00
313678	CBSE6010	Cell Business Equipment	12/22/2021	
	74057133	Contract # 25334839 - 10/01/2021-10/31/2021		266.00
	74733897	Contract # 25334839 - 12/01/21-12/31/21		1,317.33
			Total for Check Number 313678:	1,583.33
313679	SOU5400	City of South Pasadena Finance Petty Cash	12/22/2021	
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		44.83
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		185.77
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		27.80
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		34.38
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		36.19
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		60.90
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		168.46
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		10.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	12/2019-12/2021	Reimburse Finance Dept. Petty Cash (012/20/2019-12/06/2021)		225.53
			Total for Check Number 313679:	793.86
313680	CSPF5011 09/2020-11/2021 09/2020-11/2021 09/2020-11/2021	City of South Pasadena Fire Department Pe Reimburse Fire Dept. Petty Cash - 09/21/2020-1 Reimburse Fire Dept. Petty Cash - 09/21/2020-1 Reimburse Fire Dept. Petty Cash - 09/21/2020-1	12/22/2021	50.00 135.79 213.73
			Total for Check Number 313680:	399.52
313681	COO0695 18320 18321 18321	Cook Fire Extinguisher Co Community Services - Fire Extinguisher Service Community Services - Fire Extinguisher Service Community Services - Fire Extinguisher Service	12/22/2021	60.00 77.36 90.00
			Total for Check Number 313681:	227.36
313682	INT6115 78099	Interstate Battery Systems 2021 Batteries for Fire Alarm System at War Memorial Building		110.03
			Total for Check Number 313682:	110.03
313683	LOS5011 IN0345153 IN0345155	Los Angeles County Fire Department Underground Fuel Storage Tank Fee - 1414 Mission St # FA0018142 Underground Fuel Storage Tank Fee - 825 Mission Site # FA0018157	12/22/2021	2,903.00 2,670.00
			Total for Check Number 313683:	5,573.00
313684	PEG4590 00091334467 Sep 00091334467 Sep	NUFIC AD&D Insurance - Employee Basic AD&D Insurance - Employee Voluntary	12/22/2021	199.50 848.55
			Total for Check Number 313684:	1,048.05
313685	IICC8025 73533757	Occupational Health Centers of California DOT Recert for Medical / Physical	12/22/2021	113.50
			Total for Check Number 313685:	113.50
313686	PHS4011 DEC2021SoPas	Pasadena Humane Society Animal Control Services - December 2021	12/22/2021	14,035.83
			Total for Check Number 313686:	14,035.83
313687	PBPP8010 1019308414	Pitney Bowes Inc Account # 0010106647 Red Ink Cartridge Order	12/22/2021	89.02
			Total for Check Number 313687:	89.02
313688	SGVE2011 12.15.2021	San Gabriel Valley City Managers' Association December 15, 2021 Meeting for Armine Chaparyan & Tamara Binns	12/22/2021	70.00
			Total for Check Number 313688:	70.00
313689	SCOT8300 IN2275673	So Cal Office Technologies Account # C072:21L124-002-S - Waste Toner Bottle	12/22/2021	33.08
			Total for Check Number 313689:	33.08
313690	BNYM6710 252-2436317	The Bank of New York Mellon Fiscal Agent Fees - 11/10/21-11/09/22 Account # SOPASWTR16	12/22/2021	1,250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313690:	1,250.00
313691	NYT8011 894600386	The New York Times Overdue Portion to LA Times Account # 894600	12/22/2021	315.58
			Total for Check Number 313691:	315.58
313692	TIM4011 0029763092721 0070193100121 0070193120121 0251967112221 0355990120221 0357905120521	Time Warner Cable Account # 8448 20 899 0029763 (09/16/21-10/15/21) Account # 8448 30 008 0070193 (10/01/21-10/31/21) Account # 8448 30 008 0070193 (12/01/21-12/31/21) Account # 8448 30 008 0251967 (11/22/21-12/21/21) Account # 8448 30 008 0355990 (12/02/21-01/01/22) Account # 8448 30 008 0357905 (12/05/21-01/04/22)	12/22/2021	246.36 157.90 78.95 219.30 405.42 261.10
			Total for Check Number 313692:	1,369.03
313693	TRCSMGMT 11/03/2021	Tree Case Management Inc. Litigation	12/22/2021	1,008.75
			Total for Check Number 313693:	1,008.75
313694	VPSI407 I36762 013070	Valley Power Systems Inc. Troubleshooting Test for Leakage for Fire Engine E781	12/22/2021	359.70
			Total for Check Number 313694:	359.70
313695	TLC2155 972116517	VCA TLC Pasadena Veterinary Specilaty & Fire K9 Delta - Preventative Care	12/22/2021	70.58
			Total for Check Number 313695:	70.58
313696	VEBU3010 71991098	Verizon Business Services Customer ID SV646189 (September 2021)	12/22/2021	16.98
			Total for Check Number 313696:	16.98
313697	VERW6711 9891840045 9893068316 9894060012 9894078467	Verizon Wireless Account # 542443342-00001 (10/13/21-11/01/21) Account # 842311063-00002 (10/18/21-11/17/21) Account # 542443442-00001 (11/02/21-12/01/21) Account # 642443919-00001 (11/02/21-12/01/21)	12/22/2021	229.26 712.79 270.54 1,407.11
			Total for Check Number 313697:	2,619.70
313698	XRXF5010 2876639 2943197	Xerox Financial Services Contract # 010-0061587-002 (10/06/21-11/05/21) Contract # 010-0061587-003 (11/18/21-12/17/21)	12/22/2021	275.05 162.35
			Total for Check Number 313698:	437.40
			Total for 12/22/2021:	218,446.08
ACH	ADPLC818 595814691	ADP, Inc. ADP Payroll Services: 11/25/2021-12/12/2021	01/03/2022	10,211.51
			Total for this ACH Check for Vendor ADPLC818:	10,211.51
ACH	CDW5246 J333346	CDW Government LLC Adobe Photoshop License	01/03/2022	297.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	J458264	Adobe Photoshop License		272.25
	M701211	Star Micronics Thermal Printers w/ Cloud Qty #		718.76
Total for this ACH Check for Vendor CDW5246:				1,288.57
ACH	CRDA1021 RS4751107	Corodata Records Management Records Management: 11/01/2021-11/30/2021	01/03/2022	377.97
Total for this ACH Check for Vendor CRDA1021:				377.97
313699	AT&T5011 331 841-0756	AT&T Account # 331 841-0756 343 2 (12/07/21-01/06/21)	01/03/2022	33.34
Total for Check Number 313699:				33.34
313700	PayPlus 27656	PayPlus Solutions Insight E-Tools Monthly Conversion of ADP Report to xml form	01/03/2022	217.00
Total for Check Number 313700:				217.00
313701	SCOT8300 IN2285825	So Cal Office Technologies Copier Charges: 08/18/21-11/17/21	01/03/2022	36.76
Total for Check Number 313701:				36.76
313702	XRXF5010 2910521 2929899	Xerox Financial Services Contract # 010-0061587-001 (11/10/21-12/09/21) Contract # 010-0061587-002 (11/06/21-12/05/21)	01/03/2022	1,906.08 275.05
Total for Check Number 313702:				2,181.13
Total for 1/3/2022:				14,346.28
ACH	MNBL8170 14091 14091 14091 14184	Crestline Software, LLC dba MuniBilling Lock Box Absorb Charges Water Billing Services Postage	01/04/2022	701.80 10,006.35 24,670.17 1,901.13
Total for this ACH Check for Vendor MNBL8170:				37,279.45
ACH	SPBK INV-007446 INV-008045	Springbrook Holding Company LLC CivicPay Transaction Fee CivicPay Transaction Fee	01/04/2022	145.00 124.00
Total for this ACH Check for Vendor SPBK:				269.00
ACH	STA5219 3490486820 3492993642 3493352452 3494570269 3495238757 3495299003 3495639509 3495639510 3495751473 3495798799	Staples Business Advantage Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies Finance Departmnet Office Supplies	01/04/2022	449.11 28.51 32.51 1,405.65 57.65 30.93 278.92 20.94 80.18 238.42
Total for this ACH Check for Vendor STA5219:				2,622.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
313703	HDLC3010 SIN013256 SIN013653	Hinderliter deLlamas & Associates Sale Tax & Audit Q2/2021 Trasaction Tax Q2/2021	01/04/2022	1,280.44 300.00
Total for Check Number 313703:				1,580.44
Total for 1/4/2022:				41,751.71
ACH	AIR6010 9985474383	Airgas USA LLC Oxygen Cylinder Rental: December 2021	01/05/2022	314.87
Total for this ACH Check for Vendor AIR6010:				314.87
ACH	CDW5246 5955410 K889628	CDW Government LLC APC Smart-UPS 2200VA RM 2U LCD MS Surface Pro Signa Type Cover Qty # 4	01/05/2022	1,786.08 586.53
Total for this ACH Check for Vendor CDW5246:				2,372.61
ACH	WLST8267 November	William Shuttic Class Instructor Functional Fitness: November 2021	01/05/2022	500.00
Total for this ACH Check for Vendor WLST8267:				500.00
313704	ABCBEE 6673	ABC Bee Control Humane Bee Removal	01/05/2022	350.00
Total for Check Number 313704:				350.00
313705	SHBE8032 7612	Shuny Bee Class Instructor: Online Jeetkunedo (11/01/21-11/29/21) M,W,F	01/05/2022	120.00
Total for Check Number 313705:				120.00
313706	CHAG8032 7465	Emily Chang Class Instructor: Kindermusik Mixed-Ages (11/08-11/29/21)	01/05/2022	89.70
Total for Check Number 313706:				89.70
313707	COR7788 7342 7400 7401	Darren Cornforth Class Instructor: Tennis Intermediate (09/18/21-11/20/21) Sa 10A Class Instructor: Tennis Begineer (09/18/21-11/20/21) Sa Class Instructor: Tennis Intermediate (09/18/21-11/20/21) Sa	01/05/2022	624.00 624.00 624.00
Total for Check Number 313707:				1,872.00
313708	DTV5012 068653046x21	DIRECTV EOC Communications: 12/28/2021-01/27/2022	01/05/2022	91.98
Total for Check Number 313708:				91.98
313709	CRHY8067 7469 7471 7809 7810	Corey Hartney Class Instructor: Basketball Fundamentals (10/0911/06/21) SA Class Instructor: Basketball Fundamentals (10/0911/06/21) SA Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA Class Instructor: Basketball Fundamentals (12/04/21-01/15/22) SA	01/05/2022	130.00 910.00 195.00 650.00
Total for Check Number 313709:				1,885.00
313710	INMC9010 16452	Inland Mechanical Services, Inc. Civic Center HVAC System Retrofit & Replacement	01/05/2022	800.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16510	Civic Center HVAC System Retrofit & Replacement		777.00
	16604	Civic Center HVAC System Retrofit & Replacement		9,100.00
	16675	Civic Center HVAC System Retrofit & Replacement		955.00
	16733	Civic Center HVAC System Retrofit & Replacement		1,740.00
	16852	Civic Center HVAC System Retrofit & Replacement		13,000.00
	16864	Civic Center HVAC System Retrofit & Replacement		803.12
	16921	Civic Center HVAC System Retrofit & Replacement		10,000.00
Total for Check Number 313710:				37,175.12
313711	SWOR8032 7755	Swords Fencing Studio Class Instructor: Sword Fencing Beginner (12/07/21-01/25/22)Tue	01/05/2022	313.60
Total for Check Number 313711:				313.60
313712	LEBE8032	The Skateside, LLC	01/05/2022	
	7423	Class Instructor: Skateside Day Camp (10/31/21) Sun		350.00
	7427	Class Instructor: Skateside Beginner (10/03-10/24/21) Sun		1,394.40
	7487	Class Instructor: Skateside Beginner (11/07-11/28/21) Sun		697.20
	7488	Class Instructor: Skateside Day Camp (11/11/21) Sun		350.00
	7489	Class Instructor: Skateside Thanksgiving Camp (11/22-11/26/21)		2,444.40
	7491	Class Instructor: Skateside After School (10/05-10/28/21)Tu, TH		1,955.10
	7492	Class Instructor: Skateside After School (11/02-11/30/21) T, TH		2,513.70
Total for Check Number 313712:				9,704.80
313713	PUFG8267	Pauline Wong	01/05/2022	
	7486	Class Instructor: Line Dance Intermediate (11/03-11/17/21) WED		71.50
	7659	Class Instructor: Walk In (11/04-11/18/21) THU		112.00
	7689	Class Instructor: International Line Dance (12/01-12/29/21) WED		117.00
	7805	Class Instructor: Walk In (11/04-11/18/21) THU		28.00
	7806	Class Instructor: Line Dance (12/02-12/23/21) THU		128.00
	7816	Class Instructor: Walk In (11/04-11/18/21) THU		64.00
Total for Check Number 313713:				520.50
Total for 1/5/2022:				55,310.18
Report Total (57 checks):				329,970.96

ATTACHMENT 3
General City Warrant List

Accounts Payable

Checks by Date - Detail by Check Date

User: calvarez
 Printed: 1/13/2022 10:10 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	AIS0107	Alliant Insurance Svcs, Inc.	01/19/2022	
	MKLV7PBC000569	Special Events Reporting: 10/01/21-12/31/21		101.15
	MKLV7PBC000569	Special Events Reporting: 10/01/21-12/31/21		-101.15
	MKLV7PBC000569	Special Events Reporting: 10/01/21-12/31/21		101.15
Total for this ACH Check for Vendor AIS0107:				101.15
ACH	AMPM5011 50100 50268	AMPM Door, Inc. Library Emergency Exit & Alarm Replacement Box Fire Door 1 & 2 Hardware Replacement	01/19/2022	
				690.00
				1,667.52
Total for this ACH Check for Vendor AMPM5011:				2,357.52
ACH	ATGC8530 95311	Acorn Technology Services IT Services - December 2021	01/19/2022	
				22,525.00
Total for this ACH Check for Vendor ATGC8530:				22,525.00
ACH	BAK0366	Baker & Taylor Entertainment	01/19/2022	
	H58689270	DVDs/ CDs		12.23
	H58700150	DVDs/ CDs		18.19
	H58719620	DVDs/ CDs		11.57
	H58719820	DVDs/ CDs		20.65
	T24072450	DVDs/ CDs		64.88
	T24074560	DVDs/ CDs		16.53
Total for this ACH Check for Vendor BAK0366:				144.05
ACH	BAK0369	Baker & Taylor Books	01/19/2022	
	2036249126	Books for Library		83.29
	2036255832	Books for Library		37.54
	2036302924	Books for Library		40.70
	2036321979	Books for Library		707.93
	2036326783	Books for Library		306.39
	2036338020	Books for Library		467.14
	2036342718	Books for Library		21.34
	2036363547	Books for Library		52.61
Total for this ACH Check for Vendor BAK0369:				1,716.94
ACH	BFWB4011 38338	Badge Frame, Inc. Retirement Plaque for Sgt. James Valencia	01/19/2022	
				155.16
Total for this ACH Check for Vendor BFWB4011:				155.16
ACH	BLSP8010	Blackstone Publishing	01/19/2022	
	INV2000840	Books/DVDs/CDs		199.95
	INV2003396	Books/DVDs/CDs		190.73
	INV2004590	Books/DVDs/CDs		42.95
	INV2006401	Books/DVDs/CDs		290.19
	INV2010284	Books/DVDs/CDs		65.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	INV2011157	Books/DVDs/CDs		34.95
Total for this ACH Check for Vendor BLSP8010:				824.67
ACH	CHWP2010 50102 50144	Colantuono,Highsmith & Whatley,PC Under Collection of UUT - Novmber 30, 2021 Litigation	01/19/2022	191.71 10,074.00
Total for this ACH Check for Vendor CHWP2010:				10,265.71
ACH	DDL8010 2441 2466	Dr. Detail Ph.D Fleet Cleaninig of Dial-a-Ride Vehicles Fleet Cleaninig of Dial-a-Ride Vehicles	01/19/2022	820.00 1,125.00
Total for this ACH Check for Vendor DDL8010:				1,945.00
ACH	DMPS7101 INVDMP03194	Digital Map Products, L.P. Digital Mapping Services - 2021-2022	01/19/2022	25,601.64
Total for this ACH Check for Vendor DMPS7101:				25,601.64
ACH	EEPS7000 26328354 26361154	Express Services Inc. Contract Services for PW: W/E 11/07/2021 Contract Services for PW: W/E 11/14/2021	01/19/2022	2,958.00 2,218.50
Total for this ACH Check for Vendor EEPS7000:				5,176.50
ACH	GPPT9090 502925 502926 502927 509838 510048	The Silver Bullet Corporation (DBA Gophe Gopher Abatement - 09/29/2021 Gopher Abatement - 09/29/2021 Gopher Abatement - 09/25/2021 Gopher Abatement - 11/30/2021 Gopher Abatement - 11/30/2021	01/19/2022	95.00 250.00 250.00 250.00 95.00
Total for this ACH Check for Vendor GPPT9090:				940.00
ACH	HERD8010 000000837	Hollis Erdmann Pitch Raise and Tune of Baldwin Piano at Librar	01/19/2022	200.00
Total for this ACH Check for Vendor HERD8010:				200.00
ACH	JHMS8020 275810/1 276459/1 277388/1 K75321/1	JHM Supply Irrigation Supplies Irrigation Supplies Irrigation Supplies Irrigation Supplies	01/19/2022	86.22 156.73 46.12 90.49
Total for this ACH Check for Vendor JHMS8020:				379.56
ACH	LCW7456 209356	Liebert Cassidy Whitmore Personnel Matters - November 2021	01/19/2022	3,756.00
Total for this ACH Check for Vendor LCW7456:				3,756.00
ACH	OVDR8011 01148CO21468881 01148CO21493003 01148CO21493039	OverDrive Inc. eBooks / Audiobooks eBooks / Audiobooks eBooks / Audiobooks	01/19/2022	797.47 1,609.91 1,075.69
Total for this ACH Check for Vendor OVDR8011:				3,483.07
ACH	POSU8132	Prudential Overall Supply	01/19/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	52532370	Scrapper Mat Cleaning Services Street Lighting - 11/23/2021		3.87
	52532370	Scrapper Mat Cleaning Services Street Trees - 11/23/2021		3.87
	52532370	Scrapper Mat Cleaning Services Facilities Maint. 11/23/2021		3.87
	52532370	Scrapper Mat Cleaning Services Street Division - 11/23/2021		3.87
	52532370	Scrapper Mat Cleaning Services Sewer Division - 11/23/2021		3.87
	52532371	Uniform Cleaning Services Facility Division - 11/23/2021		14.38
	52532371	Uniform Cleaning Services Street Lighting - 11/23/2021		11.45
	52532371	Uniform Cleaning Services Street Maintenance - 11/23/2021		28.57
	52532371	Uniform Cleaning Services Street Tree Maint. - 11/23/2021		9.65
	52532371	Uniform Cleaning Services Sewer Division - 11/23/2021		9.65
	52532372	Uniform Cleaning Services Water Production - 11/23/2021		26.55
	52532372	Uniform Cleaning Services Water Distribution - 11/23/2021		34.69
	52532373	Scrapper Mat Cleaning Services Water Distribution 11/23/2021		6.24
	52532373	Scrapper Mat Cleaning Services Water Production 11/23/2021		6.23
	52534482	Scrapper Mat Cleaning Services Facilities Maint. - 11/30/2021		3.87
	52534482	Scrapper Mat Cleaning Services Street Trees - 11/30/2021		3.87
	52534482	Scrapper Mat Cleaning Services Street Division - 11/30/2021		3.87
	52534482	Scrapper Mat Cleaning Services Street Lighting - 11/30/2021		3.87
	52534482	Scrapper Mat Cleaning Services Sewer Division - 11/30/2021		3.87
	52534483	Uniform Cleaning Services Street Tree Maint. - 11/30/2021		9.29
	52534483	Uniform Cleaning Services Facility Division - 11/30/2021		14.03
	52534483	Uniform Cleaning Services Street Lighting - 11/30/2021		11.10
	52534483	Uniform Cleaning Services Street Maintenance - 11/30/2021		23.49
	52534483	Uniform Cleaning Services Sewer Division - 11/30/2021		9.30
	52534484	Uniform Cleaning Services Water Production - 11/30/2021		26.55
	52534484	Uniform Cleaning Services Water Distribution - 11/30/2021		34.69
	52534485	Scrapper Mat Cleaning Services Water Distribution -11/30/2021		6.23
	52534485	Scrapper Mat Cleaning Services Water Production - 11/30/2021		6.24
	52536533	Scrapper Mat Cleaning Services Street Division - 12/07/2021		3.87
	52536533	Scrapper Mat Cleaning Services Facilities Maint. - 12/07/2021		3.87
	52536533	Scrapper Mat Cleaning Services Sewer Division - 12/07/2021		3.87
	52536533	Scrapper Mat Cleaning Services Street Trees - 12/07/2021		3.87
	52536533	Scrapper Mat Cleaning Services Street Lighting - 12/07/2021		3.87
	52536534	Uniform Cleaning Services Facility Division - 12/07/2021		14.03
	52536534	Uniform Cleaning Services Sewer Division - 12/07/2021		9.30
	52536534	Uniform Cleaning Services Street Tree Maint. - 12/07/2021		9.29
	52536534	Uniform Cleaning Services Street Maintenance - 12/07/2021		23.49
	52536534	Uniform Cleaning Services Street Lighting - 12/07/2021		11.10
	52536535	Uniform Cleaning Services Water Production - 12/07/2021		26.55
	52536535	Uniform Cleaning Services Water Distribution - 12/07/2021		34.69
	52536536	Scrapper Mat Cleaning Services Water Production - 12/07/2021		6.24
	52536536	Scrapper Mat Cleaning Services Water Distribution - 12/07/2021		6.23
	52538574	Scrapper Mat Cleaning Services Sewer Division - 12/14/2021		3.87
	52538574	Scrapper Mat Cleaning Services Street Trees - 12/14/2021		3.87
	52538574	Scrapper Mat Cleaning Services Street Division - 12/14/2021		3.87
	52538574	Scrapper Mat Cleaning Services Facilities Maint. - 12/14/2021		3.87
	52538574	Scrapper Mat Cleaning Services Street Lighting - 12/14/2021		3.87
	52538575	Uniform Cleaning Services Street Maintenance - 12/14/2021		23.49
	52538575	Uniform Cleaning Services Street Tree Maint. - 12/14/2021		9.29
	52538575	Uniform Cleaning Services Sewer Division - 12/14/2021		9.30
	52538575	Uniform Cleaning Services Street Lighting - 12/14/2021		11.10
	52538575	Uniform Cleaning Services Facility Division - 12/14/2021		14.03
	52538576	Uniform Cleaning Services Water Distribution - 12/14/2021		34.69
	52538576	Uniform Cleaning Services Water Production - 12/14/2021		26.55
	52538577	Scrapper Mat Cleaning Services Water Production - 12/14/2021		6.24
	52538577	Scrapper Mat Cleaning Services Water Distribution - 12/14/2021		6.23

Total for this ACH Check for Vendor POSU8132:

647.57

ACH SHO7777

Showcases

01/19/2022

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	321880	Vinyl 24 CD Album Qty: 25		241.38
	321928	Vinyl 12 CD Album Qty: 25		241.38
	322145	CD & DVD Cases		396.90
Total for this ACH Check for Vendor SHO7777:				879.66
ACH	STA5219	Staples Business Advantage	01/19/2022	
	3482975872	Public Works Office Supplies		145.51
	3487007774	Public Works Office Supplies		56.49
	3487007775	Police Supplies		191.06
	3487007776	Police Supplies		66.43
	3489447625	Police Supplies		15.41
	3489583462	Public Works Supplies		36.74
	3489583462	Public Works Supplies		36.75
	3489583462	Public Works Supplies		36.75
	3489583462	Public Works Supplies		36.75
	3490726235	Public Works Office Supplies		78.16
	3490942054	Police Supplies		67.31
	3491033428	Police Supplies		4.73
	3491477470	Public Works Office Supplies		196.11
	3491477470	Public Works Office Supplies		300.00
	3492018009	Police Supplies		47.16
	3492280534	Credit Memo		-59.20
	3492488957	Public Works Office Supplies		7.72
	3492488957	Public Works Office Supplies		7.72
	3492488957	Public Works Office Supplies		7.72
	3492488957	Public Works Office Supplies		7.72
	3492488957	Public Works Office Supplies		7.72
	3492488957	Public Works Office Supplies		7.72
	3493260842	Fire Department Supplies		30.31
	3494122862	Library Supplies		45.02
	3494314186	Police Supplies		42.44
	3494388283	Police Supplies		691.41
	3494720496	Fire Department Supplies		220.49
	3494788696	Fire Department Supplies		157.56
	3494788697	Fire Department Supplies		27.97
	3494788699	Community Services Supplies		29.24
	3494862218	Community Services Supplies		323.37
	3494862219	Community Services Supplies		126.07
	3495045003	Credit Memo		-31.72
	3495045900	Library Supplies		125.54
	3495045902	Police Supplies		527.28
	3495045904	Community Services Supplies		31.72
	3495238758	Fire Department Supplies		32.51
	3495238760	Police Supplies		40.57
Total for this ACH Check for Vendor STA5219:				3,722.26
ACH	UQMS8010 607993	Unique Management Svcs Inc. Library Recovery Services - November 2021	01/19/2022	71.60
Total for this ACH Check for Vendor UQMS8010:				71.60
ACH	WES4152 176057 179981	West Coast Arborists, Inc. Citywide Urban Forestry Services: 08/01/2021-08/15/2021 Citywide Urban Forestry Services: 11/06/2021-11/30/2021	01/19/2022	400.00 840.00
Total for this ACH Check for Vendor WES4152:				1,240.00
313714	ACHG2013 59-0663479	A-Check Global Electronic Background Services Rendered - 11/0	01/19/2022	256.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313714:	256.25
313715	THAG3012 BL-2020-50	Thomas Agius Refund Grading Deposit for New Construction	01/19/2022	3,402.00
			Total for Check Number 313715:	3,402.00
313716	ALC4018 70541	Alco Target Company Training Targets, Cleaner, and Brush	01/19/2022	126.63
			Total for Check Number 313716:	126.63
313717	ALAL5011 221120036	Alert-All Corp. Fire Department Supplies: Fire Hat, Stick on Badges, and Shield	01/19/2022	479.59
			Total for Check Number 313717:	479.59
313718	ALH0179 November 2021	Alhambra Car Wash Police Department Car Washes - November 2021	01/19/2022	154.00
			Total for Check Number 313718:	154.00
313719	ACMT2920 73243	All City Management Services, Inc. Crossing Guard Services: 10/31/2021-11/13/202	01/19/2022	7,654.78
			Total for Check Number 313719:	7,654.78
313720	ALL0197 236134 236135	All Star Fire Equipment, Inc. Fire Dept. - Safety Clothing & Equipment Fire Dept. - Safety Clothing & Equipment	01/19/2022	63.26 344.06
			Total for Check Number 313720:	407.32
313721	ANTLAGRP 2238 2238 2238 2238	Annealta Group Public Works Assessment Public Works Assessment Public Works Assessment Public Works Assessment	01/19/2022	12,285.00 1,890.00 3,780.00 945.00
			Total for Check Number 313721:	18,900.00
313722	ATSS6010 11208619	Athens Services Mission Meridian Street Sweeping - October 2021	01/19/2022	840.70
			Total for Check Number 313722:	840.70
313723	BUR4018 2562	Burro Canyon Shooting Park Police Range Fees - 11/12/2021-11/22/2021	01/19/2022	220.00
			Total for Check Number 313723:	220.00
313724	CAL5236 1930260 1932292 1934384 1936892	CA Linen Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services Fire Station Linen Rental and Cleaning Services	01/19/2022	95.74 89.39 93.82 88.37
			Total for Check Number 313724:	367.32
313725	CAL8012 5213	Califa Group CENIC Broadband - July - Sep - 2021	01/19/2022	2,778.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313725:	2,778.65
313726	CAN0607 20618	Cantu Graphics Inc. Printing of PVC Sign for Library	01/19/2022	33.08
			Total for Check Number 313726:	33.08
313727	ALPD4010 SoPas - 11/2021	City of Alhambra Police Department Inmate Housing - November 2021	01/19/2022	1,290.00
			Total for Check Number 313727:	1,290.00
313728	COGL8180 21-1291	City of Glendale DNA Evidence Swab - DR 21-0471	01/19/2022	500.00
			Total for Check Number 313728:	500.00
313729	COO0695 18319 18322	Cook Fire Extinguisher Co Inspection & Recharging of Library Fire Extinguishers Service and Repair of Police Department Fire Extinguishers	01/19/2022	272.56 834.62
			Total for Check Number 313729:	1,107.18
313730	DSP0755 9082	D & S Printing Adminstrative Citation Sheets - Qty # 250	01/19/2022	237.04
			Total for Check Number 313730:	237.04
313731	DBEL5010 1607	DB Electronics Replace Emergency Operating System for Fire Engine RA81	01/19/2022	818.53
			Total for Check Number 313731:	818.53
313732	DPWL8210 21691A7E-0001	Dispatch Wellness LLC Training Class for P.A. Sandoval: 11/17/2021	01/19/2022	125.00
			Total for Check Number 313732:	125.00
313733	DUB0187 11.29-11.30.21 12.16-12.17.21 12.16-12.17.21	Andrew DuBois Reimburse Training Class for Cpl. Dubois (11.29-11.30.21) Reimburse Training Class for Cpl. Dubois (12/16/21-12/17/21) Reimburse Training Class for Cpl. Dubois (12/16/21-12/17/21)	01/19/2022	534.48 86.34 54.00
			Total for Check Number 313733:	674.82
313734	LACD5011 P8289	Emergency Medical Services Agency Training Expense - License Renewal for O Snider	01/19/2022	150.00
			Total for Check Number 313734:	150.00
313735	ESMC5010 21-11776	Emergency Services Marketing Corp. Inc. One Year Subscription CERT (11/19/22-01/18/23)	01/19/2022	305.00
			Total for Check Number 313735:	305.00
313736	FWWS1400 0753539 0753539-1	Ferguson Waterworks #1083 Water Valve & Fittings Inventory Purchase Water Valve & Fittings Inventory Purchase	01/19/2022	3,106.31 160.52
			Total for Check Number 313736:	3,266.83
313737	FNRT4011	Forensic Nurse Response Team	01/19/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11152021	SART Exams for DR 21-1755 and DR-21-1823 for Police Dept.		2,800.00
			Total for Check Number 313737:	2,800.00
313738	FLLCR820 November 3-4	Full Circle Training Solutions Training Class for P.A. Sandoval (November 3-4, 2021)	01/19/2022	399.00
			Total for Check Number 313738:	399.00
313739	AGRN4011 11/05/2021	Aaron Giron Reimburse Training Class for Reserve Officer Giron (11/05/2021)	01/19/2022	32.26
			Total for Check Number 313739:	32.26
313740	ELGD5270 118114	Elizabeth Guidano Refund Class due to Inability to Attend	01/19/2022	78.00
			Total for Check Number 313740:	78.00
313741	HATC8025 12437	Halls Auto Tech Center Transit Division Vehicle Tire Replacement Unit # 75	01/19/2022	1,404.23
			Total for Check Number 313741:	1,404.23
313742	RYHG4010 12.08.2021	Ryan Hang Reimburse Training Expense for Det. Hang (12/08/2021)	01/19/2022	11.65
			Total for Check Number 313742:	11.65
313743	HGSI6010 21-40101 21-40116 21-40122	Harry's Glass Shop Inc. Glass Window Replacement for Iron Works Museum Glass Window Replacement for Camp Med Glass Replacement - Iron Works North Window	01/19/2022	208.38 302.25 233.99
			Total for Check Number 313743:	744.62
313744	LAHS5200 BL-2021-2336	Laura Hasbun Refund Roof Permit # 50317	01/19/2022	156.14
			Total for Check Number 313744:	156.14
313745	HRSCHPIP 7947849	Hirsche Pipe & Supply Plumbing & Pipe Supplies	01/19/2022	150.41
			Total for Check Number 313745:	150.41
313746	HOMCOMM 121121 121721	Hom Communications Electrical Work for Police Department Vehicles Electrical Work for Police Department Vehicles	01/19/2022	881.13 300.00
			Total for Check Number 313746:	1,181.13
313747	LAHQ4460 11/30/2021	Laboni Hoq Refund Duplicate Overnight Parking Permit Purchase	01/19/2022	31.08
			Total for Check Number 313747:	31.08
313748	THMJRGRP 65-2021	Patrick Ibarra Facilitation of Strategic Planning Process in 2021	01/19/2022	17,680.68
			Total for Check Number 313748:	17,680.68
313749	JSAR4011	Jack's Auto Repair	01/19/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	17047	Routine Maintenance of Transit Fleet		270.93
			Total for Check Number 313749:	270.93
313750	JAC1111 046029 12.06-12.09.21 12.06-12.09.21	Thomas Jacobs Reimburse Gasoline Expense Incurred During Training Training Class for Lt. Jacobs (12/06/21-12/09/21) Training Class for Lt. Jacobs (12/06/21-12/09/21)	01/19/2022	42.75 293.00 450.48
			Total for Check Number 313750:	786.23
313751	JHA307 SP1MS412108	John L. Hunter and Associates, Inc. Environmental Compliance and NPDES Services - August 2021	01/19/2022	1,417.50
			Total for Check Number 313751:	1,417.50
313752	JCRS5011 50695	Jones Coffee Roasters Fire Dept. Coffee Supplies - December 2021	01/19/2022	162.67
			Total for Check Number 313752:	162.67
313753	LIFE822 1157639 1159322 1159367	Life-Assist Inc. Medical Supplies Fire Dept. Medical Supplies Fire Dept. Medical Supplies Fire Dept.	01/19/2022	2,142.36 40.13 11.97
			Total for Check Number 313753:	2,194.46
313754	NCLS5270 118034	Nancy Listiawan Class Refund	01/19/2022	159.00
			Total for Check Number 313754:	159.00
313755	RCMEK527 118107	Rachel Meek Refund Class due to Inability to Attend	01/19/2022	110.00
			Total for Check Number 313755:	110.00
313756	SRMOOR 21020	Sarah Moore Entertainment for Christamas and Holiday Luncheon at SC	01/19/2022	410.00
			Total for Check Number 313756:	410.00
313757	MMEP4010 0165309-IN	Municipal Maintenance Equipment Repairs to Parking Enforcement Vehicle Go-4 Unit # 1802	01/19/2022	1,097.16
			Total for Check Number 313757:	1,097.16
313758	MVCH3011 11.30.2021 12.31.2021	MV Cheng & Associates Inc. Professional Accounting Services: November 2021 Professional Accounting Services - December 2021	01/19/2022	855.00 3,087.50
			Total for Check Number 313758:	3,942.50
313759	HINV2920 118157	Hilario Navarro Refund Security Deposit for WMB	01/19/2022	522.00
			Total for Check Number 313759:	522.00
313760	OLNP8010 72725	Outlook Newspapers Group Public Notice: Resolution 7708 PHN	01/19/2022	468.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 313760:	468.00
313761	PHS4011 OCT2021SoPas	Pasadena Humane Society Animal Control Services - October 2021	01/19/2022	14,035.83
			Total for Check Number 313761:	14,035.83
313762	PSLSV802 865	Pasadena Live Scan Service Live Scan Services - September 2021	01/19/2022	750.00
			Total for Check Number 313762:	750.00
313763	PHOE4610 112021184	Phoenix Group Information Systems Parking Citation Processing & Database Access - November 2021	01/19/2022	5,541.13
			Total for Check Number 313763:	5,541.13
313764	BRRM5270 117922 117923	Brett Ramey Refund Class due to Low Enrollment Refund due to error during enrollment of Youth Class	01/19/2022	399.00 249.00
			Total for Check Number 313764:	648.00
313765	RTPC5500 6015028 6015029	Regional TAP Service Center Metro 30 Day Senior Bus Pass Subsidy - October 2021 Metro 30 Day Senior Bus Pass Subsidy - November 2021	01/19/2022	160.00 20.00
			Total for Check Number 313765:	180.00
313766	ROWI2011 57379	Right of Way Inc. On-Call Services:Traffic Control for AI Fresno	01/19/2022	4,146.00
			Total for Check Number 313766:	4,146.00
313767	RHCC7101 F21-186-ZSPS	Rio Hondo College Training Class on 11/02/2021 for Police Officers	01/19/2022	325.00
			Total for Check Number 313767:	325.00
313768	EWGZ5011 11/01/2021	Eduardo Rodriguez Reimburse Training Course: Fire Sprinkler Plan Review	01/19/2022	350.00
			Total for Check Number 313768:	350.00
313769	RPCH8210 11/22/2021	Christina Roppo Reimburse Training Expense for Officer Roppo: 11/22/2021	01/19/2022	32.26
			Total for Check Number 313769:	32.26
313770	SGVMC111 879486	San Gabriel Valley Medical Center Blood Alcohol Withdrawal	01/19/2022	48.00
			Total for Check Number 313770:	48.00
313771	DBSC5270 117978	Deborah Schwartz Refund Youth Class	01/19/2022	100.00
			Total for Check Number 313771:	100.00
313772	SCAT6710 16351 16396	Scott's Automotive Public Works Vehicles: Preventative Maint. Unit # 330 Public Works Vehicles: Preventative Maint. Unit # 330	01/19/2022	230.58 229.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	16604	Police Department Automotive Maintenance Unit # 1909		53.66
	16612	Police Department Automotive Maintenance Unit # 1406		68.11
	16620	Police Department Automotive Maintenance Unit # 1802		85.00
	16648	Police Department Automotive Maintenance Unit # 1501		86.63
Total for Check Number 313772:				753.93
313773	SDSI0107	SDS Security Design Systems	01/19/2022	
	234952	Security System for Civic Center Interrogation Room		65.18
	234953	Security System for Civic Center Access Door		217.46
	234954	Security System for Civic Center - Surveillance Room		113.00
	234955	Security System for Civic Center - Security Door		30.00
Total for Check Number 313773:				425.64
313774	MLSN8264 12/18/2021	Melissa Snyder Reimburse Holiday Cheer Program Expenses for	01/19/2022	414.06
Total for Check Number 313774:				414.06
313775	SOGA6501	SoCalGAS	01/19/2022	
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.38
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.38
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.38
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.35
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.38
	196-493-8529 1	CNG Fuel (11/01/2021-12/01/2021)		75.38
Total for Check Number 313775:				452.25
313776	SCIV4011 SPPD-21-04	South Cities Investigations Pre-Employment Background Check for Police Recruit	01/19/2022	1,100.00
Total for Check Number 313776:				1,100.00
313777	SRYC5011	Stericycle Inc.	01/19/2022	
	3005790538	Hazardous Medical Waste		0.11
	3005829346	Hazardous Medical Waste		156.29
Total for Check Number 313777:				156.40
313778	STE4845 2741-17-008	Stetson Engineers Inc Preparation for City's 2020 Urban Water Management Plan: Oct'21	01/19/2022	1,146.00
Total for Check Number 313778:				1,146.00
313779	MASU5270 117921	Maria C Suarez Refund Cancelled Class due to Low Enrollment	01/19/2022	399.00
Total for Check Number 313779:				399.00
313780	SUVA8022	Sunset Vans Inc.	01/19/2022	
	21052	Wheelchair Maint. Repair for Units 75 & 80 Dial-a-Ride		202.20
	21054	Wheelchair Maint. Repair for Units 75 & 80 Dial-a-Ride		211.37
Total for Check Number 313780:				413.57
313781	SCRR4010 740A	Superior Court of California, County of LA Monthly Parking Revnue Distribution - November 2021	01/19/2022	5,226.00
Total for Check Number 313781:				5,226.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	14302263	Fire Department Supplies		75.14
			Total for Check Number 313788:	3,004.76
313789	WIL2010	Willdan Engineering, Inc.	01/19/2022	
	00713387	Professional Planning Assistance: May 2021		520.00
	00713389	Professional Planning Assistance: June 2021		3,575.00
	00713390	Professional Planning Assistance: June 2021		8,920.00
	00713432	Professional Planning Assistance: July 2021		2,015.00
	00713436	Professional Planning Assistance: July 2021		4,160.00
	00713447	Professional Planning Assistance: August 2021		195.00
			Total for Check Number 313789:	19,385.00
313790	WIS2563	Randy Wise	01/19/2022	
	11.22.2021	Reimb. Training Class Expense to Crpl. Wise		32.26
			Total for Check Number 313790:	32.26
313791	YTH1023	Y Tire Complete Auto Repair	01/19/2022	
	31274	Police Department - Automotive Maintenance Unit # 1404		250.76
	31424	Police Department - Automotive Maintenance Unit # 1405		285.64
			Total for Check Number 313791:	536.40
313792	MZLN8267	Maria Zeledon	01/19/2022	
	7472	Class Instructor: Spanish PK-K (09/07/21-11/30/21) Tue		1,310.40
	7473	Class Instructor: Spanish 1st-3rd Grade (09/07/21-11/30/21) Tue		748.80
			Total for Check Number 313792:	2,059.20
			Total for 1/19/2022:	232,621.24
			Report Total (100 checks):	232,621.24

ATTACHMENT 4
Supplemental ACH
Payments

City of
SOUTH PASADENA

Supplemental ACH Payment Log			
Date	Vendor	Amount	Description
12/6/2021	So Cal Edison	\$86,751.08	Online Payment of City's So Cal Edison Accounts.
12/9/2021	So Cal Gas	\$770.79	Online Payment of City's So Cal Gas Accounts.
12/9/2021	AMAZON Business Account	\$3,558.53	Amazon Expenses from 09/13/2021-10/07/2021
12/16/2021	So Cal Edison	\$10,586.77	Online Payment of City's So Cal Edison Accounts.
12/22/2021	UMPQUA Bank	\$9,175.90	Online Payment for City's November 2021 Credit Card Expenses.
1/3/2022	So Cal Edison	\$69,812.81	Online Payment of City's So Cal Edison Accounts.
1/10/2022	So Cal Gas	\$1,296.33	Online Payment of City's So Cal Gas Accounts.

Total: **\$181,952.21**

City of
SOUTH PASADENA

November 2021 Credit Card Expense Summary

Date	Description	Amount
11/1/2021	Fuel for Motor Officers	\$24.46
11/1/2021	City Manager's Office / Jone's Coffee	\$50.00
11/1/2021	City Manager's Office / Employee Breakfast Event	\$1,399.95
11/1/2021	City Manager's Office / Tomato Pie	\$50.00
11/1/2021	City Manager's Office / Chipotle	\$50.00
11/1/2021	City Manager's Office / Starbucks	\$50.00
11/2/2021	Fuel for Motor Officers	\$21.64
11/2/2021	Community Services / Aloha Princes - Ballons for Halloween Event	\$156.00
11/3/2021	Fuel for Motor Officers	\$25.16
11/3/2021	Community Services / Smart & Final - Holiday Party Supplies	\$179.87
11/4/2021	Fuel for Motor Officers	\$19.56
11/4/2021	Community Services / Big Lots - Holiday Party	\$363.83
11/4/2021	Community Services / Party City - Holiday Party	\$44.10
11/4/2021	Community Services / Michale's - Holiday Party	\$159.84
11/4/2021	Community Services / Michale's - Holiday Party	\$494.45
11/4/2021	Human Resources / YourMember Careers - Job Posting	\$229.00
11/4/2021	Management Services / Bablic - Translation Services	\$79.00
11/4/2021	Management Services / Bablic - Translation Services	\$1.58
11/4/2021	City Manager's Office / Facebook Redistricting	\$10.00
11/4/2021	City Manager's Office / Facebook Redistricting	\$10.00
11/5/2021	Library / Barnes & Noble DVDs	\$377.43
11/5/2021	City Manager's Office / Facebook Redistricting	\$10.00
11/5/2021	City Manager's Office / Facebook Redistricting	\$15.00
11/6/2021	Library / Barnes & Noble DVDs	\$44.08
11/6/2021	City Manager's Office / Facebook Redistricting	\$25.00
11/6/2021	City Manager's Office / Facebook Redistricting	\$15.00
11/8/2021	Fuel for Motor Officers	\$23.15
11/8/2021	Library / CPSUGI (SirsiDynix Group Membership)	\$150.00
11/8/2021	Community Development / Zoom	\$214.89
11/8/2021	City Manager's Office / Facebook Redistricting	\$35.00
11/9/2021	Fire Dept / Lasercrafting - Locker Name Plates	\$94.50
11/9/2021	Management Services / Day Translations - Translation Services	\$50.32
11/9/2021	City Manager's Office / Facebook Redistricting	\$50.00
11/10/2021	Fire Dept / Elite Cleaners - Repair to Chief Riddle's Uniform	\$38.00
11/10/2021	Fuel for Motor Officers	\$22.78
11/10/2021	City Manager's Office / Tomato Pie - Council Dinner - Special Meeting	\$124.11
11/10/2021	City Manager's Office / Gales Restaurant - Meeting & Discussion	\$139.27
11/11/2021	Fire Dept / Firehouse ID - Uniform Name Tags	\$142.56
11/11/2021	Fire Dept / United Valet Parking - Workers Comp Apportionment	\$4.00
11/11/2021	Library / Barnes & Noble DVDs	\$68.89
11/12/2021	Library / ALA Publishing - Strategic Planning Book	\$65.57
11/16/2021	Community Services / Smart & Final - Camp Med Snacks	\$235.50
11/16/2021	Community Services / Costco - Senior Center Snacks	\$149.26
11/16/2021	Fire Dept / Star Ford Glendale - Repairs to Ambulance	\$1,100.00
11/16/2021	Fuel for Motor Officers	\$29.75
11/16/2021	Fuel for Motor Officers	\$26.84
11/16/2021	Library / Virtual Program Platform	\$10.00
11/17/2021	Community Services / Joann's - Senior Center Crafts	\$41.64
11/17/2021	Community Services / Smart & Final - Senior Center Snacks	\$63.24
11/17/2021	Library / GotPrint - Story Contest Winners Booklet	\$244.18
11/17/2021	City Manager's Office / Pakatan Thai - Closed Session Dinner	\$131.02
11/18/2021	Fuel for Motor Officers	\$22.55
11/18/2021	Fuel for Motor Officers	\$21.67
11/19/2021	Community Services / Michale's - Camp Med Supplies	\$213.06
11/19/2021	City Manager's Office / Portola Hotel - Legislative Conference for Lucy D.	\$1,165.32
11/22/2021	Community Services / Westlake - Camp Med Supplies	\$139.14
11/22/2021	Fuel for Motor Officers	\$30.00
11/22/2021	Finance / Target - Toaster Oven for City Hall	\$77.16
11/23/2021	Community Services / Westlake - Camp Med Supplies	\$26.35
11/27/2021	Fuel for Motor Officers	\$26.50
11/27/2021	Fuel for Motor Officers	\$21.13
11/29/2021	Management Services / Day Translations - Translation Services	\$179.89
11/29/2021	City Manager's Office / Target - City Hall Decorations	\$93.71
Total:		\$9,175.90

ATTACHMENT 5
Prepaid & Warrant Voids

Accounts Payable

Void Check Proof List

User: calvarez
 Printed: 12/16/2021 - 2:29PM
 Batch: 00001.12.2021



Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CPTS3011				SOLV Business Solutions Conn						
Check No: 0				Check Date: 12/15/2021						
	116.71	415622	12/07/2021	1099 NEC Form B & Self Seal Envelopes					No	0
101-3010-3011-8020-000										
Check Total:	116.71									
Vendor Total:	116.71									
Report Total:	116.71									

ATTACHMENT 6
Payroll Summary

Liability	Taxes Debited			
	Federal Income Tax		4,951.98	
	Earned Income Credit Advances		.00	
	Social Security - EE		52.35	
	Social Security - ER		52.35	
	Social Security Adj - EE		.00	
	Medicare - EE		653.86	
	Medicare - ER		653.86	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		75.32	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		2,179.08	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	8,618.80
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	37,180.86
	Total Amount Debited From Your Account			45,799.66
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00	
Taxes - Your Responsibility	None This Payroll			

Total Liability	45,799.66
	45,799.66
	45,799.66

Net Pay	Checks	.00
	Direct Deposits	37,180.86
	Subtotal Net Pay	37,180.86
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	37,180.86

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				4,951.98	
	Earned Income Credit Advances					
	Social Security				52.35	52.35
	Medicare				653.86	653.86
	Medicare Surtax				75.32	
	Federal Unemployment Tax					
	Subtotal Federal				5,733.51	706.21
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				5,733.51	706.21
						6,439.72
State	CA State Income Tax				2,179.08	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				2,179.08	2,179.08
	Total Taxes		.00	.00	7,912.59	706.21
						8,618.80

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 8,618.80

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	37,180.86
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	37,180.86

20 Employee Transactions

Total Amount ADP Debited From Your Accounts 45,799.66

Liability	Taxes Debited			
	Federal Income Tax		10,120.55	
	Earned Income Credit Advances		.00	
	Social Security - EE		.00	
	Social Security - ER		.00	
	Social Security Adj - EE		.00	
	Medicare - EE		1,309.18	
	Medicare - ER		1,309.20	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		150.16	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		4,178.91	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	17,068.00
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	78,218.95
	Total Amount Debited From Your Account			95,286.95
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	95,286.95
	95,286.95
	95,286.95

Net Pay	Checks	.00
	Direct Deposits	78,218.95
	Subtotal Net Pay	78,218.95
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	78,218.95

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				10,120.55	
	Earned Income Credit Advances					
	Social Security					
	Medicare				1,309.18	1,309.20
	Medicare Surtax				150.16	
	Federal Unemployment Tax					
	Subtotal Federal				11,579.89	1,309.20
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				11,579.89	1,309.20
State	CA State Income Tax				4,178.91	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				4,178.91	4,178.91
	Total Taxes		.00	.00	15,758.80	1,309.20

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 17,068.00

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	78,218.95
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	78,218.95

40 Employee Transactions

Total Amount ADP Debited From Your Accounts 95,286.95

Liability	Taxes Debited			
	Federal Income Tax		68,610.15	
	Earned Income Credit Advances		.00	
	Social Security - EE		1,427.38	
	Social Security - ER		1,427.35	
	Social Security Adj - EE		.00	
	Medicare - EE		9,051.69	
	Medicare - ER		9,051.80	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		726.91	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		29,702.42	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	119,997.70
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	454,126.54
	ADP Check	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	1,645.29
	Wage Garnishments	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXXX	3,157.00
	Total Amount Debited From Your Accounts			578,926.53
Bank Debits and Other Liability	Adjustments/Prepay/Voids			.00
Taxes - Your Responsibility	None This Payroll			

Total Liability	578,926.53
	578,926.53
	578,926.53

Net Pay	Checks	1,645.29	
	Direct Deposits	454,126.54	
	Subtotal Net Pay		455,771.83
	Adjustments	.00	
	Total Net Pay Liability (Net Cash)		455,771.83

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				68,610.15	
	Earned Income Credit Advances					
	Social Security				1,427.38	1,427.35
	Medicare				9,051.69	9,051.80
	Medicare Surtax				726.91	
	Federal Unemployment Tax					
	Subtotal Federal				79,816.13	10,479.15
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				79,816.13	10,479.15
						90,295.28
State	CA State Income Tax				29,702.42	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				29,702.42	29,702.42
	Total Taxes		.00	.00	109,518.55	10,479.15
						119,997.70

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 119,997.70

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	454,126.54	
Transfers	ADP Check	1,645.29	
	Wage Garnishments	3,157.00	
	Amount ADP Debited From Account XXXXX3688		458,928.83

225 Employee Transactions

Total Amount ADP Debited From Your Accounts 578,926.53

Liability	Taxes Debited			
	Federal Income Tax		102.17	
	Earned Income Credit Advances		.00	
	Social Security - EE		.00	
	Social Security - ER		.00	
	Social Security Adj - EE		.00	
	Medicare - EE		72.50	
	Medicare - ER		72.50	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		13.50	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		77.00	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	337.67
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	4,180.53
	Total Amount Debited From Your Account			4,518.20
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00	
Taxes - Your Responsibility	None This Payroll			

Total Liability
4,518.20
4,518.20
4,518.20

Net Pay	Checks	.00
	Direct Deposits	4,180.53
	Subtotal Net Pay	4,180.53
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	4,180.53

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				102.17	
	Earned Income Credit Advances					
	Social Security					
	Medicare				72.50	72.50
	Medicare Surtax				13.50	
	Federal Unemployment Tax					
	Subtotal Federal				188.17	72.50
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				188.17	72.50
State	CA State Income Tax				77.00	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				77.00	77.00
	Total Taxes		.00	.00	265.17	72.50

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 337.67

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	4,180.53
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	4,180.53

10 Employee Transactions

Total Amount ADP Debited From Your Accounts 4,518.20

Liability	Taxes Debited			
	Federal Income Tax		3,611.91	
	Earned Income Credit Advances		.00	
	Social Security - EE		.00	
	Social Security - ER		.00	
	Social Security Adj - EE		.00	
	Medicare - EE		492.15	
	Medicare - ER		492.13	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		.00	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		1,372.75	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	5,968.94
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	32,545.72
	Total Amount Debited From Your Account			38,514.66
Bank Debits and Other Liability	Adjustments/Prepay/Voids			1,959.60-
Taxes - Your Responsibility	None This Payroll			

Total Liability	38,514.66
	36,555.06
	36,555.06

Includes Adjustments that are your responsibility

Net Pay	Checks	.00
	Direct Deposits	32,545.72
	Subtotal Net Pay	32,545.72
	Adjustments	1,959.60-
	Total Net Pay Liability (Net Cash)	30,586.12

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				3,611.91	
	Earned Income Credit Advances					
	Social Security					
	Medicare				492.15	492.13
	Medicare Surtax					
	Federal Unemployment Tax					
	Subtotal Federal				4,104.06	492.13
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				4,104.06	492.13
State	CA State Income Tax				1,372.75	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				1,372.75	1,372.75
	Total Taxes		.00	.00	5,476.81	492.13

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 5,968.94

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	32,545.72
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	32,545.72

48 Employee Transactions

Total Amount ADP Debited From Your Accounts 38,514.66

Liability	Taxes Debited			
	Federal Income Tax		5,860.47	
	Earned Income Credit Advances		.00	
	Social Security - EE		.00	
	Social Security - ER		.00	
	Social Security Adj - EE		.00	
	Medicare - EE		322.43	
	Medicare - ER		322.45	
	Medicare Adj - EE		.00	
	Medicare Surtax - EE		155.61	
	Medicare Surtax Adj - EE		.00	
	Federal Unemployment Tax		.00	
	FMLA-PSL Payments Credit		.00	
	FMLA-PSL ER FICA Credit		.00	
	FMLA-PSL Health Care Premium Credit		.00	
	Employee Retention Qualified Payments Credit		.00	
	Employee Retention Qualified Health Care Credit		.00	
	COBRA Premium Assistance Payments		.00	
	State Income Tax		2,042.71	
	State Unemployment Insurance - EE		.00	
	State Unemployment Insurance - ER		.00	
	State Unemployment Insurance Adj - EE		.00	
	State Disability Insurance - EE		.00	
	State Disability Insurance - ER		.00	
	State Disability Insurance Adj - EE		.00	
	State Family Leave Insurance - EE		.00	
	State Family Leave Insurance - ER		.00	
	State Family Leave Insurance Adj - EE		.00	
	State Medical Leave Insurance - EE		.00	
	State Medical Leave Insurance - ER		.00	
	Workers' Benefit Fund Assessment - EE		.00	
	Workers' Benefit Fund Assessment - ER		.00	
	Transit Tax - EE		.00	
	Local Income Tax		.00	
	School District Tax		.00	
	Total Taxes Debited	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	8,703.67
Other Transfers	ADP Direct Deposit	Acct. No. XXXXX3688	Tran/ABA XXXXXXXXX	18,210.72
	Total Amount Debited From Your Account			26,914.39
Bank Debits and Other Liability	Adjustments/Prepay/Voids		.00	
Taxes - Your Responsibility	None This Payroll			

Total Liability	26,914.39
	26,914.39
	26,914.39

Net Pay	Checks	.00
	Direct Deposits	18,210.72
	Subtotal Net Pay	18,210.72
	Adjustments	.00
	Total Net Pay Liability (Net Cash)	18,210.72

Taxes	Agency	Rate	You are responsible for Depositing these amounts		Amount debited from your account	
			EE withheld	ER contrib.	EE withheld	ER contrib.
Federal	Federal Income Tax				5,860.47	
	Earned Income Credit Advances					
	Social Security					
	Medicare				322.43	322.45
	Medicare Surtax				155.61	
	Federal Unemployment Tax					
	Subtotal Federal				6,338.51	322.45
	FMLA-PSL Payments Credit					
	FMLA-PSL ER FICA Credit					
	FMLA-PSL Health Care Premium Credit					
	Employee Retention Qualified Payments Cre					
	Employee Retention Qualified Health Care					
	Cobra Premium Assistance Payments					
	Total Federal				6,338.51	322.45
State	CA State Income Tax				2,042.71	
	CA State Unemployment Insurance-ER					
	CA State Disability Insurance-EE					
	Subtotal CA				2,042.71	2,042.71
	Total Taxes		.00	.00	8,381.22	322.45

Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX 8,703.67

Excludes Taxes That Are Your Responsibility

Other	ADP Direct Deposit	18,210.72
Transfers	Amount ADP Debited From Account XXXXX3688 Tran/ABA XXXXXXXXXX	18,210.72

9 Employee Transactions

Total Amount ADP Debited From Your Accounts 26,914.39



City Council Agenda Report

ITEM NO. 9

DATE: January 19, 2022
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Ken Louie, Interim Director of Finance
SUBJECT: **Authorize the City Manager to Execute the First Contract Amendment with HdL Software, LLC**

Recommendation

It is recommended that the City Council authorize the City Manager to execute the first contract amendment with HdL Software, LLC (HdL) to extend agreement through October 31, 2023.

Commission Review

N/A

Background/Analysis

By renewing the current contract with HdL the City will be able to continue to provide specialized business license administration services, comprehensive business license services, streamline the business license process and utilize the best technology to assist with a business owners' request. Examples of some enhanced services include: ability to submit and renew a business license application online, submit payments for licenses online, and enable the City to capture more accurate and detailed information to prevent loss in business tax revenues by utilizing the HdL Prime software system. It is also anticipated that by renewing the contract for business license administration services, the services to the Community will continue to be augmented and as a result will capture additional business tax revenues.

The only changes to the current agreement will be the term extension to October 31, 2023 and the increase in cost per processed account transaction will go from \$14.00 to \$15.30. The additional cost will be about \$1,000/year and it has been provided for in the current budget.

Fiscal Impact

No fiscal impact as the annual cost of HdL services for Sales tax, Property Tax and Business License services has been provided for in the 2021-2022 budget in the amount of \$40,950.

Public Notification of Agenda Item

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

Attachments:

1. First Amendment to HdL Software Agreement
2. HdL Agreement (Original)

ATTACHMENT 1
Contract Amendment

FIRST AMENDMENT TO
AGREEMENT FOR SERVICES

THIS AMENDMENT (“Amendment”) is made and entered into on the 19th day of January, 2022 by and between the CITY OF SOUTH PASADENA (“City”) and HdL Software, LLC (“Consultant”).

RECITALS

WHEREAS, on November 17, 2018, the City effectuated the agreement with HdL Software, LLC to perform business license administration and software hosting services; and

WHEREAS, the Term of the Agreement is through October 31, 2023, with the option to extend upon written agreement of the parties; and

WHEREAS, the Consultant represents that it is fully qualified to perform such professional services by virtue of experience and training; and

WHEREAS, the payment format for services shall remain the same as previous years with the only change in cost reflected in the “cost per transaction processed”, as amended; and

WHEREAS, the City and Consultant desire to extend the contract term by 24 months.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

1. PARAGRAPH 3.2 “Agreement Administrator” is amended to incorporate the name of the current Interim Director of Finance, Kenneth Louie.
2. PARAGRAPH 3.4 “Commencement Date” is amended to read: “November 1, 2021”.
3. PARAGRAPH 3.5 “Termination Date” is amended to read: “October, 31, 2023”
4. EXHIBIT B –COMPENSATION Paragraph 1.1 Compensation shall now read:
 - 1.1. Compensation - HdL's compensation for performing Operations Management Services related to business license is a fee of \$15.30 per new registration or processed account. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.
 - 1.2. CPI Adjustments - Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the

actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

5. PROVISIONS OF AGREEMENT. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

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

“CITY”
City of South Pasadena

“Consultant”
HdL Software, LLC.

By: _____
Signature

By: _____
Signature

Printed: Arminé Chaparyan

Printed: Robert Gray

Title: City Manager

Title: CIO

Date: _____

Date: _____

Attest:

By: _____
Tameka Cook,
City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

ATTACHMENT 2
HdL Agreement (Original)

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena / HdL Software)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Craig Koehler, Finance Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Commencement Date”: November 1, 2018.
- 3.5. “Termination Date”: October 31, 2021.

4. TERM

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

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.4. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant’s performance of such work.

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

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or

transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, and the amount due for the invoice.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

Proprietary Information of Consultant. The term “proprietary information” means any information that relates to Consultant’s computer or data processing programs; data processing applications, routines, subroutines, techniques or systems; or business processes. City shall hold in confidence and shall not disclose to any other party any of Consultant’s proprietary information in connection with this Agreement, or otherwise learned or obtained by City in connection with this Agreement, unless disclosure is required under federal or state law, including without limitation the Freedom of Information Act or the Public Records Request Act. Consultant shall retain ownership and rights to all proprietary information. The obligations imposed by this Section shall survive any expiration or termination of this Agreement.

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

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

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

12. INSURANCE

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

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

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate

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

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

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

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

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

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

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

required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Mariam Lee Ko, Human Resources Manager and Interim Finance Director, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

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

If to City

Craigh Koehler, Finance Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Attn: Contracts
HdL Software
120 S. State College Blvd, Suite 200
Brea, CA 92821
Telephone: 714-879-5000

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on ten calendar days' written notice to Consultant. Consultant agrees to cease all work under this

Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or

provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

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

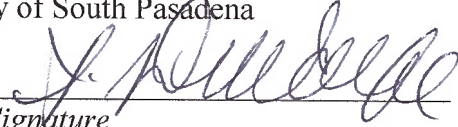
related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies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

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

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

“City”

City of South Pasadena

By: 
Signature

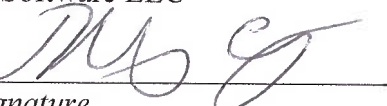
Printed: STEPHANIE DEWOLFE

Title: CITY MANAGER

Date: 11/07/2018

“Consultant”

HdL Software LLC

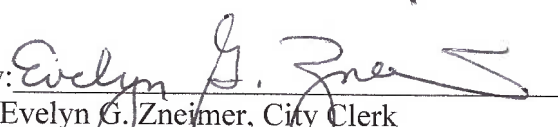
By: 
Signature

Printed: Robert Gray

Title: President

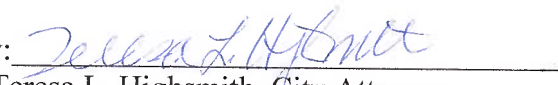
Date: 11-6-2018

Attest:

By: 
Evelyn G. Zneimer, City Clerk

Date: 11/07/2018

Approved as to form:

By: 
Teresa L. Highsmith, City Attorney

Date: 11/07/2018

EXHIBIT A - SCOPE OF SERVICES

BUSINESS LICENSE TAX ADMINISTRATION SERVICES

1. Business Tax Operations Management

- 1.1. **Tax Registration Database Management** – HdL will transfer the City’s existing databases as they relate to business license into HdL’s internal administration tools. HdL will maintain the data and provide copies of data or reports at the City’s request. City will not be required to use or maintain any software in house for managing the business license registry.
- 1.2. **Renewal Processing** – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.
- 1.3. **New Account Processing** – HdL will process any new business license applications within two to three business days.
- 1.4. **Payment Posting/Processing** – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees by the 15th of the month following the Licensee’s date of payment.
- 1.5. **Business Support Center** – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to HdL’s license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.
- 1.6. **On-Line Filing & Payment Processing** – HdL will make available options for businesses to visit a website, linked to the City’s website, to submit online filing and payment transactions.

2. Local Tax Compliance Services – HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. All compliance services will be performed by HdL as requested by the City.

- 2.1. **Discovery** – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.
 - 2.1.1. **Lead Identification** – Develop a list of entities subject to licensure/taxation within the City.
 - 2.1.2. **Exception Resolution** – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.
 - 2.1.3. **Compliance Communication Process** – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.
 - 2.1.4. **Document Submission / Processing** – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite

or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

- 2.1.5. **Invoicing** – Once an application has been approved, HdL shall invoice the entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.
- 2.1.6. **Remittance** – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL’s fees in accordance with Section 1.4.
- 2.2. **Audit** – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Formal audits will only be performed as requested by the City. Services to be performed may include:
 - 2.2.1. Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.
 - 2.2.2. Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.
 - 2.2.3. Submit audit summaries to City staff and meet with staff to review and discuss further actions.
 - 2.2.4. Educate businesses on proper reporting practices.
 - 2.2.5. Invoice and collect identified deficiencies.
- 2.3. **City’s responsibilities**
 - 2.3.1. **Data** – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL’s invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL’s right to invoice for services rendered continues.
 - 2.3.2. City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

EXHIBIT B - COMPENSATION

For performing and completing services pursuant to Exhibit "A" Scope of Services, Consultant shall be compensated by City for its services as follows.

1. Business Tax Operations Management Services

- 1.1. **Compensation** - HdL's compensation for performing Operations Management Services related to business license is a fee of \$14 per new registration or processed account for the first year of service, \$15 for the second year of service, and then increased by the CPI Adjustment for each year thereafter. City will be invoiced monthly or quarterly for activity during the prior period. For the purpose of compensation calculation, processed account means any account for which renewals/returns are processed or which were sent a renewal notice.
- 1.2. **CPI Adjustment** – Fees for Operations Management Services are adjusted at the beginning of each fiscal year by the calendar year change in the Consumer Price Index – All Urban Consumers, Los Angeles region, as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).
- 1.3. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

2. Local Tax Compliance Services

- 2.1. **Discovery** – HdL's fee for performing discovery services shall be a contingency fee of 35% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
 - 2.1.1. **City Discovery Discount** – HdL's fee for following up on accounts that are identified and confirmed as non-compliant by the City shall be a contingency fee of 25% of the revenues received as a result of the service. This fee also applies to delinquent business license tax accounts referred by the City as failing to make payment or properly renew an existing license.
- 2.2. **Audit** – HdL's fee for performing Audit services shall be a contingency fee of 40% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 2.3. **Collection** – HdL's fee for performing collections services shall be a contingency fee of 25% of the revenues received as a result of the service. This fee applies to monies received for the current tax/license period and any other prior period collected, including monies received for taxes, penalties, interest, and fees.
- 2.4. **Option to waive tax recovery** – City may, at its discretion, elect to waive or reduce the tax recovery for a business. Should the City elect to waive all or a portion of the deficiency identified by HdL, HdL shall be entitled to compensation in the amount of one half (1/2) of the compensation HdL would have otherwise earned on the waived/reduced amount. Deficiencies which are uncollectable due to insolvency or dissolution of the customer, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations or other legal defense) shall not be considered a voluntary election to waive by the City, and thus HdL would not be entitled to compensation for these amounts.

2.5. **Travel Expenses** – Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.

3. **Payment**

HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

1. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

- 1.1. Software License. If access to any HdL software systems are provided to City as part of this Agreement, HdL hereby provides a license to the City to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.
 - 1.2. Agency Data. HdL acknowledges that the data provided by the City ("Agency Data") during the course of this Agreement is the property of the City. City authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the City in a format acceptable to both the City and HdL.
 - 1.3. Consultant Proprietary Information. As used herein, the term "proprietary information" means any information which relates to Consultant's software systems, audit processes or related services, techniques, or general business processes. City shall hold in confidence and shall not disclose to any other party any Consultant proprietary information in connection with this Agreement, or otherwise learned or obtained from the Consultant in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.
2. **OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at HdL's hourly rates in effect at the time service is requested. HdL will provide City a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, HdL's standard hourly rates range between \$75 and \$275 per hour.
 3. **MISCELLANEOUS EXPENSES.** HdL will notify the City of any miscellaneous expenses and request authorization to proceed. HdL will not be reimbursed for any miscellaneous expenses unless authorized by the City. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.
 4. **PRICING ADJUSTMENTS.** All pricing listed in this Agreement will be honored during initial implementation of the services. Any additional/optional services needed after services are active will be provided using the pricing currently established at the time the service is requested.
 5. **LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and HdL shall include any direct costs as a City reimbursable expense with the next invoice.



City Council Agenda Report

ITEM NO. 10

DATE: January 19, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager

SUBJECT: **Adoption of a Resolution Authorizing Signatories on City Banking Accounts and Related Banking Documents**

Recommendation

It is recommended that the City Council adopt:

1. A resolution superseding Resolution No.7698, Authorizing Signatures on City Bank Accounts; and
2. A resolution superseding Resolution No.7699, Authorizing Signatures on the City's Local Agency Investment Fund (LAIF) Account

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City Council previously updated the resolution for signature on City bank accounts on February 3, 2021 and the LAIF account on February 3, 2021. Resolution No. 7698 and 7699. The new resolutions will update the signatory authorities to reflect the current Mayor, City Treasurer, and City Staffs. The bank requires action from the City Council documenting approval of these changes.

Discussion/Analysis

By adopting the attached resolution, that supersedes all prior resolutions, Mayor Michael Cacciotti will have signatory authority on the City of South Pasadena's (City) bank accounts and related banking documentation.

Fiscal Impact

The adoption of the updated resolution will update the authority to ensure accurate personnel have authorization.

Public Notification of Agenda Item

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

Attachments:

1. Resolution Superseding Resolution No.7698, Authorizing Signatures on City Bank Accounts
2. Resolution Superseding Resolution No.7699, Authorizing Signatures on the City LAIF Account

ATTACHMENT 1
Resolution Superseding Resolution No.7698,
Authorizing Signatures on City Bank Accounts

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7698, AUTHORIZING
SIGNATURES ON CITY BANK ACCOUNTS**

WHEREAS, the City Council or its designee has the authority to manage the City of South Pasadena's (City) bank accounts.

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

SECTION 1. To authorize Michael Cacciotti, Mayor, effective January 19, 2022, as a signatory on all City of South Pasadena bank accounts and related documentation.

SECTION 2. The use of the facsimile signature of Michael Cacciotti is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 3. To authorize Gary E. Pia, City Treasurer, effective January 19, 2022, as a signatory on all City bank accounts and related documentation.

SECTION 4. The use of the facsimile signature of Gary E. Pia, City Treasurer, is hereby authorized and said bank is hereby authorized to honor and pay any and all checks and drafts so signed provided said checks and drafts are countersigned by one other signatory.

SECTION 5. To authorize Management Services Director Lucy Demirjian, Accounting Manager Armine Trashian, and Finance Manager Albert Trinh as signatories on all City of South Pasadena bank accounts and related documentation.

SECTION 6. This resolution shall become effective immediately upon its adoption.

SECTION 7. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 19th day of January, 2022.

Michael Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Tameka Cook, Chief City Clerk
(seal)

Andrew Jared, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of January, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Tameka Cook, Chief City Clerk
(seal)

ATTACHMENT 2
Resolution Superseding Resolution No.7699,
Authorizing Signatures on the City LAIF Account

RESOLUTION NO. XXXX

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
SUPERSEDING RESOLUTION NO. 7699,
AUTHORIZING INVESTMENT OF MONIES IN THE
LOCAL AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to California Government Code, Chapter 730 of the statutes of 1976 Section 16429.1 was added to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of South Pasadena does hereby find that the deposit and withdrawal of money of the Local Agency Investment Fund in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein as in the best interests of the City of South Pasadena.

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

SECTION 1. the City Council does hereby authorize the deposit and withdrawal of the City of South Pasadena monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Government Code Section 16429.1 for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

SECTION 2. the following City of South Pasadena Officers or their successors in Office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

City Treasurer	Gary E. Pia
Management Services Director	Lucy Demirjian

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 19th day of January, 2022.

Michael Cacciotti, Mayor

ATTEST:

APPROVED AS TO FORM:

Tameka Cook, Chief City Clerk
(seal)

Andrew Jared, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of January 2022, by the following vote:

AYES:

NOES:

ABSENT: None

ABSTAINED: None

Tameka Cook, Chief City Clerk
(seal)



City Council Agenda Report

ITEM NO. 11

DATE: January 19, 2022
FROM: Arminé Chaparyan, City Manager *AC*
PREPARED BY: Ken Louie, Interim Finance Director
Albert Trinh, Finance Manager
SUBJECT: **Monthly Investment Report for November 2021**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Report for November 2021.

Commission Review and Recommendation

N/A

Executive Summary

The Monthly Investment Report provides a detailed report of the City's investments in various bonds and the Local Agency Investment Fund (LAIF). The report provides assurance that the City is in compliance with California Code Section 53646, whereby the investment liquidity meets the City's expenditure requirements for the next six months.

Discussion/Analysis

The City's investments held at Zions Bank have been stable compared to the prior month when the market value decreased by \$9,023.

Background

As required by law, a monthly investment report, including water bond funds, is presented to the City Council disclosing investment activities, types of investments, dates of maturities, amounts of deposits, rates of interest, and securities with a maturity of more than 12 months at current market values.

The reports reflect all investments at the above-referenced date and are in conformity with the City Investment Policy as stated in Resolution No. 7635. A copy of the Resolution is available at the City Clerk's Office.

Fiscal Impact

The investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Public Notification of Agenda Item

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

Attachment:

1. City Investment Report for November 2021

ATTACHMENT 1
City Investment Reports for November 2021

Exhibit A

City of South Pasadena
INVESTMENT REPORT
November 30, 2021

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	CURRENT YIELD	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
			158294		
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	0.203%	63.08%	30,042,121.88	30,042,121.88
SUBTOTAL			63.08%	30,042,121.88	30,042,121.88
ZIONS BANK					
Corporate Bonds	See Exhibit B-1	2.64%	10.74%	5,116,451.44	5,083,686.40
Government Agency Securities	See Exhibit B-1	2.76%	0.80%	379,434.75	390,823.75
US Treasury Notes & Bonds	See Exhibit B-1	1.16%	25.38%	12,088,501.78	12,122,300.56
SUBTOTAL			26.18%	17,584,387.97	17,596,810.71
TOTAL INVESTMENTS			89.26%	\$47,626,509.85	\$47,638,932.59

BANK ACCOUNTS:

Bank of the West Account Balance:	\$5,314,742.46
Zions Bank Uninvested Cash Balance ¹ :	\$90,076.95
Zions Bank Unsettled Transactions ¹	-
BNY Mellon Uninvested Cash Balance ²	158,305.67

Footnotes:

¹ The Zions Bank Uninvested Cash Balance and Unsettled Transactions are separate from the investment portion. The sum of the three Zions Bank balance totals to the balance reflected on the provided statement.

² The BNY Mellon Uninvested Cash Balance is information-only as it is funds intended for 2016 Water Revenue Bond.

Required Disclosures:

Average weighted maturity of the portfolio	<u>350</u> DAYS
Average weighted total yield to maturity of the portfolio	<u>0.728%</u>
Projected Expenditures for the next 6 months:	
Projected with Prior Year Same Period:	\$ 19,169,345
Projected with FY 2022 Adopted Budget:	\$ 29,986,130

* Current market valuation is required for investments with maturities of more than twelve months.

In compliance with the California Code Section 53646, as the City Treasurer of the City of South Pasadena, I hereby certify that sufficient investment liquidity to meet the City's expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.

I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Gary Pia, City Treasurer

01/07/2022

Date

ZIONS BANK®

Statement of Account

November 1, 2021 Through November 30, 2021

South Pasadena Custody

Account Number : [REDACTED]

**City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030**

[REDACTED]
[REDACTED]

[REDACTED]

Cash Reconciliation

	Income	Principal
<i>Opening Balance November 1, 2021</i>	\$ 270,826.63	\$ -270,826.63
<i>Receipts</i>		
Sales	0.00	1,315,559.94
Interest	53,241.01	0.00
Dividends	0.74	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
<i>Total Receipts</i>	53,241.75	1,315,559.94
<i>Disbursements</i>		
Purchases	0.00	-1,331,048.40
Fees	0.00	0.00
Other Disbursements	0.00	-1,458.84
Transfers	0.00	0.00
<i>Total Disbursements</i>	0.00	-1,332,507.24
<i>Net Cash Management</i>	0.00	-36,294.45
<i>Closing Balance November 30, 2021</i>	\$ 324,068.38	\$ -324,068.38

Portfolio Summary

November 30, 2021	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.51%	90,076.95	9.01	0.01%
Fixed Income	99.49%	17,596,810.71	285,882.25	1.62%
<i>Total Portfolio</i>	100.00 %	17,686,887.66	285,891.26	1.62%
<i>Accrued Income</i>		59,947.37		
<i>Total Market Value</i>		17,746,835.03		

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
<u>Money Market Funds - Taxable</u>									
90,076.95	Fidelity Gov Port III FCGXX		90,076.95	1.00	90,076.95	9.01	0.01%	1.11	
90,076.95	** Sub Totals **		90,076.95		90,076.95	9.01	0.01%	1.11	
<u>Corporate Bonds (30/360)</u>									
172,000	American Express Cr Corp	2.700%	03/03/2022	173,464.69	100.38	172,653.73	4,644.00	2.69%	1,128.57
86,000	Burlington Northn Santa Fe	3.050%	03/15/2022	87,215.02	100.09	86,079.70	2,623.00	3.05%	549.51
170,000	Apple Inc	2.700%	05/13/2022	171,786.97	101.07	171,817.24	4,590.00	2.67%	217.96
170,000	Bristol-Myers Squ bb Co	2.000%	08/01/2022	170,502.37	101.06	171,798.03	3,400.00	1.98%	1,130.17
167,000	Lockheed Martin Corp	3.100%	01/15/2023	173,677.68	102.43	171,064.19	5,177.00	3.03%	1,952.22
168,000	Bank of New York Mellon	2.950%	01/29/2023	166,503.12	102.56	172,304.72	4,956.00	2.88%	1,675.07
125,000	Amazon Com Inc	2.400%	02/22/2023	123,210.00	102.12	127,652.73	3,000.00	2.35%	821.23
163,000	General Dynamics Corp	3.375%	05/15/2023	164,599.95	103.87	169,310.08	5,501.25	3.25%	230.50
84,000	Cisco Systems Inc	2.200%	09/20/2023	81,882.36	102.84	86,386.20	1,848.00	2.14%	361.34
165,000	Deere John Capital Corp	3.650%	10/12/2023	169,418.28	105.57	174,198.36	6,022.50	3.46%	807.49
160,000	State Street Corp	3.700%	11/20/2023	171,652.92	105.82	169,307.76	5,920.00	3.50%	165.36
160,000	Caterpillar Finl Svcs	3.750%	11/24/2023	171,264.18	105.75	169,206.82	6,000.00	3.55%	100.56
203,000	Truist Finl Corp	3.750%	12/06/2023	212,010.71	105.66	214,488.64	7,612.50	3.55%	3,699.93
80,000	MetLife Inc	3.600%	04/10/2024	84,162.84	105.99	84,793.87	2,880.00	3.40%	402.23
163,000	Comcast Corp New	3.700%	04/15/2024	174,127.48	106.09	172,934.68	6,031.00	3.49%	758.09
166,000	Texas Instrs Inc	2.625%	05/15/2024	169,439.74	103.93	172,524.12	4,357.50	2.53%	182.58
84,000	Paccar Financial Corp	2.150%	08/15/2024	88,918.20	102.48	86,080.73	1,806.00	2.10%	529.69
206,000	Unitedhealth Group Inc	2.375%	08/15/2024	219,958.43	103.78	213,780.54	4,892.50	2.29%	1,434.95
84,000	United Parcel Svcs Inc	2.200%	09/01/2024	85,232.61	102.90	86,437.88	1,848.00	2.14%	459.42
172,000	Coca Cola Co	1.750%	09/06/2024	176,934.68	101.97	175,391.41	3,010.00	1.72%	706.26
211,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	215,979.57	103.36	218,080.95	4,642.00	2.13%	376.03
166,000	Pepsico Inc	2.250%	03/19/2025	177,664.82	103.30	171,474.04	3,735.00	2.18%	740.74
169,000	Target Corp	2.250%	04/15/2025	178,401.47	103.14	174,314.74	3,802.50	2.18%	477.97
173,000	US Bancorp	1.450%	05/12/2025	178,575.79	100.79	174,358.57	2,508.50	1.44%	126.13

Holdings

Shares / PV	Asset Description		Cost	Price	Market Est	Ann Inc	Yield	Acc Income	
280,000	JPMorgan CHASE & CO	3.900%	07/15/2025	308,506.80	108.07	302,607.31	10,920.00	3.61%	4,117.88
195,000	Bank Of America Corp	3.875%	08/01/2025	221,628.03	108.75	212,061.78	7,556.25	3.56%	2,511.71
158,000	Home Depot Inc	3.350%	09/15/2025	177,930.91	107.29	169,516.77	5,293.00	3.12%	1,108.87
87,000	Prudential Finl Inc	1.500%	03/10/2026	88,725.21	100.36	87,315.96	1,305.00	1.49%	291.62
178,000	Procter & Gamble Co	1.000%	04/23/2026	177,521.18	99.09	176,383.43	1,780.00	1.01%	183.97
178,000	Schwab Charles Corp	1.150%	05/13/2026	178,776.08	98.93	176,099.07	2,047.00	1.16%	97.20
165,000	Intel Corp	2.600%	05/19/2026	176,779.35	105.01	173,262.35	4,290.00	2.48%	131.82
4,908,000	** Sub Totals **			5,116,451.44		5,083,686.40	133,998.50	2.64%	27,477.07
	<u>Government Agency Securities</u>								
375,000	Federal Natl Mtg Assn	2.875%	09/12/2023	379,434.75	104.22	390,823.75	10,781.25	2.76%	2,348.99
375,000	** Sub Totals **			379,434.75		390,823.75	10,781.25	2.76%	2,348.99
	<u>U.S. Treasury Notes & Bonds</u>								
532,000	United States Treas Nts	1.625%	12/31/2021	532,783.05	100.12	532,643.72	8,645.00	1.62%	3,594.25
885,000	U S Treasury Notes	1.750%	07/15/2022	888,242.61	101.00	893,850.00	15,487.50	1.73%	5,807.81
828,000	US Treasury Nts	1.750%	01/31/2023	829,574.18	101.70	842,101.67	14,490.00	1.72%	4,803.75
956,000	US Treasury Note	1.375%	06/30/2023	956,287.01	101.55	970,788.36	13,145.00	1.35%	5,465.18
534,000	U S Treasury Notes	0.250%	09/30/2023	532,185.47	99.61	531,893.37	1,335.00	0.25%	223.72
755,000	U S Treasury Notes	2.875%	11/30/2023	781,535.95	104.66	790,213.96	21,706.25	2.75%	0.00
719,000	U.S. Treasury Notes	2.125%	03/31/2024	713,017.92	103.42	743,603.46	15,278.75	2.05%	2,560.45
1,020,000	US Treasury N/B	2.000%	04/30/2024	1,029,538.00	103.19	1,052,512.50	20,400.00	1.94%	1,690.61
980,000	U S Treasury Notes	0.625%	10/15/2024	976,592.54	99.55	975,559.62	6,125.00	0.63%	774.04
894,000	U S Treasury Notes	0.500%	03/31/2025	896,517.16	98.66	882,022.19	4,470.00	0.51%	749.09
850,000	U S Treasury Notes	0.250%	06/30/2025	834,328.55	97.48	828,584.25	2,125.00	0.26%	883.49
750,000	U S Treasury Notes	0.375%	11/30/2025	732,333.75	97.34	730,019.25	2,812.50	0.39%	0.00
772,000	United States Treas Nts	0.375%	01/31/2026	766,394.94	97.13	749,835.11	2,895.00	0.39%	959.76
725,000	U S Treasury Notes	0.750%	03/31/2026	721,912.95	98.55	714,493.30	5,437.50	0.76%	911.23
900,000	U S Treasury Notes	0.750%	08/31/2026	897,257.70	98.24	884,179.80	6,750.00	0.76%	1,696.82
12,100,000	** Sub Totals **			12,088,501.78		12,122,300.56	141,102.50	1.16%	30,120.20

Holdings

Shares / PV	Asset Description	Cost	Price	Market Est	Ann Inc	Yield	Acc Income
17,473,076.95	** Grand Totals **	17,674,464.92		17,686,887.66	285,891.26	1.62%	59,947.37

Cash Summary

<i>Principal Cash</i>	-324,068.38
<i>Income Cash</i>	324,068.38
<i>Invested Income</i>	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	<i>Starting Balances</i>	\$ 270,826.63	\$ -270,826.63	\$ 17,972,517.71
	<u>Interest</u>			
11/01/2021	Interest	2,321.00		
	PNC Finl Svcs Group Inc 2.2000% 11/01/24			
11/01/2021	Interest	9,660.00		
	U S Treasury Notes 2.0000% 10/31/21			
11/01/2021	Interest	10,200.00		
	US Treasury N/B 2.0000% 04/30/24			
11/03/2021	Purchase Accrued Interest	-319.71		
	U S Treasury Notes 0.6250% 10/15/24			
11/12/2021	Interest	1,336.44		
	Chevron Corporation 1.5540% 05/11/25			
11/12/2021	Interest	1,254.25		
	US Bancorp 1.4500% 05/12/25			
11/12/2021	Purchase Accrued Interest	-93.94		
	Procter & Gamble Co 1.0000% 04/23/26			
11/12/2021	Accrued Interest Received	815.12		
	Exxon Mobil Corp 2.0190% 08/16/24			
11/12/2021	Accrued Interest Received	7.42		
	Chevron Corporation 1.5540% 05/11/25			
11/12/2021	Purchase Accrued Interest	-551.83		
	Coca Cola Co 1.7500% 09/06/24			
11/15/2021	Interest	2,295.00		
	Apple Inc 2.7000% 05/13/22			
11/15/2021	Interest	2,750.63		
	General Dynamics Corp 3.3750% 05/15/23			
11/15/2021	Interest	2,178.75		
	Texas Instrs Inc 2.6250% 05/15/24			
11/15/2021	Interest	1,023.50		
	Schwab Charles Corp 1.1500% 05/13/26			
11/19/2021	Interest	2,145.00		
	Intel Corp 2.6000% 05/19/26			
11/22/2021	Interest	2,960.00		
	State Street Corp 3.7000% 11/20/23			
11/24/2021	Interest	3,000.00		

Account Transactions

Date	Description	Income	Principal	Carrying Value
11/30/2021	Caterpillar Finl Svcs 3.7500% 11/24/23 Interest	10,853.13		
11/30/2021	U S Treasury Notes 2.8750% 11/30/23 Interest	1,406.25		
	U S Treasury Notes 0.3750% 11/30/25			
	Sub Total	53,241.01	0.00	0.00
	<u>Dividends</u>			
11/01/2021	Dividend Fidelity Gov Port III FCGXX Interest From 10/01/2021 To 10/31/2021	0.74		
	Sub Total	0.74	0.00	0.00
	<u>Buys</u>			
11/03/2021	Buy U S Treasury Notes 0.6250% 10/15/24 980000 Par Val @ \$99.6523		-976,592.54	976,592.54
11/12/2021	Buy Procter & Gamble Co 1.0000% 04/23/26 178000 Par Val @ \$99.731		-177,521.18	177,521.18
11/12/2021	Buy Coca Cola Co 1.7500% 09/06/24 172000 Par Val @ \$102.869		-176,934.68	176,934.68
	Sub Total	0.00	-1,331,048.40	1,331,048.40
	<u>Sells</u>			
11/01/2021	Maturity U S Treasury Notes 2.0000% 10/31/21 966000 PV @ \$ 100.00 Cost Basis Removed \$968,711.16 Short Term Gain/Loss : \$-138.67 Long Term Gain/Loss : \$-2,572.49		966,000.00	-980,180.40
11/12/2021	Sell Exxon Mobil Corp 2.0190% 08/16/24 Sold 169000 Par Val @ \$103.342 Cost Basis Removed \$176,853.43		174,647.98	-176,853.43

Account Transactions

Date	Description	Income	Principal	Carrying Value
11/12/2021	Short Term Gain/Loss : \$-2,205.45 Sell Chevron Corporation 1.5540% 05/11/25 Sold 172000 Par Val @ \$101.693 Cost Basis Removed \$178,135.52 Long Term Gain/Loss : \$-3,223.56		174,911.96	-177,896.74
	Sub Total	0.00	1,315,559.94	-1,334,930.57
	<u>Disbursements</u>			
11/15/2021	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec 9 Custody Agmt Inv#10823021315 dtd 11-11-21 Acct#255-138705		-1,458.84	
	Sub Total	0.00	-1,458.84	0.00
	<u>Cash Management</u>			
11/01/2021	Sweep - Buy Fidelity Gov Port III FCGXX 988181.74 Par Val @ \$1.00		-988,181.74	988,181.74
11/03/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 976912.25 Par Val @ \$1.00		976,912.25	-976,912.25
11/12/2021	Sweep - Sell Fidelity Gov Port III FCGXX Sold 2128.46 Par Val @ \$1.00		2,128.46	-2,128.46
11/15/2021	Sweep - Buy Fidelity Gov Port III FCGXX 6789.04 Par Val @ \$1.00		-6,789.04	6,789.04
11/19/2021	Sweep - Buy Fidelity Gov Port III FCGXX 2145 Par Val @ \$1.00		-2,145.00	2,145.00
11/22/2021	Sweep - Buy Fidelity Gov Port III FCGXX 2960 Par Val @ \$1.00		-2,960.00	2,960.00
11/24/2021	Sweep - Buy Fidelity Gov Port III FCGXX		-3,000.00	3,000.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
11/30/2021	3000 Par Val @ \$1.00 Sweep - Buy Fidelity Gov Port III FCGXX 12259.38 Par Val @ \$1.00		-12,259.38	12,259.38
		Sub Total	-36,294.45	36,294.45
	Ending Balances	\$ 324,068.38	\$ -324,068.38	\$ 18,004,929.99

**Corporate Trust Services provided by Zions Bancorporation, N.A.
Statement Disclosures & Other Important Information**

Please review your statement promptly and report any discrepancies immediately to your account administrator listed on the first page.

Market value information (including accrued income) furnished herein has been obtained from sources that Zions Bancorporation, N.A. believes to be reliable. Zions Bancorporation, N.A. makes no representation, warranty or guarantee, express or implied, that any quoted value necessarily reflects the proceeds that may be received on the sale of a security or asset. Securities and asset prices may vary from actual liquidation value and should only be used as general guide to portfolio value. Prices are received from various pricing services. However, pricing services are sometimes unable to provide timely information. Where pricing sources are not readily available, particularly on certain debt securities, estimated prices may be generated by a matrix system taking various factors into consideration.

Securities, including mutual funds, are not bank deposits and are not FDIC insured, nor are they obligations of or guaranteed by Zions Bancorporation, N.A., its affiliates or of any federal or state government or government sponsored agency. Securities, including mutual funds, involve investment risks, including the possible loss of the principal amount invested.

Exhibit B-2

**Funds and Investments
Held by Contracted (Third) Parties
November 30, 2021**

2016 Water Revenue Bonds

Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
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BNY Mellon Project Fund

1	Cash		0.46	0.010%	0.46	0.010%		1	
2	Morgan Stanley Treasury Portfolio		158,305.21	0.250%	158,291.81	0.250%		1	
Subtotal Cash & Cash Equivalents		0.41%	158,305.67	0.250%	158,292.27	0.250%		1	
Total Project Fund			158,305.67	0.250%	158,292.27	0.250%		1	

Exhibit C

**November 30, 2021
Investment Report**

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
JULY	14,003,563	17,332,153	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730
AUGUST	13,043,563	17,330,985	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874
SEPTEMBER	11,783,420	16,331,557	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612
OCTOBER	11,795,960	13,841,158	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956
NOVEMBER	11,800,260	13,836,635	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933
DECEMBER	11,805,140	16,837,192	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	
JANUARY	11,816,031	18,846,359	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	
FEBRUARY	13,818,580	18,845,663	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	
MARCH	13,319,038	13,145,894	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	
APRIL	17,327,604	13,153,853	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	
MAY	19,327,983	23,452,878	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	
JUNE	19,323,510	22,452,628	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	



City Council Agenda Report

ITEM NO. 12

DATE: January 19, 2022
FROM: Arminé Chapryan, City Manager *Ac*
PREPARED BY: Sheila Pautsch, Community Services Director
SUBJECT: Award of Professional Services Agreement with Pro Forma Advisors, LLC for Restaurant Consultant Services

Recommendation

It is recommended that the City Council:

1. Award a contract to Pro Forma Advisor, LLC for restaurant consultant services to assist in the business proforma, authoring of a request for proposals (RFP), RFP process, interviews, and evaluation process in acquiring a new operator for the Arroyo Seco Golf Course restaurant in the amount of \$19,770;
2. Appropriate \$19,770 from the Arroyo Seco Golf Course reserve account to account No. 295-8040-8043-8020-000; and
3. Authorize the City Manager to execute a professional services agreement with Pro Forma Advisors.

Commission Review and Recommendation

The Recreation Leased Facility Ad Hoc Committee (the Committee) reviewed this matter at the regular meeting on December 2, 2021, and interviewed bidders. The matter was discussed again at the regular meeting on January 6, 2022. The Committee recommends that the City Council approve the appropriation and contract for consultant services with Pro Forma Advisor, LLC (Pro Forma) for the Arroyo Seco Golf Course restaurant.

Discussion/Analysis

Due to the Committee and staff not being experts in the restaurant field, the Committee felt it best to bring in a restaurant consultant to assist with the process of obtaining proposals to operate a restaurant at a municipal golf course. A Request for Proposals (RFP) was publicized for such a consultant on September 24, 2021. Staff held a walkthrough of the restaurant on October 4, 2021, with only one consultant attending. The proposals were due on October 14, 2021. Three proposals were received: GFB, Pro Forma, and Fessel International Hospitality Consultants. The Committee reviewed the three proposals at its November 4, 2021 meeting. The Committee interviewed GFB and Pro Forma, on December 2. After the interviews, the Committee recommended that both consultants be retained. Further discussion at the regular meeting on January 2022, the Committee unanimously approved a recommendation to move forward only with Pro Forma.

The Committee selected Pro Forma for their overall experience to evaluate market support, project financial performance and participate in an RFP process to select a qualified operator of a golf course restaurant. One of their principal consulting practice areas focuses on providing the golf course market and financial services, including golf course-oriented food and beverage/clubhouse development and operations. Pro Forma has served over 70 California public agencies in a similar capacity over the past 20 years. Their budget for work culminating in a report and presentation to the Committee and City Council is \$19,770. Work will be billed at the rate of \$165 per hour.

Background

In April 2021, an ad hoc committee was formed consisting of two Natural Resources Environment Commissioners, Parks and Recreation Commissioners, Finance Commissioners, and City Council liaisons. The purpose of the ad hoc committee is to review all recreation leased Facilities, including the Arroyo Seco Golf Course, Arroyo Seco Racquet Club, San Pascual Stables, and the All-Star Batting Cages, and report to Council. The Committee recommended moving forward with the restaurant first.

Donovan Bros Golf, LLC, began a management agreement in 2010 with the City of South Pasadena for the Arroyo Seco Golf Course. Since 2010, there have been two amendments to the agreement terminating in June 2020. As of June 2020, the agreement has become a month-to-month agreement. Currently, the restaurant at the golf course is closed and has been closed since the beginning of the pandemic.

The Committee felt a restaurant consultant could guide them in an RFP process, possible future operations, and capital projects needed to attract a strong operator.

Legal Review

The City Attorney has reviewed this item.

Fiscal Impact

The contract total is \$19,770. There are sufficient funds in the Arroyo Seco Golf Course reserve fund to cover the cost. It is recommended that the City Council appropriate \$19,770 in Arroyo Seco Golf Course reserve funds to account number 295-8040-8043-8520-000.

Attachment: Consultant Services Contract – Pro Forma Advisors, LLC

ATTACHMENT 1
Consultant Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(City of South Pasadena /Pro Forma Advisors, LLC.)

1. IDENTIFICATION

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

2. RECITALS

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

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

3. DEFINITIONS

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

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

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Nineteen Thousand, Seven Hundred, and Seventy Dollars (\$19,770).
- 3.5. “Commencement Date”: December 16, 2021
- 3.6. “Termination Date”: Upon completion of the project

4. TERM

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

5. CONSULTANT’S DUTIES

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

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

6. SUBCONTRACTING

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

7. COMPENSATION

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

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

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

11. INDEMNIFICATION

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

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

12. INSURANCE

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

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

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

- Workers' Compensation:
 - Workers' Compensation
 - EL Each Accident
 - EL Disease - Policy Limit
 - EL Disease - Each Employee

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

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

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

Pasadena, Attn: Sheila Pautsch, Community Services Director, South Pasadena, CA 95945.

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

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

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

13. MUTUAL COOPERATION

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

14. NOTICES

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

If to City
Community Services Director
City of South Pasadena
815 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7362
Facsimile: (626) 403-7241

If to Consultant
Gene Krekorian
Pro Forma Advisors, LLC
727 Second Street, Suite 108
Hermosa Beach, CA 90254
Telephone (310) 616-5079

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

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

17. INTERPRETATION OF AGREEMENT

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

18. GENERAL PROVISIONS

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

agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

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

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

“City”
City of South Pasadena

“Consultant”
Pro Forma Advisors, LLC

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

By: _____
Tameka J. Cook, Chief City Clerk

Date: _____

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: _____

Exhibit A
Scope of Work

The Scope of work would require 8 – 12 weeks to complete. Final work product shall be due to the City and presentation made to the Ad Hoc Committee no later than 16 weeks after award of contract. The work shall be performed on a time and expenses basis with a maximum not-to-exceed budget of \$19,770.

1. Orientation
 - a. Meet with City representative and the AD Hoc Committee to review the project concept, define City objectives, review the scope of work and identify strategic issues
 - b. Inspect the Arroyo Seco Golf Course, clubhouse/restaurant, and support facilities
 - c. Review appropriate background materials
2. Review Background materials
 - a. Analyze golf course and clubhouse/restaurant historical performance in terms of utilization, revenue generation, seasonality, operating expenses, and other operating characteristics
 - b. Review existing or prior agreements for operation of the golf course, clubhouse/restaurant functions and miniature golf course
 - c. Review the “draft RFP” for soliciting a restaurant investor/operator
 - d. Identify and review and other pertinent documents such as capital improvement programs, mast plans, physical building assessments, environmental reports and the like.
3. Interview Local Restaurant Operators
 - a. Select 3-5 existing local restaurant operators familiar with Arroyo Seco
 - b. Conduct individual one on one interviews with each of the selected operators to elicit appropriate food and beverage concepts, operating formats and potential performance
 - c. Explore willingness of the private sector to invest in remodeling or constructing new improvements at the Arroyo Seco or potential joint venture structures.
4. Identify and Assess Relevant Restaurant Models
 - a. Identify a range of alternative golf course oriented food and beverage facilities in various regions of California, Limited service bar/grill operations, sports bar formats, special event venues and fine dining facilities would be identified and evaluated.
 - b. Characteristics of the various models would be documented
 - c. Factors contributing to the success/failure of the various models would be presented
 - d. The relationship with and/or impact on the golf course, driving range and miniature golf facilities would be identified

5. Formulate Restaurant Options for Arroyo Seco
 - a. Based on input from earlier tasks, formulate several restaurant products for Arroyo Seco
 - b. For each product, define target markets, facility needs, parking requirements, and operating characteristics
 - c. Prepare pro forma operating income for each option
 - d. Estimate development cost related to each option
 - e. Estimate supportable rent structure for each option
6. Preferred Arroyo Seco Restaurant Option
 - a. Working with the Ad Hoc Committee, determine the preferred option for the Arroyo Seco
 - b. Refine product characteristics, development costs, operating projections
7. RFP Process
 - a. Start with the “Draft RFP” prepared by the Ad Hoc Committee, coordinate the evaluation process
 - b. Identify potential proposes
 - c. Identify other outlets for RFP distribution
8. Assist with RFP Review Process
 - a. Working with City Staff and the Ad Hoc Committee, coordinate the evaluation process
 - b. Review proposals and provide input to the selection committee
 - c. Attend proposer interviews (Pro Forma Advisors would serve as a non-voting advisor tot eh selection panel)
 - d. Conduct due diligence evaluation of selected bidder(s)
9. Contract Preparation Assistance
 - a. Assist in negotiating the business terms of an agreement with the successful bidder
 - b. Work with the City Attorney to assist in the final contractual agreement

Proposed Maximum Budget			
	Task	Professional Hours*	Budget*
1	Orientation/Site Inspection	8	\$1,320
2	Review Background Materials	8	\$1,320
3	Interview Local Restaurant Operators	10	\$1,650
4	Relevant Rent or lease Models	20	\$3,300
5	Formulate Restaurant Options	8	\$1,320
6	Preferred Arroyo Seco Restaurant Option	8	\$1,320
7	RFP Process	20	\$3,300
8		20	\$3,300
9	Contract Preparation Assistance	8	\$1,320
10	Report Preparation/Presentation	8	\$1,320

	Subtotal – Professional Time	118	\$19,470
	Out-of-pocket Expenses		\$300
	Total		\$19,770

Work will be billed at the hourly rate of \$165. Only hours and expenses incurred shall be billed.

* Hours and budget provided for estimated time only and interim payment. Final hours and cost shall not exceed \$19,700.00.



City Council Agenda Report

ITEM NO. 13

DATE: January 19, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Lucy Demirjian, Management Services Director

SUBJECT: **Public Hearing to Receive Public Input Regarding Communities of Interest Related to Redistricting for South Pasadena City Council Districts**

Recommendation

It is recommended that the City Council:

1. Conduct a public hearing to receive additional public input regarding communities of interest; and
2. Provide direction on criteria to be considered while drafting district maps.

Background

The City commenced the redistricting process in September, 2021 with the assistance of a demographer, National Demographics Corporation, and communications consultant, Tripepi Smith. The City has conducted comprehensive outreach to engage community stakeholders. Efforts to date include:

- Dedicated webpage on redistricting with information on the process, schedule, and mapping tools.
- Social media, phone and email outreach promoting educational material on redistricting, including press releases, flyers and videos.
- Virtual community workshop about redistricting and communities of interest, held October 28, 2021, and recording made available on the City website.
- Direct contact with community-based organizations via phone to inform them of the redistricting process and how to get involved.
- Community survey encouraging residents to share their communities of interest through the City's redistricting website.
- Mailer sent to all South Pasadena residents on January 14, 2022 with information on the redistricting process and schedule

On November 17, 2021, the City Council held its first public meeting to receive a report on the redistricting process and permissible criteria to be considered to redraw district boundaries. Public input on communities of interest was also gathered during the meeting as well as an introduction to the City's website. Following the first public hearing, the City launched a survey asking residents to identify their communities of interest, which are communities that should remain intact in the redistricting process. Survey results and comments received throughout the

process will be posted to the City’s redistricting website. In addition, the online and paper mapping tools are now available for residents to draw their own maps for City Council to consider for adoption. Informational mailers were sent to residents early January to provide a brief explanation of the process, availability of mapping tools, and upcoming public meeting dates.

Summary

Every ten years, cities with by-district election systems must use new census data to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures all districts have nearly equal population. The redistricting process for the City of South Pasadena must be completed by April 17, 2021.

The City adopted its current district boundaries on October 4, 2017 (Ordinance No. 2318), changing from at-large to district-based elections with respect to electing members of the City Council. The City Council adopted a final District Elections map comprised of five districts. The districts must now be redrawn using the 2020 census data and in compliance with the FAIR MAPS Act, which was adopted by the California legislature as AB 849 and took effect January 1, 2020.

Under the Act, the district boundaries adopted by the City Council shall comply with following criteria in the listed order of priority (Elections Code 21601(c) for general law cities / 21621(c) for charter cities):

1. Substantially equal in population;
2. Geographically contiguous;
3. Undivided neighborhoods and “communities of interest;”
4. Easily identifiable boundaries; and
5. Compact (do not bypass one group of people to get to a more distant group of people)

Importantly, the adopted maps cannot favor or discriminate against a political party, incumbent, or political candidate.

Once the prioritized criteria are met, other traditional districting principles can be considered, such as:

1. Minimize the number of voters delayed from voting in 2022 to 2024;
2. Respect voters’ choices / continuity in office; and
3. Future population growth.

By law, the City must hold at least four public hearings that enable community members to provide input on the drawing of district maps:

- At least one hearing must occur before the City draws draft maps.
- At least two hearings must happen after the drawing of draft maps.
- The fourth hearing can happen either before or after the drawing of draft maps.

- City staff or consultants may hold a public workshop instead of one of the required public redistricting hearings.

To increase the accessibility of these hearings, the City must take the following steps:

- At least one hearing must occur on a Saturday, Sunday, or after 6 p.m. on a weekday.
- If a redistricting hearing is consolidated with another local government meeting, the redistricting hearing portion must begin at a pre-designated time.
- Local public redistricting hearings should be made accessible to people with disabilities.

The public hearing process consists of two phases: 1) phase one seeks public input regarding communities of interest and 2) phase two seeks public input regarding election district boundaries. During the entire process, City staff and the demographer will inform the public about the redistricting process and teach them how to use the mapping tools.

A “community of interest” under the relevant Elections Code for cities (Section 21601(c) / 21621(c)) is “a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.”

Possible features defining a community of interest might include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

Next Steps

Following tonight’s hearing, draft district maps will be posted to the City website and available at City Hall.

A virtual community workshop on the mapping tools is scheduled for January 31, 2022 at 6:00 p.m. via zoom. The link will be posted on the City’s website and social media accounts.

Maps submitted by February 18, 2022 will be included in the first review of draft maps during the 3rd Public Hearing, scheduled for March 2, 2022. The public may continue to submit maps until March 7 at noon, in order to allow for posting on the website 7 days prior to the 4th Public Hearing, scheduled for March 16, 2022. Public input on maps is encouraged throughout the process.

In March, Public Hearings #3 and #4 will be held to consider draft maps and consider adoption of a final district map in advance of the April 17, 2022 deadline. The adopted district map will be in effect for the next regular municipal election in November 2022.

Legal Review

The City Attorney's office has reviewed this item.

Fiscal Impact

The FY 2021-22 Budget includes funding for the demographic consultant, outreach and meeting facilitation services, and translation services in the Elections Account 101-1020-1022-8170.

Public Notification of Agenda Item

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

Attachments:

1. Powerpoint Presentation
2. Communiuty Survey Input (received to date)

Attachment 1
Presentation



City of South Pasadena

Redistricting Public Hearing

January 19, 2022

Ken Chawkins, Consultant
National Demographics Corporation

Outreach Overview

Outreach and public engagement efforts to date include:

- A virtual community workshop about redistricting and communities of interest
- Created a dedicated website for the redistricting process:
southpasadenaca.gov/redistricting
- An informational mailer sent to all South Pasadena residents on January 14, 2022 promoting the redistricting process and remaining schedule
- Social media, phone and email outreach promoting educational material on redistricting, including press releases and videos
 - Distributed flyers to encourage public participation at the October 28, 2021 workshop and tonight's public hearing
 - Contacted community-based organizations via phone to inform them of the redistricting process and how to get involved
 - Created a community survey encouraging residents to share their communities of interest through the City's redistricting website

Another virtual community workshop about redistricting and the mapping tools is scheduled for January 31, 2021 at 6:00 p.m.

Redistricting Process

Step	Description
October 28, 2021 Public Workshop	<ul style="list-style-type: none"> ID Neighborhoods and Communities of Interest Review process Overview of mapping tools
November 17, 2021 Public Hearing #1	<ul style="list-style-type: none"> Prior to release of Draft Maps ID Neighborhoods and Communities of Interest and Secondary areas Overview of process and mapping tools
January 19, 2022 Public Hearing #2	<ul style="list-style-type: none"> Prior to release of Draft Maps ID Neighborhoods and Communities of Interest and Secondary areas Overview of process and mapping tools
January 31, 2022 Public Workshop	<ul style="list-style-type: none"> Review process and Communities of Interest submissions Tutorial on mapping tools
February 19, 2022	<ul style="list-style-type: none"> Deadline to submit draft maps for initial consideration on March 2, 2022
March 2, 2022 Public Hearing #3	<ul style="list-style-type: none"> Review and refine maps Receive feedback from the public and City Council
March 7, 2022, by 12pm	<ul style="list-style-type: none"> Deadline to submit maps for consideration on March 16, 2022
March 16, 2022 Public Hearing #4	<ul style="list-style-type: none"> Review maps City Council adopts final map
April 17, 2022 Map Deadline	<ul style="list-style-type: none"> Council must adopt final map by this date

Redistricting Rules and Goals

1. Federal Laws

- **Equal Population**
- **Federal Voting Rights Act**
- **No Racial Gerrymandering**



2. California Criteria for Cities

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

3. Other Traditional Redistricting Principles

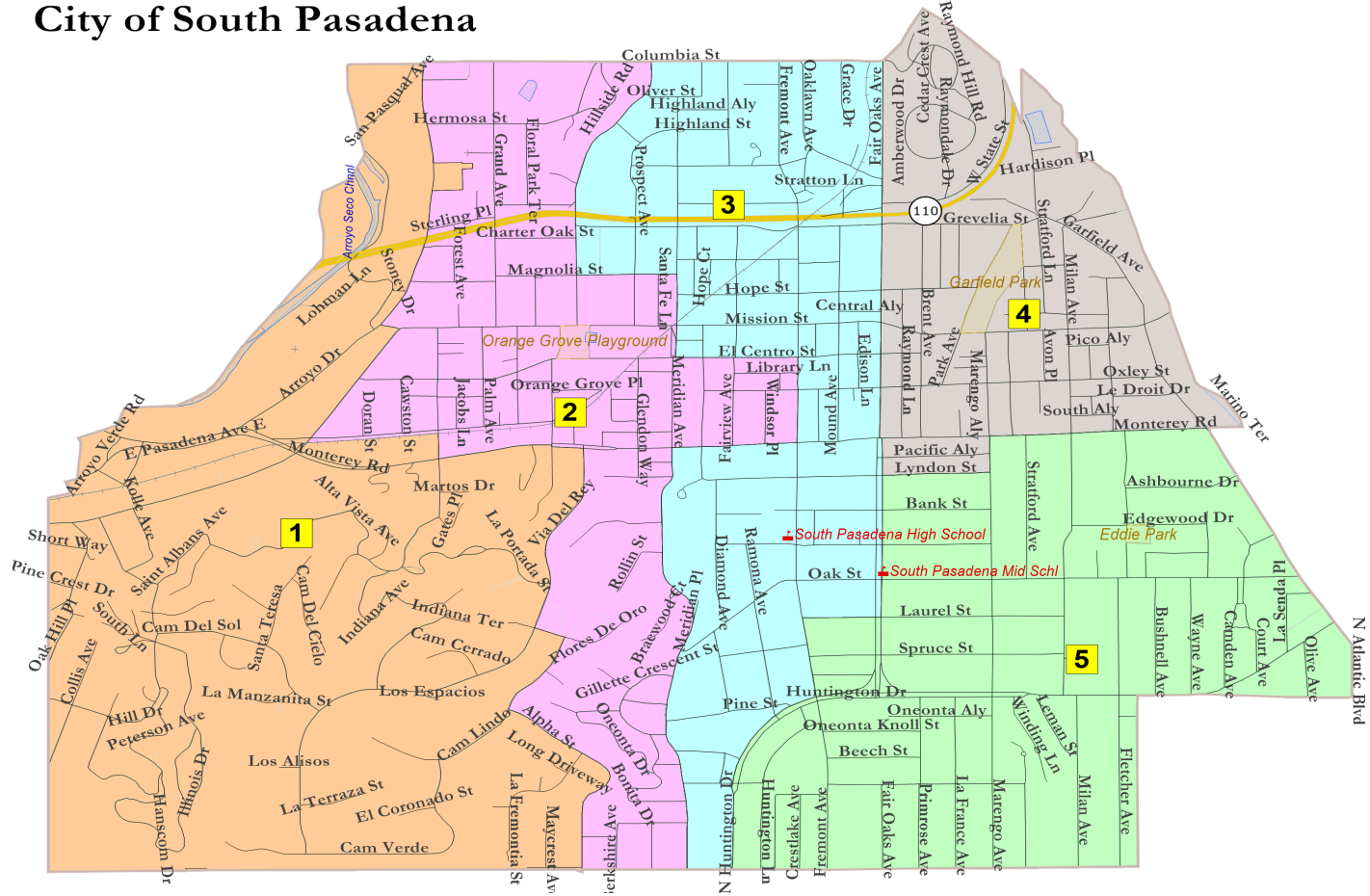
- **Minimize voters shifted to different election years**
- **Respect voters’ choices / continuity in office**
- **Future population growth**
- **Preserving the core of existing districts**

Prohibited: “Shall not favor or discriminate against a political party.”

South Pasadena Council

City of South Pasadena

- D1 – Zneimer
- D2 – Donovan
- D3 – Primuth
- D4 – Cacciotti
- D5 – Mahmud



South Pasadena – Council Demographics

District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	5,497	5,076	5,714	5,503	5,230	27,020
	Deviation from ideal	93	-328	310	99	-174	638
	% Deviation	1.72%	-6.07%	5.74%	1.83%	-3.22%	11.81%
2020 Total Pop	% Hisp	18%	20%	24%	22%	19%	21%
	% NH White	28%	40%	35%	38%	39%	36%
	% NH Black	3%	3%	3%	4%	-63%	3%
	% Asian-American	48%	34%	35%	33%	37%	38%
	Total	3,627	3,524	3,476	3,222	3,517	17,366
Citizen Voting Age Pop	% Hisp	18%	16%	19%	21%	18%	18%
	% NH White	37%	53%	51%	54%	56%	50%
	% NH Black	6%	3%	3%	6%	0%	4%
	% Asian/Pac.Isl.	39%	28%	27%	19%	26%	28%
	Total	3,698	3,431	3,600	3,269	3,819	17,817
Voter Registration (Nov 2020)	% Latino est.	15%	16%	22%	19%	15%	17%
	% Spanish-Surnamed	14%	15%	20%	18%	14%	16%
	% Asian-Surnamed	33%	19%	18%	15%	22%	22%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	46%	60%	57%	59%	62%	56%
	% NH Black	7%	3%	2%	6%	0%	4%
	Total	2,516	2,101	2,179	2,181	2,687	11,664
Voter Turnout (Nov 2018)	% Latino est.	14%	17%	22%	18%	14%	17%
	% Spanish-Surnamed	13%	16%	20%	16%	13%	16%
	% Asian-Surnamed	30%	16%	14%	13%	19%	19%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	49%	61%	59%	63%	66%	60%
	% NH Black	7%	3%	2%	6%	0%	4%
	Total	3,202	3,028	3,072	2,882	3,345	15,529
Voter Turnout (Nov 2020)	% Latino est.	14%	16%	21%	18%	15%	17%
	% Spanish-Surnamed	13%	15%	19%	17%	14%	16%
	% Asian-Surnamed	32%	19%	18%	15%	22%	21%
	% Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	% NH White est.	46%	60%	58%	60%	63%	57%
	% NH Black est.	7%	3%	2%	6%	0%	4%

Defining Neighborhoods

1st Question: What is your neighborhood?

2nd Question: What are its geographic boundaries?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks

In the absence of public testimony, planning records and other similar documents may provide definition.



Beyond Neighborhoods: Defining Communities of Interest

1st Question: What defines your community?

- Geographic Area, plus
- Shared issue or characteristic
 - Shared social or economic interest
 - Impacted by city policies
- Tell us “your community’s story”

2nd Question: Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?

- Or would it benefit more from having multiple representatives?

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Public Input Received: November 17, 2021 Public Hearing

- What was the logic of the maps drawn in 2017?
- Regional Housing Needs Allocation (RHNA) requires 18% increase in housing units in a certain areas. Can we use that projection as part of the process?
- COI/Neighborhoods:
 - Hillside community in SW of the City
 - “Altos” area
 - South of Huntington
- Should districts all have a portion of the commercial district?

Submissions edited for clarity and brevity

Public Input Received: Neighborhoods and Communities of Interest

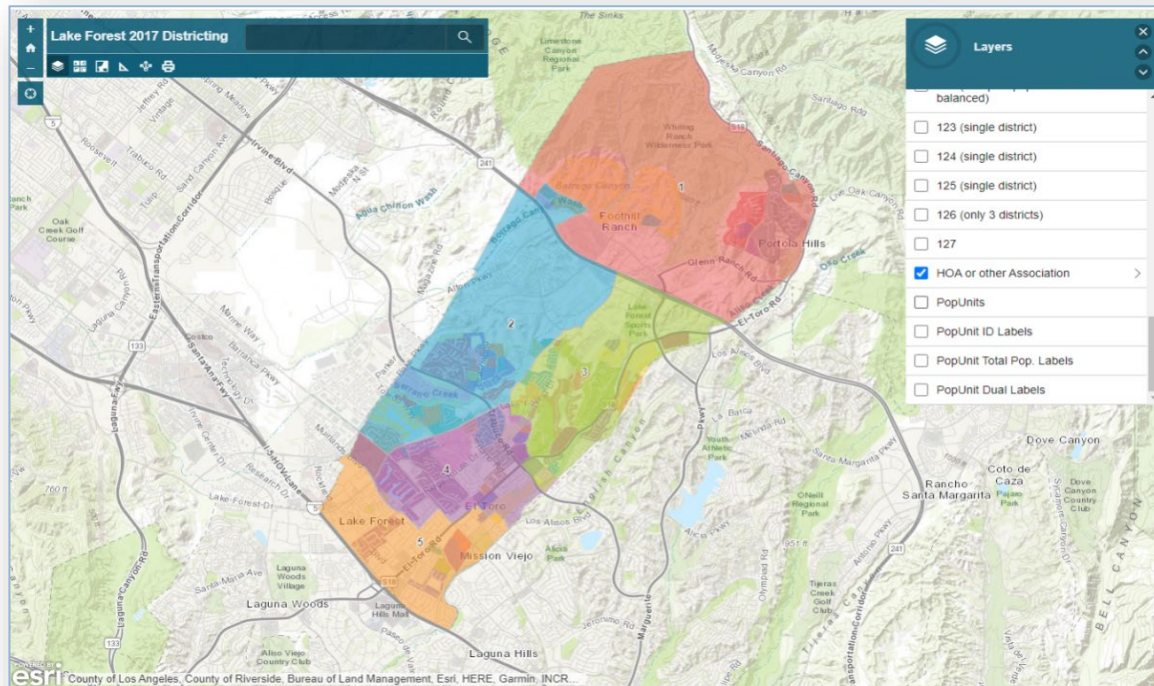
- **Indiana Ave. and Monterey Rd.**
 - Should be included in the district north of Monterey Rd.
 - Close to Arroyo School
- **Homeowners and Renters**
 - Los Altos Viejos homeowners
 - Meridian Corridor – multifamily units
- **Traffic patterns**
 - Monterey
 - Marino and Alhambra; Grevalia and Mission
- **School districts**
 - Monterey Hills School District
 - Marengo Elementary District
- **District 1**
 - Monterey Rd. and Via Del Rey
- **Monterey Hills – older homes**
- **Mission District**
- **“Southwest Pasadena”**
 - Between Alhambra Rd. and Monterey Rd.
- **Neighborhoods**
 - Garfield Park, Raymond Hill, Mission and Fair Oaks
 - LA City and San Marino, Monterey Rd. to Huntington Dr.
 - Alta Vista and Peterson with a southern boundary of Monterey Rd.
 - Glendon Way and Court, south of El Centro and the Gold Line Station
 - Adjacent to LA City
 - Near public transportation (Metro Station

Submissions edited for clarity and brevity

Simple Map Review Tool

Online Interactive Review Map

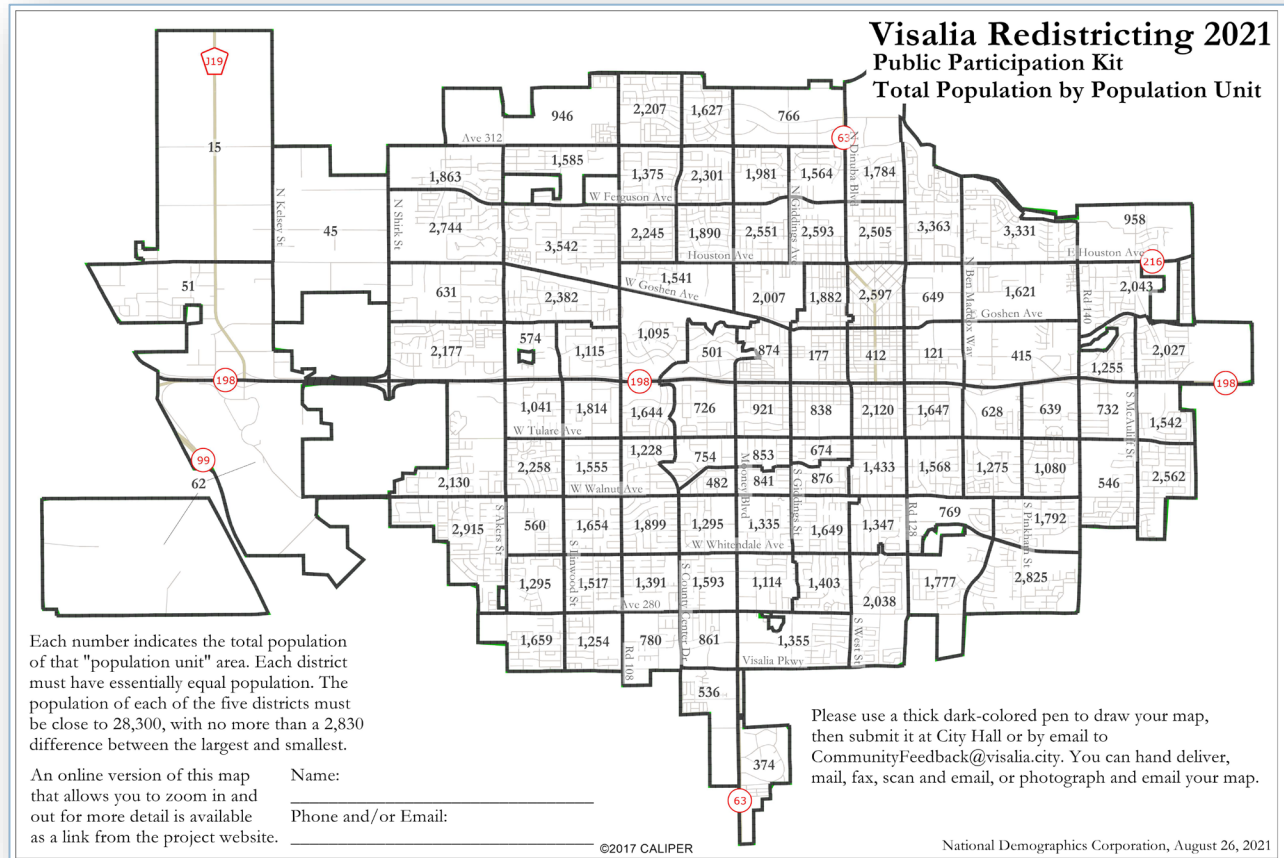
- ESRI's "ArcGIS Online" – similar to Google Maps in ease of use
- Used to review, analyze and compare maps, not to create them
- Includes overlays of "community of interest" and other data



Simple Map Drawing Tool

Paper “Public Participation Kit”

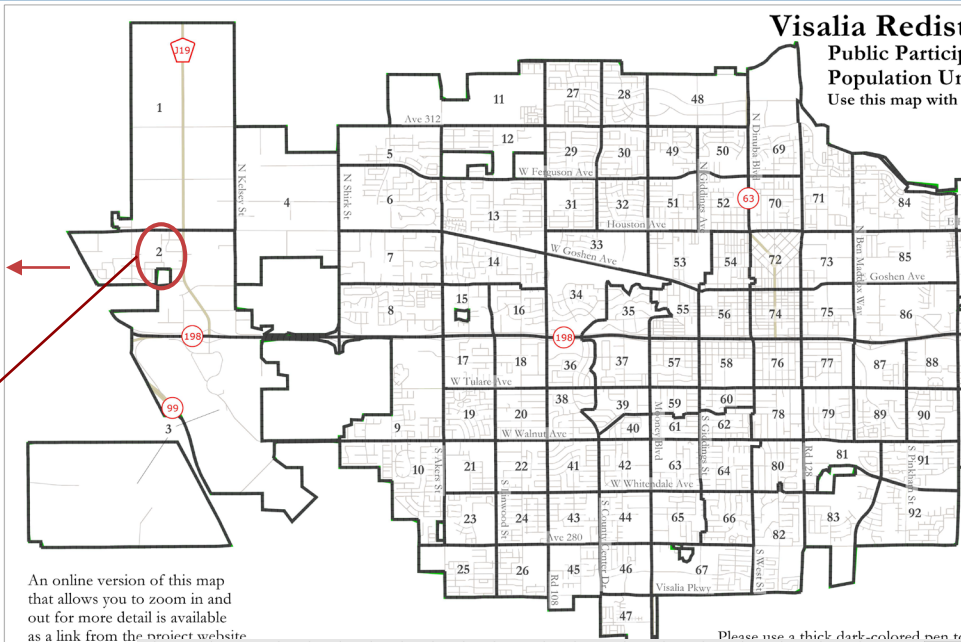
- For those without internet access or who prefer paper
- Total Population Counts only – no demographic numbers



Simple Map Drawing Tool + Excel Supplement

“Public Participation Kit”

- For those who know Excel and do not wish to use online tools
- Adds CVAP data
- Excel does the math



An online version of this map that allows you to zoom in and out for more detail is available as a link from the project website.

Name:
Phone and/or E

		Ideal population: 15,314																				
		enter your name here																				
Group	Category	1	2	3	4	5	6	7	Unassigned	Total	1	2	3	4	5	6	7	Unassigned	Total			
Total Population	Tot. Pop.	0	0	0	0	0	0	0	107,197	107,197	0	-100%	-100%	-100%	-100%	-100%	-100%	0	0.00%			
	Deviation from Ideal	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	-15,314	0	34,182	34,182	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	32%	32%			
	Hisp.	0	0	0	0	0	0	0	64,294	64,294	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	60%			
	NH Wht	0	0	0	0	0	0	0	1,919	1,919	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	2%			
	NH Blk	0	0	0	0	0	0	0	4,530	4,530	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	4%	4%			
Voting Age Population	Total VAP	0	0	0	0	0	0	0	53,990	53,990	0	-100%	-100%	-100%	-100%	-100%	-100%	0	0.00%			
	Hisp.	0	0	0	0	0	0	0	22,928	22,928	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	41%	38%			
	NH Wht	0	0	0	0	0	0	0	33,657	33,657	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	50%	65%			
	NH Blk	0	0	0	0	0	0	0	3,401	3,401	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3%	4%			
	NH Asn	0	0	0	0	0	0	0	7,063	7,063	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	7%	9%			
Citizen Voting Age Population	Total CVAP	0	0	0	0	0	0	0	18,956	18,956	0	-100%	-100%	-100%	-100%	-100%	-100%	0	0.00%			
	Hisp.	0	0	0	0	0	0	0	5,843	5,843	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	49%	27%			
	NH Wht	0	0	0	0	0	0	0	1,673	1,673	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	9%			
	NH Blk	0	0	0	0	0	0	0	2,630	2,630	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	2%	14%			
	NH Asn	0	0	0	0	0	0	0	63,996	63,996	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	60%	33%			
Nov. 2014 Registration	Total Reg.	0	0	0	0	0	0	0	13,374	13,374	0	-100%	-100%	-100%	-100%	-100%	-100%	0	0.00%			
	Latino	0	0	0	0	0	0	0	1,100	1,100	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	1%	8%			
	Asian-Americans	0	0	0	0	0	0	0	463	463	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	3%			
	Polignos	0	0	0	0	0	0	0	30,448	30,448	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	23%	23%			
	Total Votes	0	0	0	0	0	0	0	4,317	4,317	0	-100%	-100%	-100%	-100%	-100%	-100%	0	0.00%			
Nov. 2014 Votes	Latino	0	0	0	0	0	0	0	461	461	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	11%			
	Asian-Americans	0	0	0	0	0	0	0	181	181	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%			
	Polignos	0	0	0	0	0	0	0	164	164	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0%	4%			

Submitter's Comments about the plan:

I think this map makes sense because ...

Excel spreadsheet showing population data for districts 1-7. District 2 is circled in red, and a red arrow points from it to the map above.

District	Unit	Tot. Pop.	Hisp.	Wht	Blk	NH Asn	total	Hisp	Wht	Blk	Asn	tot	Hisp	Wht	Blk	Asn	tot	latino	asn	fil	tot
1	1	1,216	612	557	18	15	873	397	442	12	831	390	441	0	0	574	195	7	3	245	63
2	2	2,307	1,128	1,053	43	96	1,784	741	899	74	1,915	730	1,140	0	45	1,299	435	14	7	555	140
3	3	1,643	768	278	42	25	1,036	741	236	15	400	235	145	0	20	505	286	3	4	161	73
4	4	1,708	734	855	62	84	1,272	464	685	62	1,231	461	639	19	111	1,022	366	11	11	189	89
5	5	2,001	209	1,655	14	79	1,639	144	1,392	64	1,511	88	1,337	12	38	1,776	146	46	7	1,089	67
6	6	612	56	499	4	39	517	37	440	26	471	22	423	3	15	525	38	15	2	337	18
7	7	1,753	1,180	541	70	10	1,945	767	474	10	797	315	410	0	0	797	308	7	4	241	70

13-18

Dave's Redistricting App

Full Database

- Easy to learn
- Easy to use / Paint brush
- <https://davesredistricting.org/maps#home>

To get started your first time on this site, click "Sign Up" and it will ask you to create a user name and password.

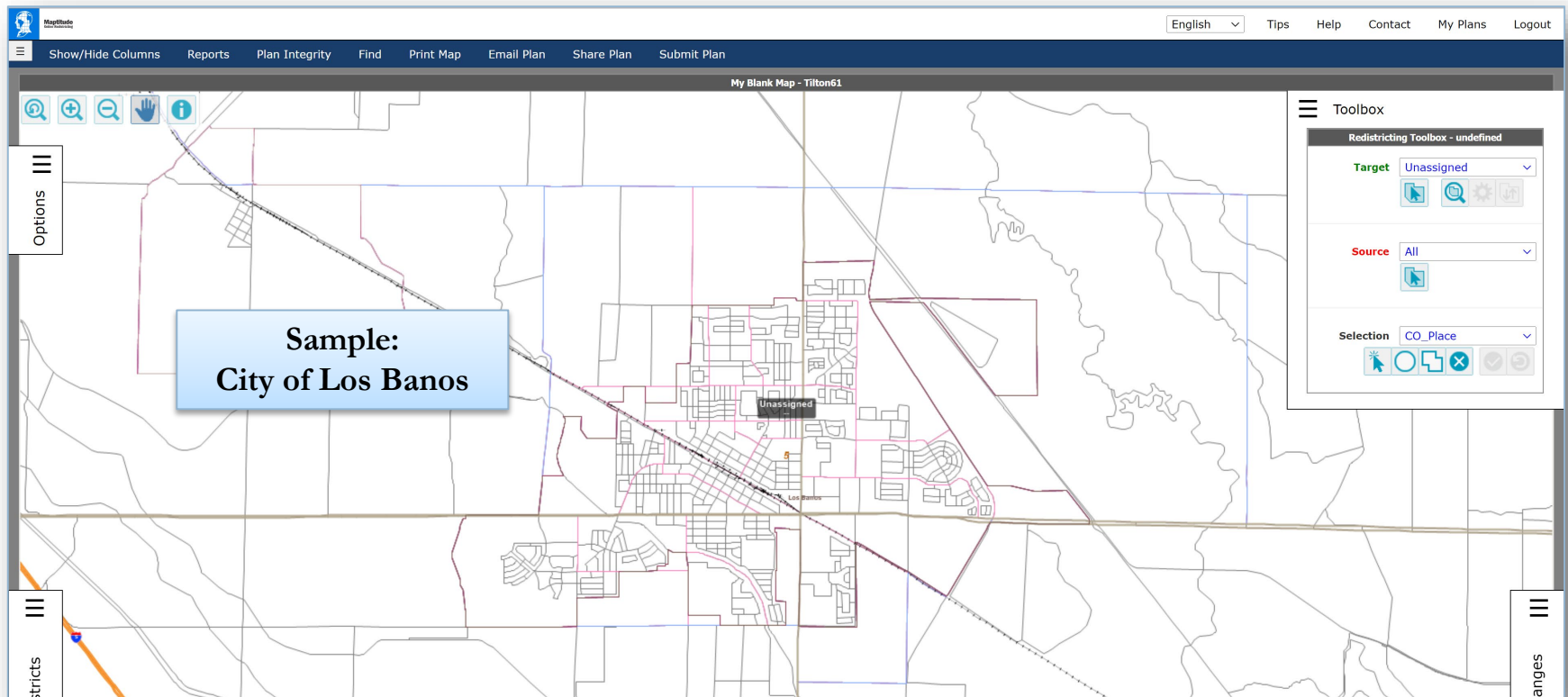


If you already have a user name and password, click "Log In"

Caliper's "Maptitude Online Redistricting"

Full Database, Powerful Online Mapping Tool

- Powerful, common, data-rich online tool
- Six language options: English, Spanish, Portuguese, Vietnamese, Mandarin and Korean



Share Your Thoughts

Website: southpasadenaca.gov/redistricting

Phone: 626-403-7230

Email: redistricting@southpasadenaca.gov

The screenshot shows the City of South Pasadena website. The header includes the city name and a navigation menu with categories: I WANT TO..., RESIDENTS, BUSINESSES, VISITORS, and GOVERNMENT. A search bar is located to the right of the GOVERNMENT menu. The main content area is titled 'REDISTRICKING' and includes a sub-header 'Government »'. Below the title are links for 'Calendar', 'Community Survey', 'Draft Maps', 'Draw a Map', 'FAQs', and 'Resources'. A section titled 'The Redistricting Process' explains that every 10 years, local governments use new data from the Census to redraw district lines. It states that the City of South Pasadena is asking for help to plan, draw, and redivide new City districts. A sidebar on the left lists various city services, with 'Redistricting' highlighted.

Attachment 2
Community Survey Input
(received to date)

(also available on website southpasadenaca.gov/redistricting)

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. This process, called redistricting, is important in ensuring that each Council Member represents about the same number of constituents. Redistricting is done using U.S. Census data, which was released on September 27, 2021.

Your input is needed to redraw voting districts for the City Council, and one way you can participate is by assisting the County in developing a list of “communities of interest” (COI) that can be utilized in the process to redraw district lines.

What do the existing council districts look like?

You can find a map of the City’s current council districts here.

What is a Community of Interest (COI)?

A Community of Interest is a group of people that: share common social or economic interests, live in a geographically definable area, and should be included within a single district for purposes of effective and fair representation in future elections.

There are some communities of interest that are considered “protected classes” in that they have rights through state or federal civil rights or voting rights laws. Some examples of protected classes in districting would be ethnic and racial minorities such as a concentration of Latinx, Asian, or African American people.

There are other potential COI that can also be considered in redistricting, such as: senior citizens, college students, people who live in a particular neighborhood, or even people who share concerns such as parents with young children, bicycle enthusiasts, topic interest groups, etc.

COI does not include relationships with political parties, incumbents, or political candidates.

What You Can Do to Participate in the Process

1. Provide your comments on your community of interest by completing the online COI worksheet below.
2. Attend one of the County’s Public Hearings. Find the schedule here.

1. Name:

[REDACTED]

2. Email:

[REDACTED]

3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Home owners in Los Altos Viejos who deal with improperly maintained roads, improperly enforced parking regulations, inadequate due diligence practices associated with issuing parking permits and inadequate oversight on construction sites.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Eastern boundary is the water tower on Alta vista southern boundary is Monterey northern boundary varies (older streets) western boundary is Peterson.

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

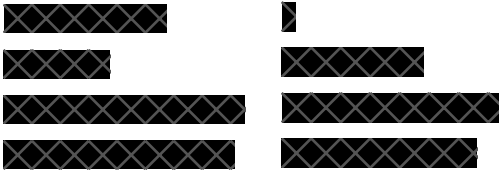
Older section homes in Monterey hills in S Pasadena

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Concerns with in adequate parking / over use of permits (for houses who used garages for storage or improper housing), inadequate easement for fire equipment (due to amount of cars on street) and conditions of streets (never get re paved).

8. What do you like about the current district lines? What do you dislike about the current district lines?

Makes geographic sense, might have too much of an apartment vs homeowner slant to priorities.



Page 1

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4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Common interests include a pedestrian lifestyle/safety, and having a walkable community, including access to the grocery, schools, transit. There is a receptivity to smart, economic development, and to be a destination for young families who are receptive to investing in shared assets like Orange grove park.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Not answered

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Indiana and Monterey. The AV school boundaries include part of Indiana, and capture townhome residents, as well as single family homes. Indiana should be included in the district north of Monterey rd.

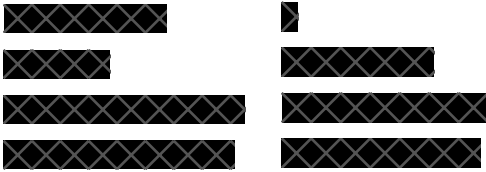
7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Traffic patterns on Monterey, metro line exposure/proximity to transit, adjacency to LA.

Houses within .75 of the metro have distinct advantages for potential ADUs or other smart density approaches.

8. What do you like about the current district lines? What do you dislike about the current district lines?

There is an obvious unusual inclusion of a home in the northern part of the district map. It reflects poorly on our town if we have unsubstantiated reasons for boundaries.



Page 1

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2. Email:



3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

The middle school and high schools

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

in the monterey hills elementary district

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

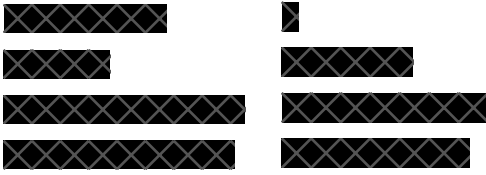
monterey hills elementary school boundaries

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

I think keeping the elementary school areas together is important because it builds the sense of community and encourages participation in the school activities and neighborhood unity.

8. What do you like about the current district lines? What do you dislike about the current district lines?

I would be happy with only 3 city council members one from each of the elementary school zones. I would rather have 3 who listened to the public and each other than 5 who did not listen to the public or each other. I also think it is easier to get 3 people to agree and compromise than it is to get 5 people to agree and compromise. I feel more could be accomplished with only 3. We could have a mayor voted on by the whole city, making the panel 4 in all (3 council members and one Mayor). 4 members in all might make people feel like it wasn't so much of a dictatorship or conspiracy (Ha, Ha). Yes, three districts that line up with the elementary school boundaries would simplify everything.



Page 1

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. This process, called redistricting, is important in ensuring that each Council Member represents about the same number of constituents. Redistricting is done using U.S. Census data, which was released on September 27, 2021.

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What do the existing council districts look like?

You can find a map of the City’s current council districts here.

What is a Community of Interest (COI)?

A Community of Interest is a group of people that: share common social or economic interests, live in a geographically definable area, and should be included within a single district for purposes of effective and fair representation in future elections.

There are some communities of interest that are considered “protected classes” in that they have rights through state or federal civil rights or voting rights laws. Some examples of protected classes in districting would be ethnic and racial minorities such as a concentration of Latinx, Asian, or African American people.

There are other potential COI that can also be considered in redistricting, such as: senior citizens, college students, people who live in a particular neighborhood, or even people who share concerns such as parents with young children, bicycle enthusiasts, topic interest groups, etc.

COI does not include relationships with political parties, incumbents, or political candidates.

What You Can Do to Participate in the Process

- 1. Provide your comments on your community of interest by completing the online COI worksheet below.
- 2. Attend one of the County’s Public Hearings. Find the schedule here.

1. Name:



2. Email:



3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Excellent schools are the foundation of our community.

Planting and maintaining trees and vegetation is important

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Marengo elementary district

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

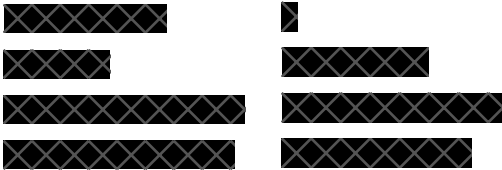
LA city to west, San Marino to east, Monterey rd to north and Huntington dr to the south

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Major street boundaries

8. What do you like about the current district lines? What do you dislike about the current district lines?

District lines are fine



Page 1

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2. Email:



3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

We are an African American family with young children. We are also bicycle enthusiasts.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

XXXXXXXXXX Indiana Avenue on the hillside, but fairly close to Arroyo School.

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

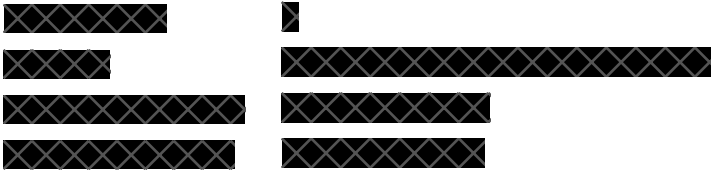
Close to Arroyo, Current District 1, Bound by Monterey and Via Del Rey.

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Our family are members of a protected class.

8. What do you like about the current district lines? What do you dislike about the current district lines?

Pros- it is large enough to encompass some diversity.



Page 1

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Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Meridian Corridor ... multiple Caltrans properties; close to Huntington Drive with cut through traffic on Meridian Avenue to access the 110 off Monterey Road, or to avoid traffic on Huntington Drive. Many multi family units unlike some areas of South Pasadena.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Children attend Monterey Hills Elementary School on both sides of Meridian between Alhambra Road and Monterey Road. "Southwest Pasadena"

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Not answered

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Meridian Avenue Corridor was the original option for the 710 extension. There are multiple abandoned and rental Caltrans properties, a street and neighborhood that has been pretty much abandoned by the City since the potential for the 710 and thereafter. Moreover, some thought should be given to a focus on the areas surrounding the elementary schools, since these are common interests of the residents who have children attending those schools. The schools already provide a community bond and interaction.

8. What do you like about the current district lines? What do you dislike about the current district lines?

The current district lines were developed so that those who were serving on the Council during that time could retain their seats. If your representative does not live among abandoned properties they cannot relate to the issues of the community.

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1. Name:

[Redacted]

2. Email:

[Redacted]

3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

My district is made up primarily of renters We need more protections and representation. My district also is highly impacted by through traffic from Sa Marino and Alhambra which cuts through Grevalia and Mission and bleeds onto smaller residential streets such as Brent.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Garfield Park, Raymond Hill, Mission and Fair Oaks

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Raymond Hill, Milan, Monterey Road, Fair Oaks

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Our representation has not changed in almost 21 years. The interests of renters have not been a legislative priority for our council rep. We need more district specific representation.

8. What do you like about the current district lines? What do you dislike about the current district lines?

The current district lines are acceptable

Every ten years, local governments use new census data to redraw their district lines to reflect how local populations have changed. This process, called redistricting, is important in ensuring that each Council Member represents about the same number of constituents. Redistricting is done using U.S. Census data, which was released on September 27, 2021.

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What You Can Do to Participate in the Process

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1. Name:

[Redacted]

2. Email:

[Redacted]

3. Are you a residents of the City of South Pasadena?

Yes

4. What is the nature of the common social or economic interest of your community? You can describe what the common interests of your community are and why or how they are important.

Neighborhood awareness, safety and friendships! Annual block party, Halloween trick or treating craziness, holiday light “show” and commiseration over parking for farmers market.

5. Where is your community located? You can define it by neighborhood, streets, address, proximity to a key landmark (such as a school or community center), or other boundaries.

Glendon way and court, just south of el centro and the gold line station.

6. What are the geographic definers/boundaries of your neighborhood? Examples of definers/boundaries could be highways, roads, rivers, hills, or parks.

Metro station to north, Monterey Blvd to south.

7. What is the rationale for your community of interest to be used in this districting? Please describe how the issues before the City Council have a unique impact on your group.

Preferred Street Parking in the mission district is going to be a major issue with all of the development of units required by the SCAG housing plan.

8. What do you like about the current district lines? What do you dislike about the current district lines?

Not answered



City Council Agenda Report

ITEM NO. 14

DATE: January 19, 2022

FROM: Arminé Chaparyan, City Manager *AC*

PREPARED BY: Angelica Frausto-Lupo, Director of Community Development Department

SUBJECT: **First Reading and Introduction of an Ordinance Amending Chapter 36 (Zoning) of the South Pasadena Municipal Code Pertaining to Accessory Dwelling Units (ADU) Including Section 36.350.200.J (Design Standards for Historic Properties) and Adoption of Design Guidelines for ADU Development on Historic Properties**

Recommendation

It is recommended that the City Council:

1. Read by title only for first reading, waiving further reading, and introduce an ordinance to amend Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC) pertaining to Accessory Dwelling Units (ADUs) including Section 36.350.200.J (Design Standards for Historic Properties); and
2. Adopt Design Guidelines for ADU Development on Historic Properties.

Discussion

The proposed Zoning Code Amendment was drafted to comply with state and local law for the preservation of historic resources while also supporting a ministerial approval process for development of Accessory Dwelling Units (ADUs). The amendments will make the process easier for homeowners to build ADUs while providing objective standards to maintain the historic character of the city's neighborhoods. The Design Guidelines were developed as a resource for homeowners to help them with the design of their ADU.

- Phase II ADU Ordinance (Design Standards for ADUs on Historic Properties, Attachment 1): proposed Zoning Code Amendment to South Pasadena Municipal Code (SPMC) Chapter 36 (Zoning) Section 36.350.200 ("Residential Uses – Accessory Dwelling Units"), Sub-Section J.
 - The Design Standards were developed as a proposed amendment to the previously adopted ADU Ordinance and replace some of the temporary provisions relating to historic properties.
 - The Phase II ADU Ordinance set forth the regulations for conversion of existing accessory structures, creation of JADUs within the footprint of the existing primary residence, and construction of new detached ADUs.
 - Phase II ADU Ordinance was developed to facilitate ministerial review of ADU applications in compliance with these regulations and with the architectural design guidelines of the South Pasadena Design Guidelines for ADU Development.

- South Pasadena Design Guidelines for ADU Development on Historic Properties Guidebook (Attachment 2): The design standards and guidelines are consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties, the South Pasadena Cultural Heritage Ordinance, and the South Pasadena Design Guidelines for Alterations and Additions to Historic Residencies.
 - The guidebook is an easy-to-use set of examples to help the property owner choose among style-appropriate exterior design features (roof type, window and door type, exterior cladding, etc.) which will be compatible with the existing architectural style of their primary residence.
 - The South Pasadena Design Guidelines for ADU Development are incorporated into the Phase II ADU Ordinance regulations.

Background

On September 23, 2021, the Planning Commission adopted a resolution recommending to the City Council to conduct a public hearing to adopt the proposed Zoning Code Amendment and Design Guidelines. On December 1, 2021, the City Council received a presentation regarding the proposed Zoning Code Amendment and Design Guidelines and provided direction to bring the Ordinance back. On December 15, 2021, City Council adopted an urgency ordinance pursuant to Government Code Section 36937(b). Adoption by urgency ordinance enabled home owners of historic properties to process ADU applications ministerially per State law. The City is encouraging the development of ADU’s to provide necessary housing, including affordable housing, in compliance with the Regional Housing Needs Assessment (RHNA). Additionally, as SB 9 became effective on January 1, 2022 and residents will need to consider whether to proceed with development of a single-family lot under SB 9 or under the ADU regulations, it was important to have both sets of regulations in place prior to January 1, 2022. The ADU Urgency Ordinance adopted on December 15, 2021 will automatically be repealed when the ADU Phase II Ordinance is adopted under the regular procedure, in early 2022.

Environmental (CEQA) Review

In accordance with the California Environmental Quality Act (CEQA), the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment to amend regulations pertaining to ADUs may have a significant effect on the environment, as ADU development is generally a ministerial action and therefore, not a “project” under CEQA.

Fiscal Impact

There is no fiscal impact.

Public Notification of Agenda Item

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

Attachments

1. ADU Ordinance (South Pasadena) Final. redline version.doc
2. South Pasadena ADU Design Guidelines on Historic Properties Guidebook

ATTACHMENT 1
ADU Ordinance

-

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING CHAPTER 36 (“ZONING”), ARTICLE III (“SITE PLANNING AND GENERAL DEVELOPMENT STANDARDS”), SECTION 36.350.200 (“RESIDENTIAL USES—ACCESSORY DWELLING UNITS”) OF THE CITY OF SOUTH PASADENA MUNICIPAL CODE

WHEREAS, On March 4, 2021, the Southern California Association of Governments (SCAG) finalized the new RHNA allocation numbers for the region, based on the State’s housing needs assessment. South Pasadena was assigned 2,067 units, which the City must show capacity to build in the 2021-2029 Housing Element; and

WHEREAS, the City is in the process of preparing its 6th cycle Housing Element (2021-2029) to include compliant housing opportunity sites analysis for potential development of housing to meet its needs assessment, housing constraints analysis and consideration of housing policies to promote affordable housing production; and

WHEREAS, the City, which is largely built out, currently has approximately 10,007 existing housing units and considers ADU development to be an important source of future housing units, including affordable housing, to comply with the Regional Housing Needs Assessment (RHNA); and

WHEREAS, according to the City’s inventory of historic resources, there are more than 2,700 of properties within the City that are either formally designated on a federal, state or local register or eligible for historic designation or contributors to a historic district; and

WHEREAS, Government Code Section 65852.2 authorizes the City to create objective standards for accessory dwelling unit development on historic properties that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on historic properties; and

WHEREAS, pursuant to a State Certified Local Government (CLG) grant, the City engaged consultant, ARG, to assist in the creation of both a set of objective design standards for ADU development on historic properties, and proposed amendments to the City’s existing ADU Ordinance in order to in provide opportunities for ministerial approval of ADU development on historic properties which also maintain the historic character of the City; and

WHEREAS, several owners of historic properties have contacted the City’s Planning & Community Development Department for guidance on adding an ADU to their property; and

WHEREAS, these ministerial development standards to facilitate ADU development on historic properties will help protect the integrity of the City’s historic resources, while allowing ADU development in support of the City’s RHNA allocation, including affordable housing development; and

WHEREAS, the City’s residents comprise over 50% renters, many of whom are rent-burdened, spending more than 30% of their gross income on rent—therefore, enhancing affordable housing stock is an immediate public health and safety concern for the City; and

WHEREAS, on January 1, 2022, SB 9 becomes effective and property owners will have to choose whether to develop an ADU under the authority of SB 9 or the City’s ADU ordinance, and updating the ADU ordinance to support ADU development on historic properties will enhance these opportunities and help avoid confusion as to which regulations apply; and

WHEREAS, on December 15, 2021, the City Council adopted this ordinance as an urgency ordinance to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937. The City Council now seeks to adopt this ordinance after first and second reading on a non-urgency basis.

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

SECTION 1. Section 36.350.200 (“Residential Uses—Accessory Dwelling Units”) or Article III (“Site Planning and General Development Standards”) of Chapter 36 (“Zoning”) of the South Pasadena Municipal Code is amended to read as follows:

“36.350.200 Residential Uses—Accessory Dwelling Units (ADUs).

A. Definitions. The following definitions shall apply to this section.

Accessory Dwelling Unit (ADU). See SPMC 36.700.020.A.

Attached ADU: An ADU that is attached to the primary dwelling, not including a JADU.

Bathroom. Facility required to include a shower and/or bath, sink and a toilet.

Conversion. All or a portion of an existing space or structure which is used to create an ADU or JADU (e.g., master bedroom, attached garage, storage area, or similar use, or an accessory structure) on the lot of the primary dwelling. A conversion does not include the portion of any expansion of the existing space or structure.

Detached ADU. The unit is separated from the primary dwelling.

Efficiency kitchen. Required to include a cooking appliance, such as a hot plate and microwave with a sink, and a food preparation counter and storage cabinets.

High risk fire area. The area located south of Monterey Road, extending to the city border, and west of Meridian Avenue, extending to the city border, as established in SPMC Chapter 14.

Historic Property. For purposes of this section, this shall refer to a property that is: 1) designated as an [individual](#) landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property [eligible with potential](#)

as an individual landmark or as a contributing structure to an [eligible potential](#) historic district, as authorized by Health and Safety Code Section 18955.

Junior Accessory Dwelling Unit (JADU). A specific type of conversion of existing space that is contained entirely within an existing or proposed single-family residence, which shall not exceed 500 square feet in size. A JADU may share central systems (HVAC, water, electric), contain an efficiency kitchen or cooking facilities and bathroom, or may share a bathroom with the primary dwelling.

B. Applicability. The standards and criteria in this section apply to properties containing single-family or multifamily housing units within all zoning districts that allow residential uses. These standards are in addition to all other applicable standards found in this Zoning Code; in case of conflict the standards of this section shall apply.

C. Applications. Pursuant to Government Code Section 65852.2, applications for accessory dwelling units shall be considered ministerially (staff-level approval [based on objective standards](#)) within 60 days after the application is deemed complete. The application for the creation of an ADU or JADU shall be deemed approved if the local agency has not acted on the application within 60 days from the date it is deemed complete. The application process and requirements shall be set forth in a written document provided by the Planning Department.

1. **Timing of Concurrent Applications.** An applicant may submit an application to construct an ADU concurrently with other proposed development, such as new construction of or an addition to an existing primary dwelling. The following shall apply in these cases:
 - a. **New construction of primary dwelling unit, with attached ADU/JADU or detached ADUs:** Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the ADU/JADU application may be deemed complete and approved. [ADU applications submitted prior to the construction of a primary dwelling unit which was subject to discretionary review and which conflict with the conditions of approval for the primary dwelling unit shall be denied unless the primary dwelling unit conditions of approval are first amended.](#)
 - b. **Conversions of existing accessory structures:** The ADU application for conversion of a detached accessory structure may be approved within 60 days after it has been deemed complete, regardless of a concurrent application for an addition to the primary dwelling. If the conversion is a garage that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.
 - c. **Additions to existing primary dwelling unit with proposed attached ADU/JADU:** Approval of all applicable discretionary entitlements for the primary dwelling shall be required before the attached ADU/JADU application may be deemed complete and approved, unless the ADU application is for a

conversion. [No attached ADU is permitted for a historic property, pursuant to Sub-section \(J\) below.](#)

- d. **Additions to existing primary dwelling unit with proposed detached ADU:** The ADU application for a new construction detached ADU, or a conversion plus expansion of a detached accessory structure, shall be approved within 60 days after it has been deemed complete. If the application for an addition to the primary dwelling unit is deemed complete together with the ADU application, 800 square feet of the ADU shall be allowed to exceed the FAR and lot coverage in calculating the allowable floor area for the addition to the primary dwelling unit. If the ADU application includes a garage conversion that removes existing parking, replacement parking for the primary structure shall not be required, and the proposed addition to the primary dwelling shall not require additional parking.

~~**Demolition of accessory structure to facilitate new construction of ADU:** Demolition, as defined by SPMC Section 2.59(d), of an existing structure that is considered to be located on an historic property or is 45 years or older, shall require a Certificate of Appropriateness, pursuant to SPMC section 2.65(e) and (e), as a prerequisite to an application for an ADU being deemed complete. The resulting ADU application shall be considered new construction and shall comply with the minimum setback requirements for new construction, set forth in sub-section E.4. below. Demolition of an accessory structure that is less than 45 years old and not considered to be located on an historic property shall not require a Certificate of Appropriateness.~~

2. **Prerequisite Discretionary Permits.** Accessory dwelling unit applications shall not be deemed complete until all applicable discretionary prerequisites have been approved. Prerequisites may include tree removal permits, Certificates of Appropriateness, and hillside development permits.

D. **Ownership.** An ADU or JADU may not be owned or sold separately from the primary dwelling. -The City may require a deed restriction in a form approved by the City Attorney to enforce the restrictions set forth in this section.

1. **JADU Owner-occupancy required.** The owner shall reside in either the remaining portion of the primary residence, or in the newly created JADU.

E. **Development Standards for ADUs on Single-Family Properties.**

[The following standards apply to ADU development on a property that is not a historic property \(see Sub-section J\).](#)

1. **Location**

- a. **Number of ADUs.** One ADU, either attached or detached, and one JADU shall be allowed on a single-family property.

- b. **Location on site.** An [ADU](#) ~~accessory dwelling unit~~ may be attached to or detached from the primary dwelling on the same lot. An accessory dwelling unit may be located within and/or above a garage or other existing accessory structure.
- c. **Hillside locations.** An ADU on a hillside property may be attached or detached, in a location within, behind or underneath the primary dwelling, underneath a parking bridge even if it is closer to the front property line than the primary dwelling, or as a conversion of existing space. A hillside development permit may be required, consistent with SPMC division 36.340.
- d. **Location in front of primary dwelling.** If 50% or more of the existing primary dwelling is located in the rear 1/3rd of a property that is not a historic property, an attached or detached ADU shall be allowed in front of the primary [dwellingstructure](#) as follows:
 - i. Ministerial review (staff-approval): For an ADU that is one story, not more than 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms, and maximum 16 feet in height.
 - ii. Design Review Board approval: For an ADU that exceeds the standards of (i) above, and is no more than 1,200 square feet in size and maximum two stories not to exceed a height of 18 feet for a flat roof, [plus a 1-foot parapet](#), and 22 feet for a pitched roof.
- e. **Standards for ADUs in front of primary dwelling.** Where feasible, ADUs located in front of the primary dwelling per (d) above shall comply with the following standards:
 - i. The ADU shall comply with the applicable front yard setback requirement for the district in which it is located, and with minimum side yard setbacks of four feet.
 - ii. The structure's front yard-facing [façade elevation](#) shall include an entry into the unit and a covered porch or awning.
 - iii. The application shall provide a landscape plan for the area in front of the ADU in compliance with 36.330.030. No new driveway or parking area shall be allowed directly in front of the ADU.
 - iv. A minimum 20 square feet of window area shall be provided on each front and corner-facing elevation. No window with any exposed vinyl material in part or in whole shall be allowed on these elevations.
 - v. The ADU shall have a pitched roof if one or more adjacent properties have pitched roofs.

- vi. If a garage is attached to the ADU, it shall be set back 10 feet from the front elevation.

~~f. Placement on Historic properties. ADU's proposed for an historic property, including additions shall:~~

- ~~i. Be located in the rear of the property such that at least 50% of the ADU's first floor, front facing façade is behind the predominant massing of the existing dwelling.~~
- ~~ii. Not be placed in a manner to block visibility of the historic resource from the public right-of-way, or compete with character defining features of the historic resource.~~

2. Floor area.

Floor area of an ADU that exceeds the property's lot coverage and floor area ratio (FAR) requirements shall be permitted as required by Government Code Section 65852 and as specified in this sub-section. An ADU which is proposed to exceed lot coverage and floor area ratio (FAR) as described below shall not be approved, unless the size is reduced to comply with this sub-section. For purposes of development of other structures on the property, the floor area of an existing ADU shall be counted in the calculation of the property's total lot coverage and floor area ratio, except that when an existing garage has been converted or partially converted to an ADU and no other garage has been or is proposed to be constructed onsite, up to 500 square feet of such garage conversion shall not be counted toward lot coverage and floor area ratio.

- a. **New Construction Attached ADU.** An accessory dwelling unit attached to the primary dwelling shall have a minimum floor area of 150 feet, and a maximum floor area of 850 square feet for a unit with up to one bedroom or 1,000 square feet if the unit includes two or more bedrooms. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- b. **New Construction Detached ADU.** A detached accessory dwelling unit shall have a minimum floor area of 150 square feet, and a maximum floor area of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.
- c. **Conversion ADUs.** The maximum size of an ADU that is a conversion of an existing accessory structure shall be the size of the existing structure plus an expansion up to an additional 150 square feet if necessary for ingress and egress only.
 - i. An ADU that expands upon the existing structure being converted in excess of the ingress and egress exemption shall be a maximum of 1,200 square feet. Up to 800 square feet of the floor area of the ADU shall be allowed to exceed the property's lot coverage and FAR requirements.

- d. **Junior Accessory Dwelling Units (JADUs).** The maximum floor area for a junior accessory dwelling unit shall not exceed 500 square feet. If the ADU shares an existing bathroom with the primary dwelling, the bathroom area shall not be included. However, a newly constructed bathroom shall be included in the maximum size of the JADU even if proposed to be shared with the primary dwelling.
3. **Height Limits.** The maximum height of an attached or detached new accessory dwelling unit shall not exceed the following limits. For purposes of this section, “story” shall mean a distinct level of living space, excluding loft area that is open to living space below:
 - a. **For a one-story ADU:** 16 feet to top of parapet or pitched roof
 - b. **For a two-story ADU including an ADU located above an accessory structure:** 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof
 - c. **For a conversion ADU (without an expansion):** the height of the existing structure. ~~For a historic property: One story only is permitted with a maximum height not to exceed 16 feet to top of parapet or pitched roof. However, the maximum height for a conversion ADU shall be the height of the existing structure.~~
4. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
 - a. **Additions to structures with non-conforming setbacks.** If the ADU is a conversion of an existing accessory structure with a side yard setback of less than 4 feet, the wall may be extended for an additional 10 feet at the same setback, provided it is not less than 3 feet from the side property line and not less than 4 feet from the rear property line. If the existing setback is less than 3 feet, the addition shall be required to maintain the 4-foot setback.
5. **Building Separation.** Detached ADUs on residentially zoned parcels that are larger than 800 square feet shall comply with the ten-foot building separation requirement in SPMC 36.220.040.

6. **Standards for JADUs** (see also Sub-section I).

A JADU shall include:

- a. An outdoor entrance that is separate from the primary dwelling.
- b. At a minimum, an efficiency kitchen, a separate or shared bathroom, sleeping and living area.

F. Development standards for ADUs on multi-family and mixed-use properties.

Where these standards conflict with the design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control.

1. **Number of Detached ADUs.** Not more than two detached accessory dwelling units may be located on lots with a multi-family dwelling.
2. **Setbacks.** An accessory dwelling unit shall comply with the front yard setback requirements of the applicable zoning district (see Article 2, Zoning Districts, Allowable Land Uses, and Zone-Specific Standards), except that no setback shall be required for the conversion of an existing structure, and a setback of no more than 4 feet from the side and rear lot lines shall be required for new construction.
3. **Detached ADU standards.** The accessory dwelling units shall maintain 4-foot side and rear yard setbacks; and shall not exceed 16 feet for a one-story structure or, for a two-story structure, 18 feet for a flat roof, plus a 1-foot parapet, or 22 feet for a pitched roof.
4. **Conversion ADUs.** Nonliving space within the existing building envelope on lots with a multifamily dwelling, including storage rooms, boiler rooms, passageways, attics, basements, or garages, may be converted into accessory dwelling units if each unit complies with State building standards for dwellings and on the condition that the number of accessory dwelling units created do not exceed 25% of the number of existing multifamily dwelling units, or at least one unit, including the accessory dwelling units created.

G. Development Standards Applicable to ADUs on All Properties

1. **Two-Story ADUs.** -Except as approved by the Design Review Board pursuant to E.1.d above, a two-story ADU shall comply with the following standards as applicable. -Where these standards conflict with ADU design standards set forth in Sub-section (J) below for historic properties, the standards set forth in Sub-section (J) shall control.
 - a. **Windows:** Where primary dwelling units are not allowed to build within 6 feet of the property line, the following shall be required: on 2nd floor elevations with setback less than 6 feet from a property line shared with adjacent residential parcels, only fixed windows, or fixed panes of a window assembly, composed of plain obscured glass (such as frosted) with no color shall be placed in the area up

to 5 feet above the interior floor height. Any clear window or window pane on these elevations shall be placed so that the bottom of the clear glass is at least 5 feet above the interior floor height.

- b. **Balconies:** Balconies shall only be allowed on elevations facing the interior of the property, e.g., facing the primary dwelling and/or the back yard area directly behind the primary dwelling. In the case of an ADU on a corner lot, a balcony may face the adjacent street.
- c. **Setbacks for 2nd floor:** The second floor of an ADU shall be set back a minimum of 4 feet from the side and rear property line.
 - i. Notwithstanding the above, a second floor ADU proposed above an existing accessory structure shall be allowed to maintain the same setback as an existing wall provided the wall is at least three feet from the property line.
 - d. **2nd Floor Articulation:** 30% of the side and rear wall plane above the first floor shall be articulated with minimum 18-inch recesses.
2. **Separate Entrance.** An attached ADU shall have an outdoor entrance that is separate from the primary dwelling.
3. **Interior Facility Requirements.** An ADU shall provide living quarters independent from the primary dwelling, including living, sleeping, permanent provisions for cooking and a bathroom.
4. **Utilities.** An ADU may have shared or separate utility services (e.g., an electrical and/or gas meter) from the primary dwelling.
5. **Mechanical Equipment.** Outdoor equipment associated with electric split or mini-split heating and cooling systems dedicated solely to an attached or detached ADU may be placed in the rear yard setback area.

H. Parking

1. **Exemptions.** With the exception of I.1, below, no off-street parking shall be required for an ADU or JADU if:
 - a. The ADU is located within one-half mile walking distance of a bus stop or light rail station.
 - b. When on-street parking permits are required but not offered to the occupant of the ADU.
 - c. The ADU is within an historic district or ~~an eligible potential~~ historic district, or a designated historic property, as identified by the National Register for Historic Places, the California Register for Historic Places, or the City's Cultural Heritage

Ordinance.

- d. The ADU or JADU is within the existing primary dwelling.
 - e. There is a car share vehicle located within one block of the ADU.
2. **Parking required.** Parking shall be required for an accessory dwelling unit under the following conditions (see also I.1, below):
- a. If the ADU does not qualify for an exemption based on the list above, in which case one off-street parking space shall be required.
 - b. If the ADU or ADUs are within a multi-family property, in which case one off-street parking space shall be required per three accessory dwelling units, or fraction thereof. The requirement shall be cumulative if ADUs are built sequentially.

I. High Risk Fire Areas. The areas of the City defined as “high risk fire area” pursuant to SPMC Section 14.1, are subject to additional requirements for parking and fire sprinklers due to topographic and climatic conditions which create public safety risks, including accessibility of fire apparatus on narrow streets, and delay times in evacuation and response due to accessibility challenges. Requiring parking on-site is intended to reduce parking on the narrow streets, in order to increase accessibility of fire apparatus and facilitate evacuation; use of fire sprinklers in new development helps control the spread of small fires, which promotes effectiveness in controlling a fire in early stages, allowing for responding fire apparatus and suppression crew to arrive on scene and deploy industry-standard pre-connected 250-foot hose lines or standard hose packs as necessary to reach and defend occupants and structures. Based on these findings of public safety necessity, proposed ADUs and JADUs in the High Risk Fire Area shall be subject to the following additional requirements.

1. **Parking.** If the property is located adjacent to a narrow street, defined as a street with a width of less than 28 feet, one off-street parking space shall be provided. The ADU may not displace existing parking for the primary residence. Notwithstanding, a garage may be converted to an ADU if all removed parking spaces are provided elsewhere on the property for the primary dwelling in addition to the parking space to be provided for the ADU.
2. **Fire Sprinklers.** Fire sprinklers shall be required.
3. **Distance from front property line.** A detached ADU shall be located within 150 feet of the front property line in order to facilitate emergency fire access, including deployment of an industry-standard, pre-connected 250-foot hose line. Notwithstanding, for flag lots, for the purpose of deploying industry-standard hose-packs, the ADU may be located within 100 feet of a dry standpipe installed on the property with approval of the Fire Chief.

J. Design Standards for Historic Properties

1. Applicability. ADUs proposed for development on a historic single- or multi-family property shall comply with the Design Standards set forth in this Sub-section (J) and the South Pasadena Design Guidelines for ADU Development on Historic Properties. The following types of ADUs are permitted on historic properties:
 - a. Conversion of an existing accessory structure, with or without additional floor area.
 - b. New construction of a detached ADU.
 - c. JADUs within the envelope of the existing primary dwelling, consistent with the requirements of Sub-section J.8.f. below. ~~ADUs on historic properties are permitted only as a conversion of an existing accessory structure, with or without additional floor area or new construction of a detached ADU. JADUs are permitted within the envelope of the existing primary dwelling, consistent with the requirements of Sub-section J.8.f. below.~~
2. Exemptions. Detached ADUs and accessory structure additions on a historic property that are not visible from the public right-of-way are not subject to compliance with Sub-section (J) or the South Pasadena Design Guidelines for ADU Development on Historic Properties. Visibility from the public right-of-way for this purpose shall be determined as follows:
 - a. Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This shall include both adjacent streets for corner properties. An alley is not considered a public right-of-way for this purpose.
 - b. Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.
3. Procedures. Detached ADUs subject to requirements of this Sub-section (J) shall require ministerial (staff-level) approval, except in the following instances:
 - a. Cultural Heritage Commission (CHC) Review and Approval. CHC review and approval shall be required if an application proposes new construction of a detached ADU or additions to an existing accessory structure if the proposed ADU does not comply with the standards set forth in this Sub-section (J).
4. Location.
 - a. New Construction, Detached ADU. Detached ADUs shall be located at the rear of the property, except as provided in Sub-section b, below.

b. **New Construction, Detached ADU in front of primary dwelling.** If 50% or more of the primary dwelling is located at the rear 1/3rd ~~one-third~~ of a property and there is no other location on the property in which a maximum 800 square foot ADU could be added, a detached ADU shall be allowed in front of the primary dwelling, in compliance with Sub-sections E.1.e and J.8, and with the following:

i. ADUs proposed in front of the primary dwelling shall not be placed in a manner that blocks visibility of more than 50% of the front/primary façade (the façade containing the main entrance) from the public right-of-way, using the definition of Visibility provided in Sub-section J.2, above.

ii. The ADU shall not be placed in such a manner that the main entrance to the primary dwelling is not visible from the public right-of-way.

iii. The maximum size of the ADU in front of the primary dwelling shall be 800 square feet.

iv. The maximum height of the ADU in front of the primary dwelling shall be 16 feet.

c. **Accessory Structure Additions.** If an accessory structure is subject to the provisions of this Sub-section (J), the addition shall not be attached to the front façade (the façade containing the main/vehicular entrance) of the accessory structure.

5. **Size and Height Limits.** ADUs shall comply with the size and height standards set forth in Sub-section E.3 as well as the following, in order to avoid an adverse impact on the historic property. In case of conflict, these standards shall apply:

a. The height of the ADU shall not exceed the height of the primary dwelling, with the following exception.

i. Even if the primary dwelling is less than 16 feet in height, the ADU shall be permitted to have a maximum height of 16 feet.

b. Two-story ADUs shall be permitted up to 18 feet in height for a flat roof, plus a 1-foot parapet, or 22 feet in height for a pitched roof, as long as the ADU is ~~subordinate to~~ lower than the height of the primary dwelling. Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception.

i. If the historic property is on a hillside lot and contains a one-story primary dwelling, a two-story ADU shall be permitted if the ADU is located downslope and at the rear of the property so that it is still ~~subordinate to~~

the lower than the height of the primary dwelling as viewed from the public right-of-way.

6. Demolition of accessory structures.

- a. For an ADU proposal involving the demolition of an existing accessory structure or structures older than 45 years of age, the staff-level Historic Resource Evaluation Report is required to determine if the existing accessory structure constitutes a character-defining feature of the property. An accessory structure that has been determined to be a character-defining feature of a historic resource shall not be demolished in order to construct an ADU. Such accessory structure shall be subject to the standards set forth in Section 2.67 of the South Pasadena Cultural Heritage Ordinance (Ordinance No. 2315).

7. Architectural Style. An ADU subject to the requirements of this Sub-section (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in Sections 9 and 10, and the South Pasadena Design Guidelines for ADUs Development on Historic Properties.

- a. A new construction detached ADU subject to the requirements of this Sub-section (J) shall be designed as a simplified stylistic variation of its primary dwelling through the incorporation of the design elements listed in Sections 8 and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.
- b. Exterior changes to an existing accessory structure subject to the requirements of this Sub-section (J) shall comply with relevant requirements listed in Sections 8 and 9, and the South Pasadena Design Guidelines for ADU Development on Historic Properties.

8. Required Design Elements.

- a. **Roof type/pitch for new construction detached ADUs and accessory structure additions.** The roof type (flat, gable, hipped) shall match the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch (low, medium, steep) shall be similar to the primary dwelling/existing accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure as specified in the Design Guidelines for ADU Development on Historic Properties.
- b. **Roof material.** -The roof material type-New roof materials for a new construction detached ADU or an accessory structure conversion/addition shall match the primary dwelling or the existing accessory structure (if attached to the accessory structure), with the following exceptions. -Vinyl tiles and cement shakes are prohibited.
 - i. Composition shingle roofing is an acceptable alternative to wood shingle.

- ii. Cement tile roofing is an acceptable alternative to clay tile.
- iii. Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.

c. **Wall cladding type/material.** New cladding material (wood, wood composite, stucco, masonry) and orientation (horizontal or vertical) for a new construction detached ADU or an accessory structure conversion/addition ~~The cladding material (wood, stucco, masonry) and orientation (horizontal or vertical)~~ shall substantially match the primary dwelling or the existing accessory structure (if attached to the accessory structure). Cladding shall be differentiated from the primary dwelling/existing accessory structure cladding through color, profile, width, and/or texture.

d. **Door type/material.** New doors shall be made of the same or similar materials as those of the primary dwelling or the existing accessory structure (if attached to the accessory structure).

- i. **Accessory Structure Conversions/Additions.** Existing garage doors may be replaced with new doors or infilled, provided that the framing to the original opening is preserved.

e. **Window type/material.** New windows shall have the same orientation (vertical or horizontal) as the predominant window type on the primary dwelling or the existing accessory structure (if attached to the accessory structure). New windows shall be made of the same or similar materials as those of the primary dwelling/existing accessory structure. No window with any exposed vinyl material in whole or in part shall be permitted.

f. **Entrances and new windows in Junior Accessory Dwelling Units (JADUs).** JADU entrances and new windows, if required by Building Code, shall be located on a secondary (non-street facing) façade, or the façade that does not contain the main entrance to the primary dwelling (if on a corner lot property), where feasible.

4-9.9. Optional Design Elements. The following design elements shall be acceptable on the ADU if they are present on the primary dwelling/existing accessory structure: dormers, bay windows, arched windows, and shutters. If these elements are not present on the primary dwelling/existing accessory structure, they shall not be permitted on the ADU.

KJ. Short-term rentals. Short-term rentals. An accessory dwelling unit shall not be rented out for a period of less than 30 days. -The City may require a deed restriction to enforce this limitation, in a form approved by the City Attorney.

LK. Fees. An accessory dwelling unit application must be submitted to the City along with the appropriate fee as established by the City Council by resolution in accordance with applicable law.

1. The City may impose a fee on the applicant in connection with approval of an ADU for the purpose of defraying all or a portion of the cost of public facilities related to its development, as provided for in Government Code Sections 65852.2(f)(1) and 66000(b).
2. The City will not consider an ADU to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was part of an application for a new single-family dwelling.
3. The City shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. Units that are deed-restricted, that rent can be no more than 80% of Area Median Income (AMI), are exempt from impact fees.
4. The City shall collect school impact fees pursuant to the State Law for development of an ADU or JADU.

ML. Certificate of occupancy. A certificate of occupancy for an ADU or JADU shall not be issued before the issuance of a certificate of occupancy for the primary dwelling.”

SECTION 2. CEQA. The City Council hereby finds that the proposed Code amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15061(b)(3), which states the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It may be seen with certainty that there is no possibility this Zoning Code Amendment may have a significant effect on the environment.

SECTION 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

SECTION 4. Authority. This ordinance is enacted pursuant to Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937.

SECTION 5. Repeal of Prior Ordinance and Effective Date. Upon adoption of this ordinance, the Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in newspaper of general circulation within fifteen (15) days after its adoption. This Ordinance shall become effective 30 days after its passage. Upon the effective date of this Ordinance, the Urgency Ordinance No. _____, passed on December 15, 2021, shall be repealed and of no further effect.

PASSED AND ADOPTED by the City Council of the City of South Pasadena, State of California, on February _____, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Michael A. Cacciotti, Mayor

Attest:

Tameka J. Cook, Chief City Clerk

ATTACHMENT 2
ADU Design Guidelines for
Historic Properties Guidebook



Architectural
Resources Group

Architecture
Planning
Conservation



City of South Pasadena Design Guidelines for ADU Development on Historic Properties

Prepared for

City of South Pasadena

Prepared by

Architectural Resources Group

November 2, 2021

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Chapter 1

Introduction

This Chapter provides an overview of the Design Guidelines for Accessory Dwelling Unit (ADU) Development on Historic Properties. It establishes the purpose of the Design Guidelines, their application and use, and the approval process for ADU projects on historic properties and in historic districts.



Preface

In response to the statewide housing shortage, California State Government Code Section 65852.150, which pertains to the development of Accessory Dwelling Units (ADUs), has been amended to encourage denser development on single-family and multi-family residential properties. On October 9, 2019, Governor Gavin Newsom signed further changes to ADU regulations into law, which became effective in January 2020. The City of South Pasadena has implemented a number of measures to achieve compliance with the State legislation, while also protecting its historic resources.

In order to facilitate the ADU review process and provide a way for staff-level approval, the City has developed a set of Design Standards for ADUs on Historic Properties, incorporated into the ADU Ordinance (South Pasadena Municipal Code Chapter 36, Article 3, Section 36.350.200). These Design Guidelines for ADU Development on Historic Properties are intended to help homeowners to create an ADU that would not require discretionary review or approval by the Cultural Heritage Commission.

For many residents of South Pasadena, especially those living in a historic house, building an ADU will be their first chance to improve their property and express their creativity, adding to the built fabric of the City. While the City offers a streamlined review process for ADUs meeting the Design Standards in the ADU Ordinance, for those who wish to be more creative in their designs that may not meet the objective Design Standards, the ADU Ordinance provides procedures for review and approval by the Cultural Heritage Commission.

This project was made possible through State Certified Local Government (CLG) grant funding from the California Office of Historic Preservation (OHP) and National Parks Service (NPS).



Example of a historic Craftsman carriage house, the Victorian Blissner House (210 Orange Grove Ave)



Example of a creatively designed ADU that would need to be reviewed and approved by the Cultural Heritage Commission. Odom Stamps' Octagon built in 2009 (318 Fairview Ave)

Historic Overview of Accessory Structures

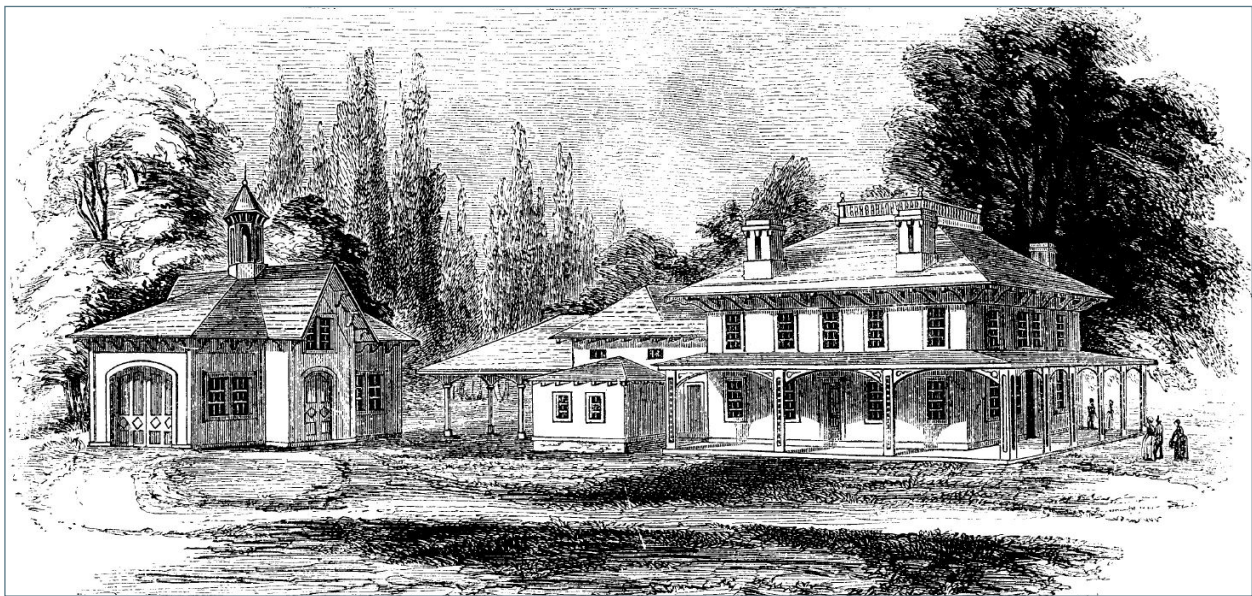
An understanding of the history and development of accessory structures and their relationship to the primary dwelling is helpful when undertaking an ADU project on a historic property.

Accessory structures in the late 19th and early 20th century (Victorian Era) were often quite ornate and featured a variety of architectural elements popular during the period, including complex roof forms, wood spindle work, and decorative shingle cladding. Nineteenth century pattern books, such as *Rural Architecture*, *Cottage Residences*, and *The Country House*, provided an array of ornate gardener's cottages, carriage houses, gate lodges, stables, and poultry houses.

During the Arts and Crafts period at the turn of the 20th century through the 1910s, accessory structures became more utilitarian. Agricultural uses gave way to carriage houses or garages that usually mimicked the style of the primary residence in a simplified manner and reduced scale. Popular pattern books and magazines such as *House Beautiful* and *Good Housekeeping* illustrated designs of affordable houses and garages.

In the 1920s and 1930s, accessory structures such as garages and pool houses also reflected modest versions of their primary residences, which were typically designed in various Period Revival idioms including Neoclassical, Spanish Colonial Revival, and Tudor Revival.

Early Modern and Mid-Century Modern residences of the 1920s through the post-World War II period typically had garages that were minimalist in design.



Example of a Victorian-Era carriage house, left of the primary residence (Lewis F. Allen, *Rural Architecture*, New York 1852)

South Pasadena: A City Rich with History

The City of South Pasadena, incorporated in 1888, possesses a wealth of intact historic resources including residences, public buildings, neighborhoods, and commercial districts. The excellent state of integrity of many of these resources attests to a community that has recognized the social and economic value of preserving and conserving its city’s history. This effort goes back more than 50 years, with the establishment of a Cultural Heritage Commission to advise the South Pasadena City Council in 1971. It is important to continue this legacy, encouraging new development that responds thoughtfully to the historic existing built environment.

South Pasadena’s landscape has played a pivotal role in the cultural history of the Los Angeles basin, even before European settlement. For the Tongva and Kizh people, the Arroyo Seco served as a natural fording place that allowed for the transport of people and goods across the San Gabriel Valley and toward the coast. After Spanish conquest, and under Mexican rule, the first adobe structures on the Rancho San Pasqual—the land grant that formed the basis for Pasadena, South Pasadena, and Altadena—were built in South Pasadena.

In 1888, South Pasadena became the sixth community to incorporate in Los Angeles County. By this time, the area was becoming a popular destination for wealthy Easterners escaping the winter, with attractions such as the Raymond Hotel and the Cawston Ostrich Farm. Companies including the California Fruit Growers Exchange (later Sunkist) carpeted the city in orange trees, and the fragrant groves and balmy weather of South Pasadena were touted nationwide. Widespread development followed swiftly, including winter homes for East Coast magnates, bohemian dwellings in the Arroyo Seco by the circle of the writer Charles Lummis, and middle-class single-family residences in newly platted neighborhoods.



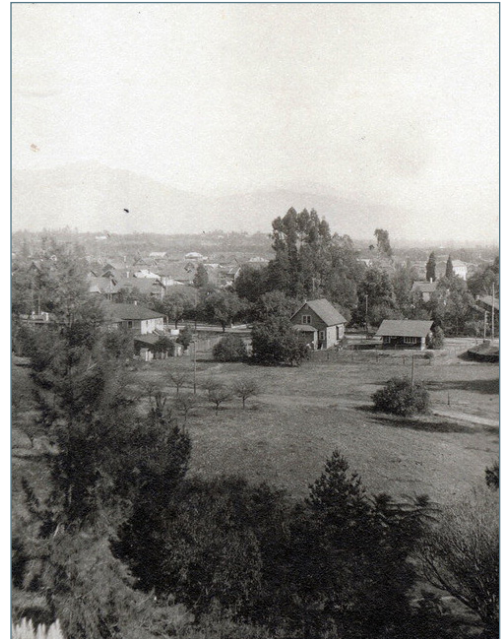
Houses on Buena Vista Street, n.d. (South Pasadena Public Library)

South Pasadena: A City Rich with History

The Craftsman style came to dominate residential development in South Pasadena between 1900 and 1925. Influenced by the English Arts and Crafts movement, the design idiom emphasized proportional and well-crafted wood-frame construction and simplified lines. The Craftsman style emerged in the greater Arroyo Seco and Pasadena area with the work of the architects Charles and Henry Greene, who designed both high-style mansions and simple bungalows; here it flourished and, with the help of pattern books and architectural journals, spread throughout the country.

In the 1920s and '30s, the rapidly growing residential neighborhoods of South Pasadena were populated with homes in a range of styles, including the Mission and Spanish Colonial Revival, Tudor Revival, and American Colonial Revival. These picturesque residences, set in a verdantly landscaped suburban setting, gave South Pasadena its reputation of small-town tranquility and authenticity connected to a dynamic urban core. Today, there are nine formally designated residential historic districts in South Pasadena, and several more that have been identified as eligible for recognition. Preserving and carefully adapting these neighborhoods for new generations of residents is crucial to honoring South Pasadena's rich cultural heritage.

The South Pasadena Design Guidelines for ADU Development on Historic Properties will help ensure the continued protection of the city's historical character and scale, a high priority in the South Pasadena General Plan, while addressing the important statewide concerns for allowing additional housing through facilitating the development of accessory dwelling units (ADUs) on properties within the city.



View of South Pasadena, 1908 (South Pasadena Public Library)



Home of Thaddeus Lowe, built 1880s, photo taken 1930 (South Pasadena Public Library)

Purpose of the ADU Design Guidelines

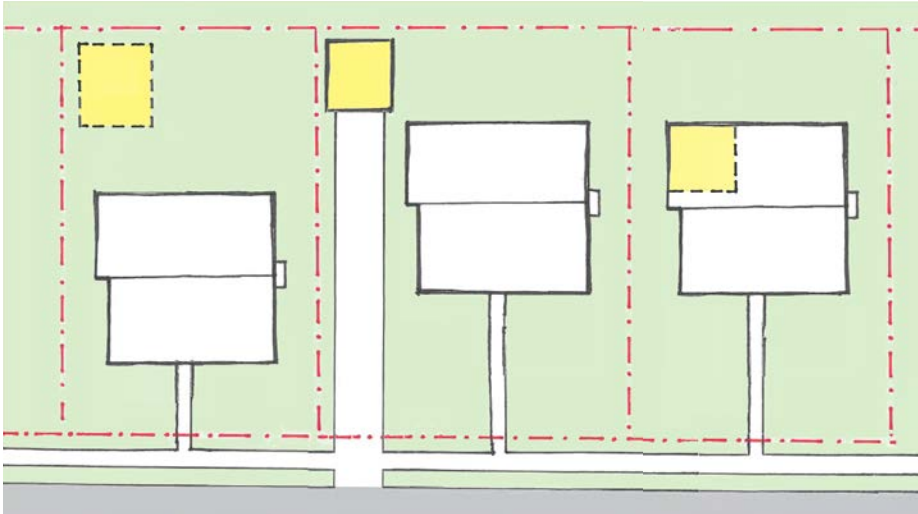
Design guidelines are one of many urban planning tools communities can use to encourage high-quality design and construction. This approach has been adopted and implemented in many Southern California communities.

The purpose of the South Pasadena Design Guidelines for ADU Development on Historic Properties is to preserve the historic and architectural character of the city by providing historic preservation guidance and resources for property owners and design professionals planning an ADU/JADU on a historic property or in a historic district. The guidelines will also be used by the City of South Pasadena Department of Planning and Building in evaluating such projects. The Design Guidelines provide suggestions on how best to build an ADU/JADU in a way that preserves the historic character and significant features of the historic property and/or historic neighborhood.

What’s an Accessory Dwelling Unit (ADU)? A Junior Accessory Dwelling Unit (JADU)?

An **Accessory Dwelling Unit (ADU)** is a residential unit added on an existing residential parcel. ADUs are subordinate to the main residence, generally due to their location on the lot and/or the smaller size of the unit. Also known as Secondary Units, Granny Flats, or In-Law Units, ADUs may be developed on an underutilized portion of a lot, within an existing accessory structure (i.e. a garage), or attached to an existing accessory structure. ADUs are independent units that have their own kitchens, bathrooms, and living areas. Additions to historic residences have to go through the Certificate of Appropriateness procedure outlined in the South Pasadena Cultural Heritage Ordinance.

A **Junior Accessory Dwelling Unit (JADU)** is a residential unit with its own entrance, built entirely within the existing footprint and square footage of the primary residential building. A JADU may share central systems (HVAC, water, electric), contain an efficiency kitchen or cooking facilities and a bathroom, or it may share a bathroom with the primary dwelling.



Newly constructed detached **ADU** on an underutilized portion of a lot

Existing accessory structure converted to an **ADU**

JADU built entirely within the existing building footprint

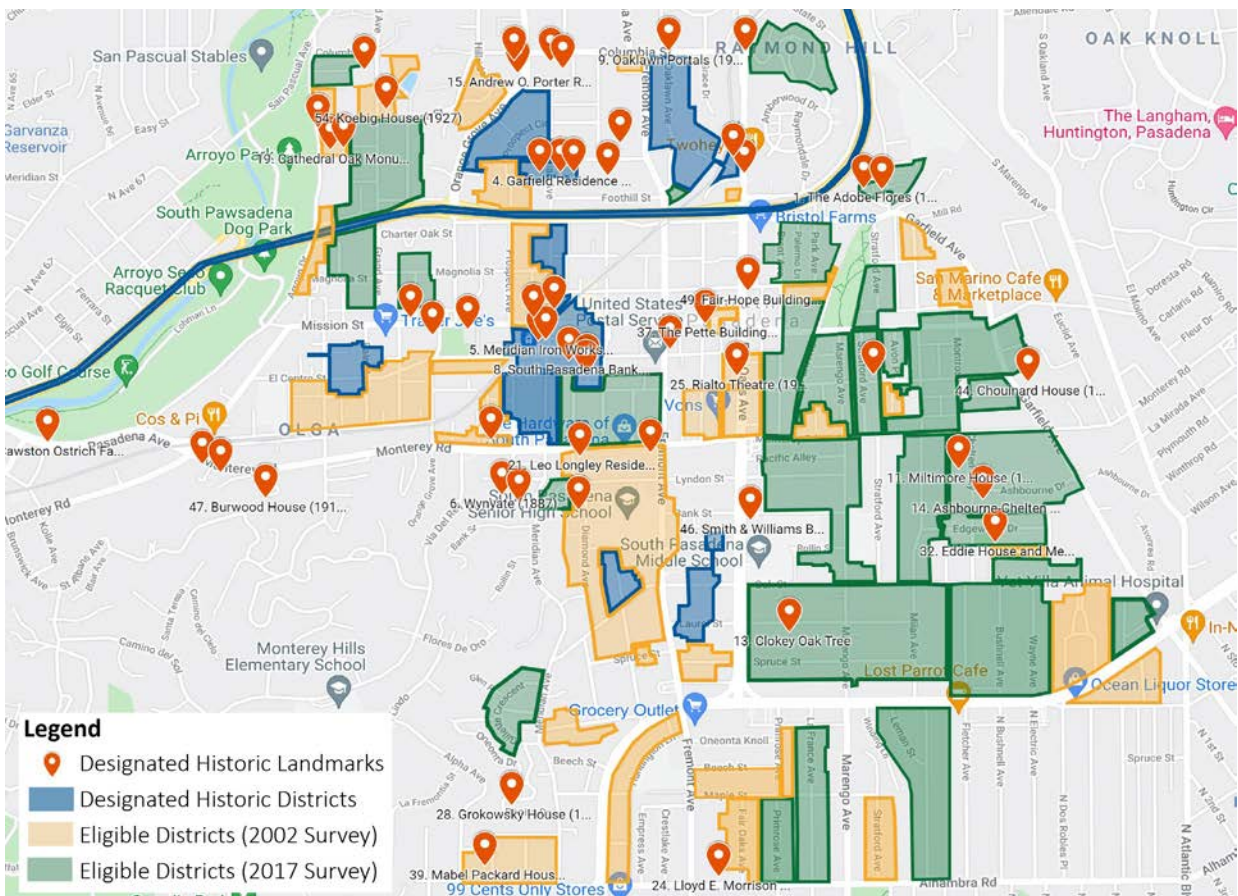
Application and Use of the Guidelines

These Design Guidelines are based on the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and are intended to complement the ADUs Design Standards for Historic Properties in the South Pasadena ADU Ordinance (South Pasadena Municipal Code, Ch. 36, Article 3, Section 36.350.200). These Design Guidelines are meant as a planning tool for projects involving individual properties and districts listed in the City's Inventory of Cultural Resources.

City of South Pasadena Inventory of Cultural Resources

The Inventory of Cultural Resources (the Inventory) is the City's formally adopted, official list of historic properties (South Pasadena Municipal Code Chapter 2, Article IVH, Section 2.64). The Inventory includes properties that are formally designated and listed in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), and/or the South Pasadena Register of Landmarks and Historic Districts (South Pasadena Register). It also includes properties that have been determined eligible for listing in the National Register, California Register, and South Pasadena Register. The Inventory contains 2,718 individual properties and contributors to historic districts.

The Inventory is composed of commercial, institutional, and residential properties. However, the vast majority of individual properties and historic districts are residential. These Design Guidelines provide guidance on best preservation practices and contextual design when planning an ADU or JADU project on a single- or multi-family residential property and/or within a residential historic district listed in the City's Inventory. For more information about the Inventory, see Chapter 5, Regulatory Framework.



Historic Landmarks and Districts in the City of South Pasadena

Approval Process

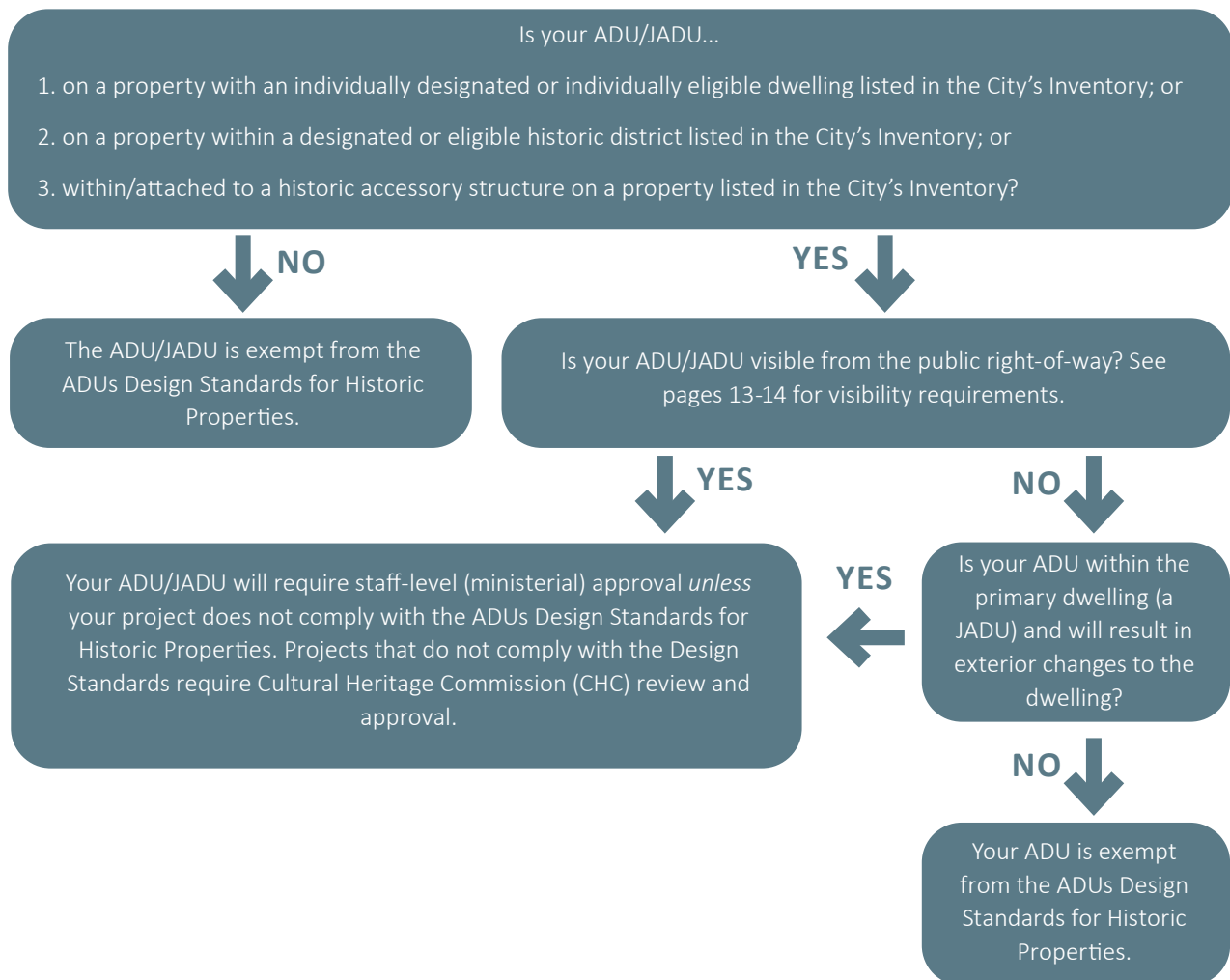
ADUs and JADUs

According to State ADU law (Section 65852.2 of the Government Code), ADU/JADU projects must be considered or reviewed ministerially (by staff), without discretionary review or a hearing. Under State law, cities may require that ADU/JADU projects on historic properties comply with design standards, provided that the standards are objective.

In compliance with State code, ADUs are permitted on historic properties and in historic districts where residential development or residential mixed-use development is allowed in South Pasadena. ADUs that include any exterior change to a historic property listed in the City's Inventory must comply with the ADUs Design Standards for Historic Properties, with a few exceptions (see below).

Because a proposal for an ADU to be attached to a historic residence requires discretionary review in order to protect the historic resource consistent with the California Environmental Quality Act (CEQA Guidelines Section 15331) and South Pasadena Cultural Heritage Ordinance, no attached ADUs are permitted for a historic residence in the city.

Even if your ADU/JADU project does not require compliance with the Design Standards, you are encouraged to use these Design Guidelines if your project is located on a historic property or in a historic district. Use the following flow chart to determine the type of approval your ADU/JADU will require.



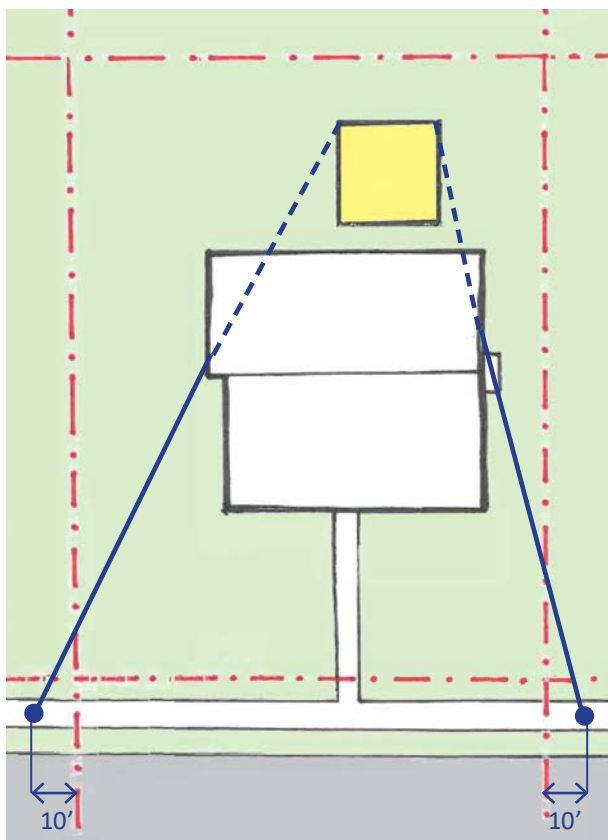
Visibility

Visibility from the Public Right-of-Way

For the purposes of the ADUs Design Standards and Design Guidelines for Historic Properties, visibility from the public right-of-way means the following:

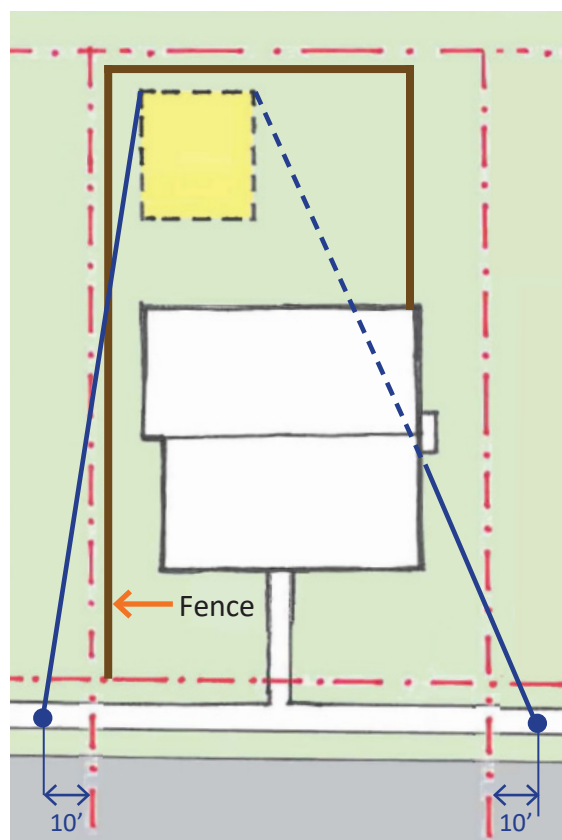
- Visibility of the structure from the street immediately in front of and within 10 feet on either side of any street-adjacent property line(s). This includes both adjacent streets for corner properties. Alleys are not considered public right-of-way for this purpose.
- Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.

Not Visible



This ADU is not visible from the public right-of-way immediately in front of and within 10 feet of the side property lines.

Visible



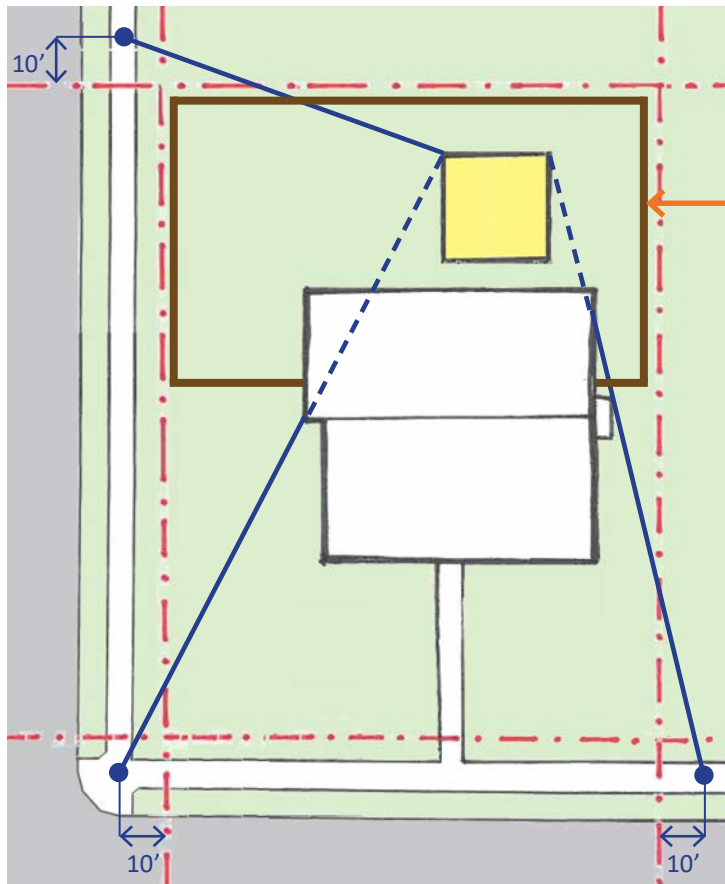
This ADU is visible from the public right-of-way on the left side of the dwelling. Note that fences, gates, vegetation, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.

Detached ADUs and accessory structure additions that are not visible from the public right-of-way are exempt from the ADUs Design Standards for Historic Properties.

Visibility

Visibility from the Public Right-of-Way

Both street adjacent property lines must be considered when addressing views from the public right-of-way on a corner lot property.



Vegetation, gates, fencing, and any other landscaping elements shall not be considered in determining visibility from the public right-of-way.

This ADU is visible from the public right-of-way on this corner lot property.

Chapter 2

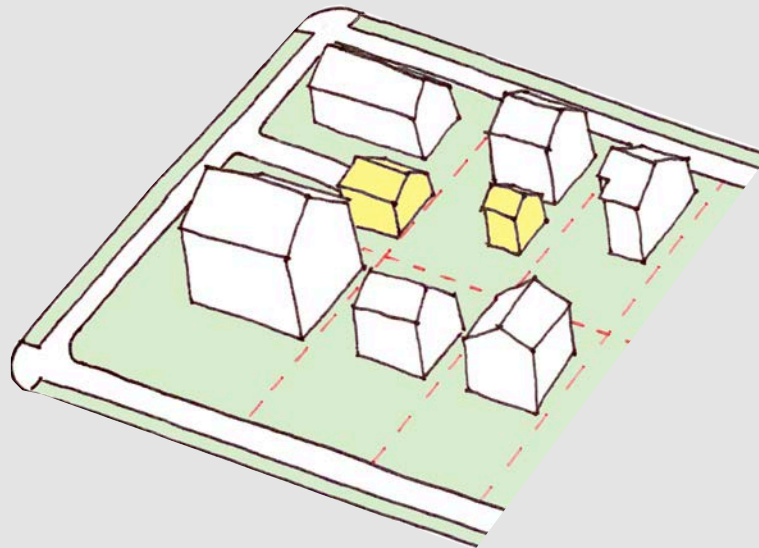
Planning Your ADU/JADU

This Chapter provides information on the issues that need to be addressed during the process of planning an ADU/JADU project on your historic property.

There are a number of items that should be considered before deciding to add an ADU/JADU on a historic property or within a historic district. The ADU's/JADU's location, height, size, setback restrictions, and orientation should be taken into account when planning your ADU/JADU project.

Generally, ADUs should:

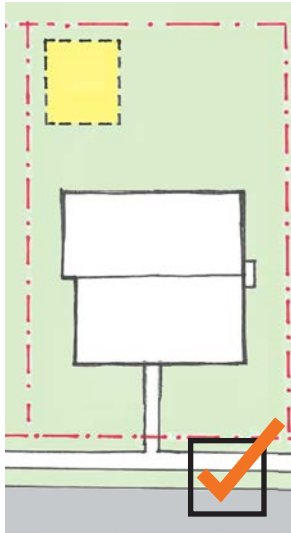
- Be located at the rear of the property (see pages 16-17);
- Be visually subordinate to the primary dwelling in height and square footage (see pages 19-20);
- Be compatible with the exterior architectural style, materials, and features of the primary dwelling (see Chapters 3 and 4); and
- Be designed to fit in with the fabric of the neighborhood or historic district in which it is located. The size, scale, and massing of the ADU should be compatible with that of the primary dwelling as well as its surrounding historic environment.



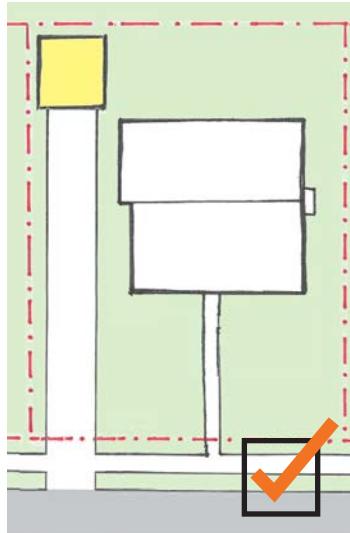
The above buildings highlighted in yellow represent an accessory structure conversion (left) and new detached ADU (right) that are compatible with the size, scale, and massing of their primary dwelling as well as the surrounding neighborhood.

Location

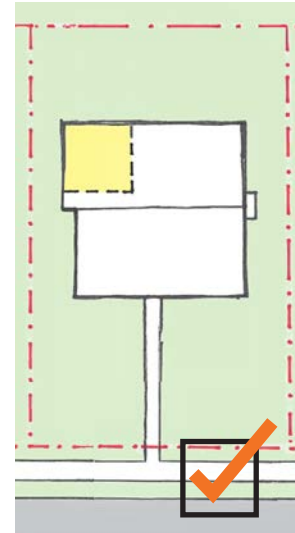
ADUs may be located:



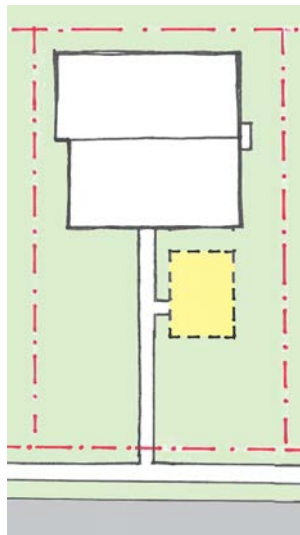
At the rear of the property, behind the primary dwelling



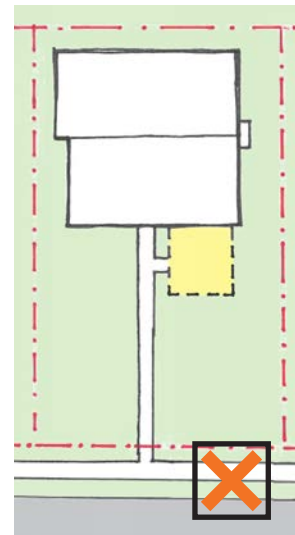
Within an existing converted and/or expanded accessory structure



Within the existing primary dwelling (JADU), provided it has its own exterior entrance

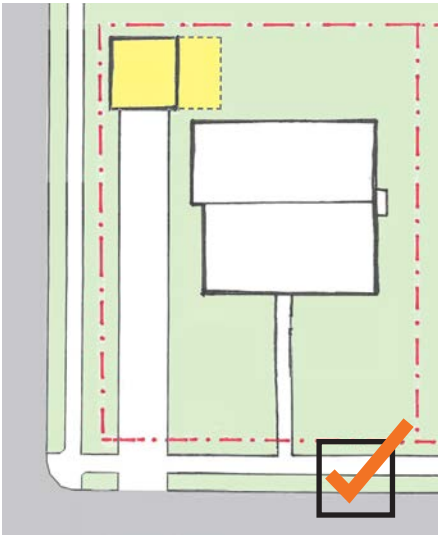


Only under rare circumstances are detached ADUs allowed in front of the primary dwelling. See page 18 for requirements.

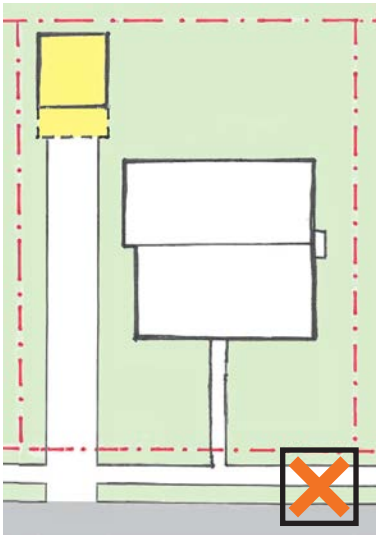


An ADU should never be attached to the front/main façade of the primary dwelling.

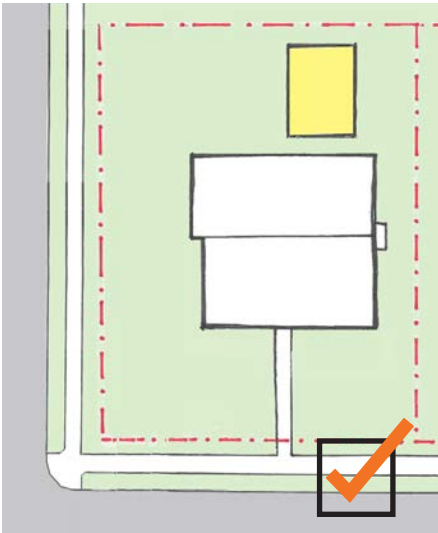
Location



When adding to an existing accessory structure, the addition should be attached to a non-street facing façade if possible, to minimize its visibility from the public right-of-way.

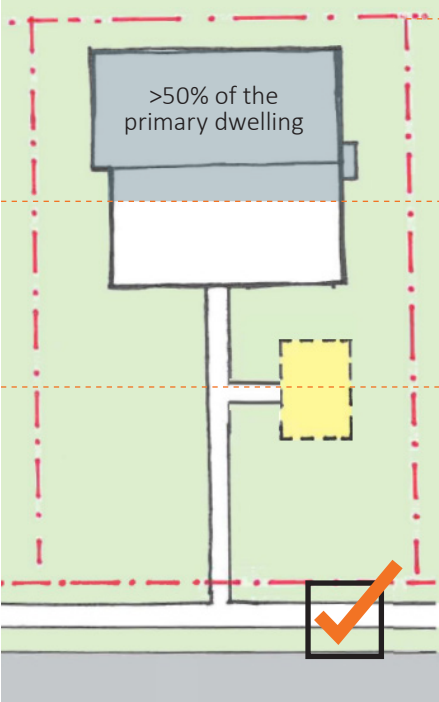


If the accessory structure is historic, the addition must not be attached to the front façade (the façade containing the main/vehicular entrance) of the structure.



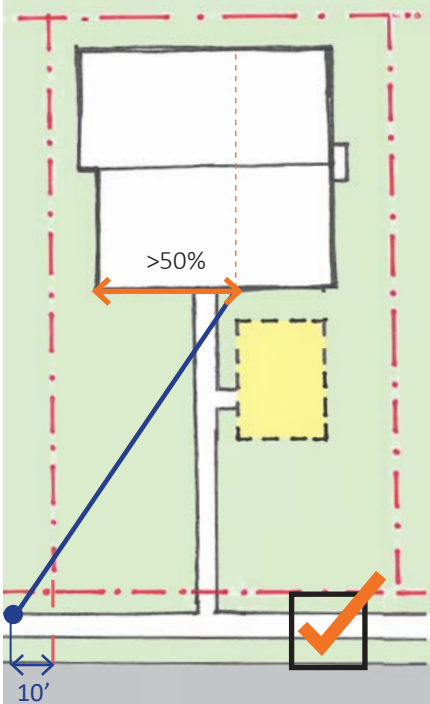
On a corner lot property, locate the ADU at the rear interior of the lot (away from both streets) if possible, to minimize its visibility from the public right-of-way.

Location



Rear 1/3 of the lot

If 50% or more of the primary dwelling is located at the rear 1/3 of a property and there is no other location on the property in which an 800 sf ADU could be added, a detached ADU is allowed in front of the dwelling.

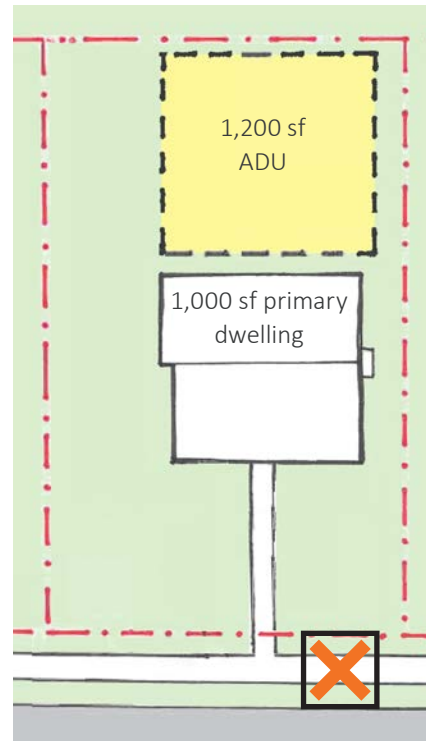
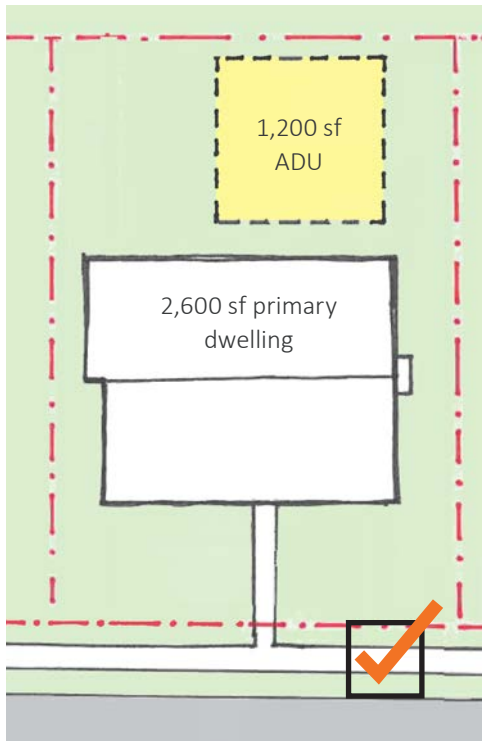


ADUs in front of the primary dwelling must not be in front of the main entrance or block visibility of more than 50% of the primary façade from the public right-of-way.

Size and Height

ADUs should be smaller in size than the primary dwelling. While detached ADUs are allowed up to 1,200 square feet, the size and scale of the historic dwelling should be considered when deciding how large your ADU will be.

For example, if your primary dwelling is 1,000 square feet, a 1,200-square-foot ADU is not recommended because it would be larger than the primary dwelling.



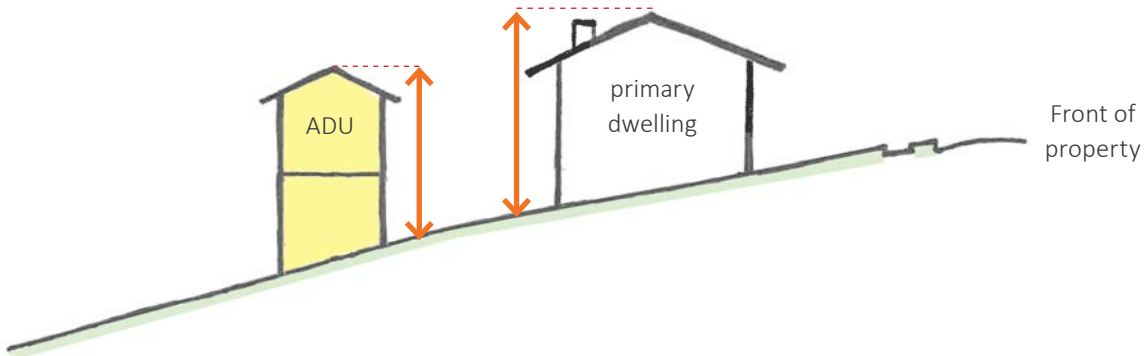
Size and Height

ADUs must be lower in height than the primary dwelling, with one exception. Even if a one-story, primary dwelling is less than 16 feet in height, the ADU is still allowed up to 16 feet in height.

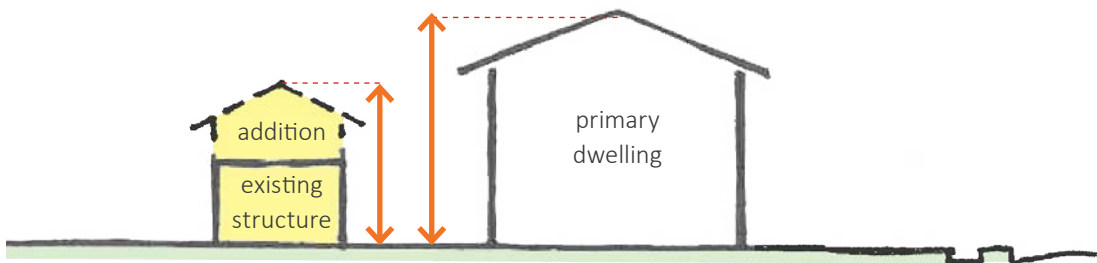


Two-story ADUs are allowed up to 18 feet in height for a flat roof or 22 feet in height for a pitched roof, as long as the ADU is lower than the height of the primary dwelling.

Two-story ADUs shall only be permitted when the primary dwelling is two stories in height, with the following exception. If the historic property is located on a hillside lot, a two-story ADU is allowed if it is located downslope and at the rear of the property so that it is lower in height than the primary dwelling.

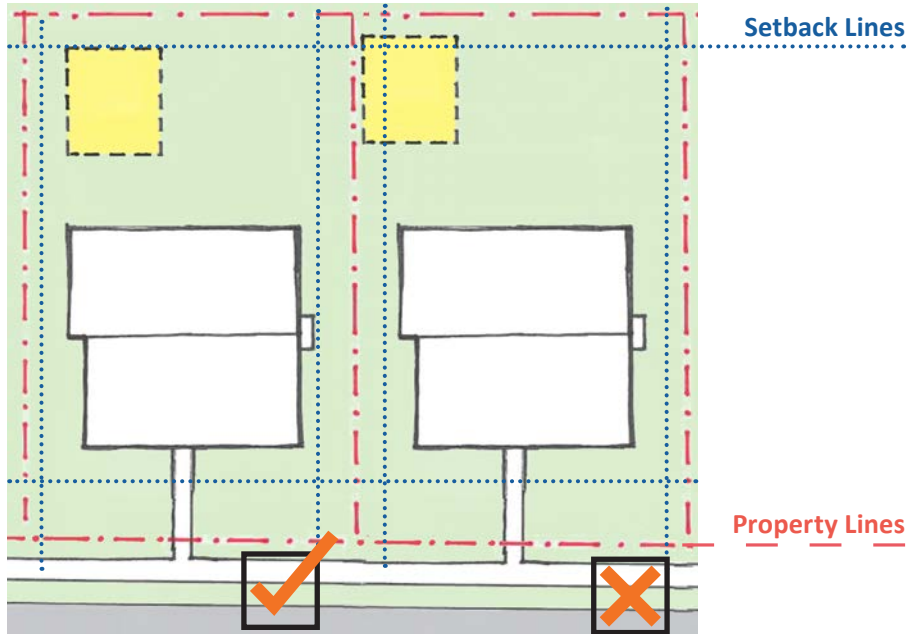


If an addition is constructed above an existing accessory structure, the total structure (including the addition) must be lower in height than the primary dwelling, with one exception. Even if a one-story, primary dwelling is less than 16 feet in height, the structure is still allowed up to 16 feet in height.



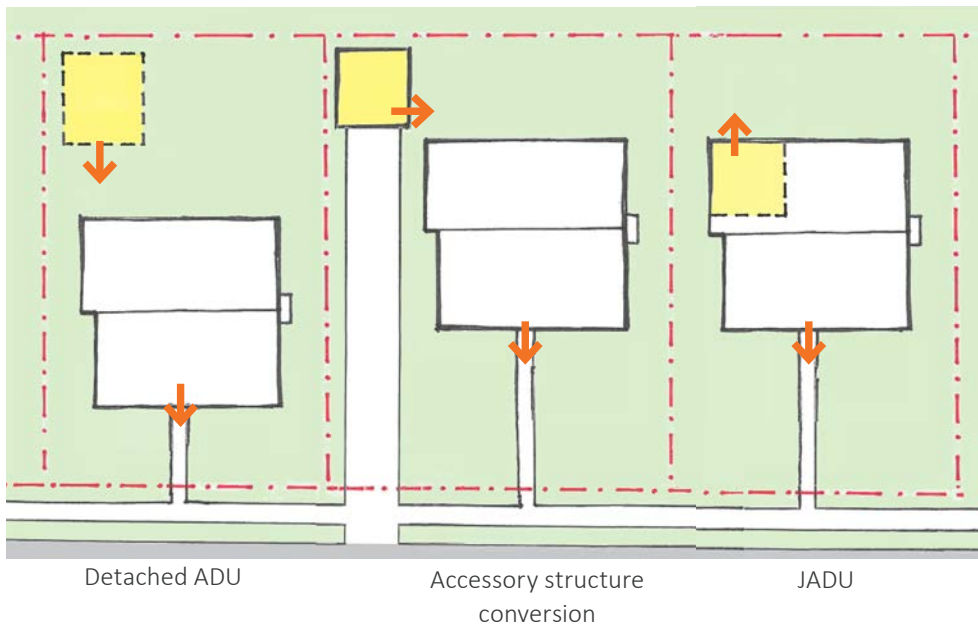
Setbacks and Orientation

Newly constructed ADUs and accessory structure additions must meet the setback requirements set forth in the South Pasadena ADU Ordinance.



Newly constructed, detached ADUs should generally face the same direction as the primary dwelling. In some cases, such as on a corner lot or on a through lot with alley frontage, the entrance may face a different direction than the primary dwelling.

The orientation of accessory structure conversions/additions and JADUs may vary depending on the location and orientation of the existing accessory structure and primary dwelling.



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Chapter 3

Designing Your ADU/JADU

This Chapter provides guidance on how to design an ADU/JADU that is compatible with the historic character, style, and design elements of your historic property.



Courtesy of Nott & Associates

Overall Design Principles

The design, features, and materials of your ADU will vary slightly depending on the type of residential unit (accessory structure conversion/addition, JADU, or new detached ADU) you plan to build, as well as the historic character of the neighborhood in which your property is located.

In general, all ADUs/JADUs should comply with the following:

- An ADU should be constructed of materials that are similar to the primary dwelling and neighborhood context in scale, color, and texture.
- An ADU's architectural features and details should be similar to the primary dwelling and neighborhood context in overall character, but with minor variations to differentiate the ADU/JADU from the historic building.
 - For example, single-light, double-hung wood windows may be appropriate on an ADU if the primary dwelling has multi-light, double-hung wood windows.
- Avoid copying the style of the primary dwelling exactly or using conjectural features that may create a false sense of history.
- The new design, architectural features, and details of the ADU should be simple and modest so as not to detract from the primary dwelling.
- Decorative stylistic elements, such as quoins, half-timbering, turrets, ornamental grilles, and decoratively carved wood details, should be avoided when designing an ADU.
- The pattern and orientation (i.e. horizontal or vertical) of the ADU's/JADU's windows and doors should relate to those on the primary dwelling.

HISTORIC ARCHITECTURAL STYLES

Refer to Chapter 4 to learn more about the historic architectural styles most commonly found in South Pasadena's residential neighborhoods. The ADU/JADU should relate to the primary dwelling's architectural style.

ADU Types

Accessory Structure Conversions and/or Additions

Converting and/or expanding an existing accessory structure, like a garage, may be an appropriate way to add an ADU to your property.



Example of a historic accessory structure conversion (courtesy of Louisa Van Leer Architecture)

HISTORIC ACCESSORY STRUCTURES

Before making any changes to an existing accessory structure, it must first be determined whether the accessory structure is considered to be historic.

ADU Types

Detached ADUs and JADUs

If you have limited space available on your property to add a new residential unit, consider adding a JADU within the existing footprint and square footage of your dwelling.

If space allows, a new detached ADU may be added to your historic property.



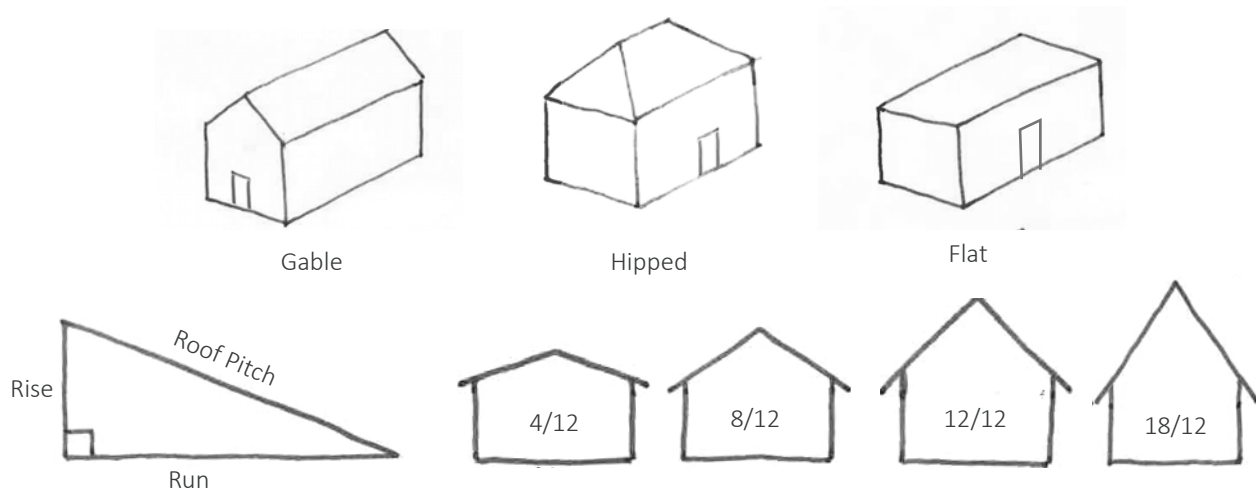
Example of a new detached ADU located on a Craftsman residential property (courtesy of Louisa Van Leer Architecture)

Design Elements

Roofs and Wall Cladding

Roofs

- The ADU roof type must match the roof type of the primary dwelling or existing accessory structure (if attached to the accessory structure). The roof pitch must be similar to the primary dwelling/accessory structure and within the roof pitch range that is appropriate for the architectural style of the dwelling/structure. Refer to Chapter 4 for information on acceptable roof pitches by style. Following are the roof types and pitches most commonly found on South Pasadena's historic residential properties.



- In most instances, the ADU roof material should match the primary dwelling/accessory structure. Exceptions include the following:
 - Composition shingle roofing is an acceptable alternative to wood shingle.
 - Cement tile roofing is an acceptable alternative to clay tile.
 - Solar shingle roofing is an acceptable alternative to asphalt composition or wood shingle roofing.
- Vinyl tiles and cement shakes are prohibited.

Wall Cladding

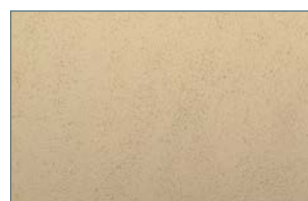
- In most instances, the ADU wall cladding needs to match the cladding of the primary dwelling or the existing accessory structure (if attached to the accessory structure) in material and orientation (i.e. horizontal or vertical). Exceptions include the following:
 - Wood composite siding is an acceptable alternative to wood siding.
- The ADU's cladding must be differentiated from the primary dwelling/accessory structure in color, profile, and/or width.



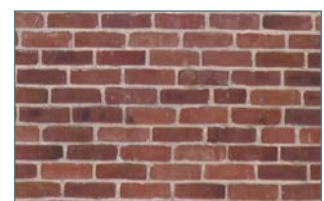
Wood clapboard



Wood shingle



Stucco (sand/float finish)



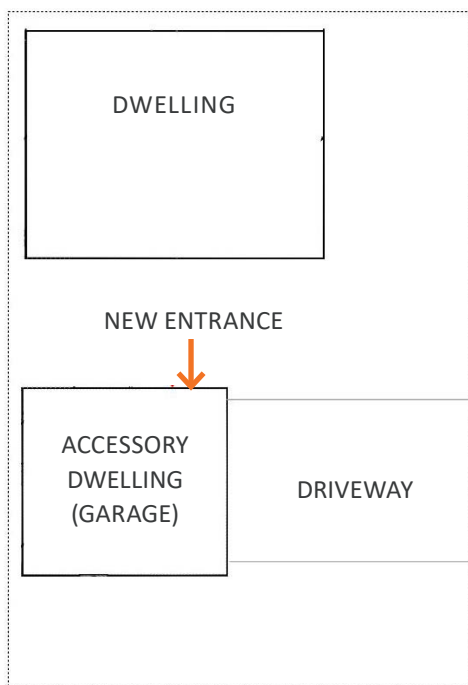
Brick

Design Elements

Entrances

Entrances

- If the original garage door on an accessory structure will remain in place after the ADU conversion, consider adding a new pedestrian door on the side façade rather than within the garage door.
- JADU entrances must be located on a secondary (non-street facing) façade, or the façade that does not contain the main entrance to the primary dwelling (if on a corner lot property).
- Detached ADU entrances should generally be oriented to face the same direction as the primary dwelling's entrance.
- Entrances may consist of a porch or stoop. Avoid adding highly decorative elements, such as decoratively carved posts or stone veneer cladding, to the porch/stoop.



Site plan



New ADU entrance located on a secondary (non-street facing) façade of the accessory structure



Entrance porch



Entrance stoop

Design Elements

Doors

Doors

- ADU doors must be made of the same or similar materials as those of the primary dwelling or the existing accessory structure (if attached to the accessory structure).
 - Wood-clad, clad-wood, and composite wood doors are acceptable.
- Doors may or may not incorporate glazing. While simple paneling is acceptable, avoid any highly decorative design elements applied to or carved into the door or glazing.
- Garage doors may be replaced with new doors or infilled, provided that the framing to the original opening is preserved.



Paneled wood door



Paneled wood door with glazing



Existing (non-historic) garage doors on accessory structure



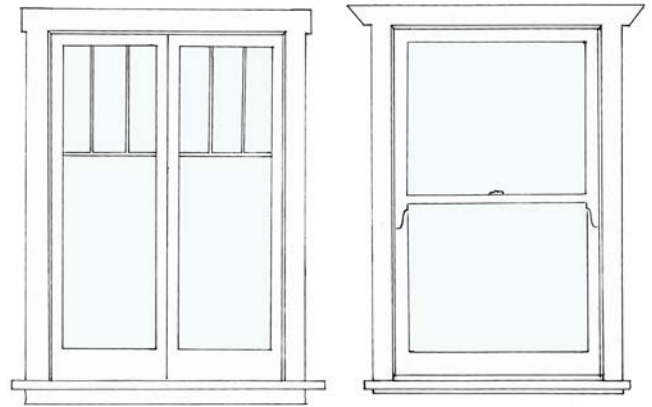
ADU conversion with French door infill retaining original garage door opening

Design Elements

Windows

Windows

- ADU windows must have same the orientation (i.e. horizontal or vertical) as the primary window type on the primary dwelling or the existing accessory structure (if attached to the accessory structure).
- Windows must be made of the same or similar materials as those of the primary dwelling/accessory structure.
 - Wood-clad, clad-wood, and composite wood windows are acceptable.
 - Dual-glazed windows are acceptable.
 - Vinyl windows are unacceptable in all circumstances.



Casement (left) and double-hung (right) windows are common historic window types

Chapter 4

Historic Architectural Styles

This Chapter provides an overview of the historic residential architectural styles in South Pasadena and lists the common character-defining features and materials of each style. This guide is intended to help determine the appropriate architectural features and materials that should be applied when designing your ADU.

Note: highly decorative stylistic elements, such as quoins, half-timbering, ornamental grilles, and decoratively carved wood details, should be avoided when designing an ADU. For these reasons, these ornamental features are not discussed in detail in this chapter.

Styles found in this Chapter include:

- Victorian-Era Styles
- Craftsman
- Prairie
- Mediterranean and Indigenous Revival Styles
- Tudor Revival
- Neoclassical
- Italian Renaissance Revival
- French Revival Styles
- Colonial Revival Styles
- Early Modern Styles
- Minimal Traditional
- Ranch
- Mid-Century Modern



Victorian-Era Styles

Queen Anne, Shingle, American Foursquare, Neoclassical Cottage

Victorian-Era architecture became popular in the United States during the 1860s when new advances in construction (i.e. the creation of the lighter wood “balloon” framing and wire nails) allowed for more complicated building forms. Victorian-Era architecture was further popularized during the Centennial celebrations of 1876, becoming the dominant architectural idiom of the 19th century. Victorian-Era architecture is loosely derived from Medieval English and classical precedents, typically featuring vertical massing, multi-colored or multi-textured walls, steeply pitched roofs, asymmetrical façades, and classical detailing. The architectural idiom includes elaborate styles such as Queen Anne and Shingle (characterized by its wood shingle siding). These early, more embellished and complex examples were typically designed by professionally trained architects and builders. As these new architectural types gained popularity, more modest examples, such as the American Foursquare and Neoclassical Cottage types, proliferated across the country. By the turn of the century, Victorian-Era architecture had moved out of favor, replaced with America’s first truly modern styles, Craftsman and Prairie.

The following style subsets fall under Victorian-Era architecture:



Queen Anne



Shingle



American Foursquare



Neoclassical Cottage

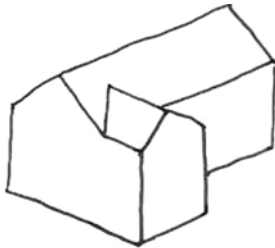
Victorian-Era Styles

Common Design Elements

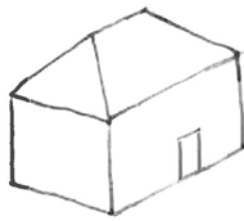
The following are typical design elements found on Victorian-Era dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

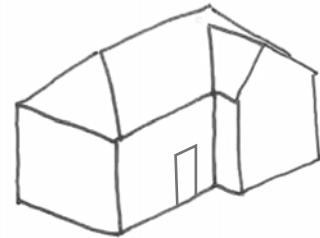
Victorian-Era dwellings typically have steep-pitch (between 8/12 and 18/12) gable or hipped roofs with open or boxed eaves. Hipped roof dormer windows are common.



Cross gable



Hipped



Combination gable and hipped



Hipped roof dormers

Wall Cladding

Victorian-Era dwellings typically have narrow wood clapboard siding (between 3" and 4" wide). Some residences are clad in wood shingles as either the primary siding type or as decorative accent cladding.



Wood clapboard siding



Wood shingle siding (coursed)



Wood shingle siding (variegated)

Victorian-Era Styles

Common Design Elements

Porch Types

Victorian-Era dwellings typically have partial-width, full-width, or wraparound entrance porches.



Partial-width recessed porch



Partial-width porch



Full-width projecting porch with wood railing



Wraparound porch with wood railing

Victorian-Era Styles

Common Design Elements

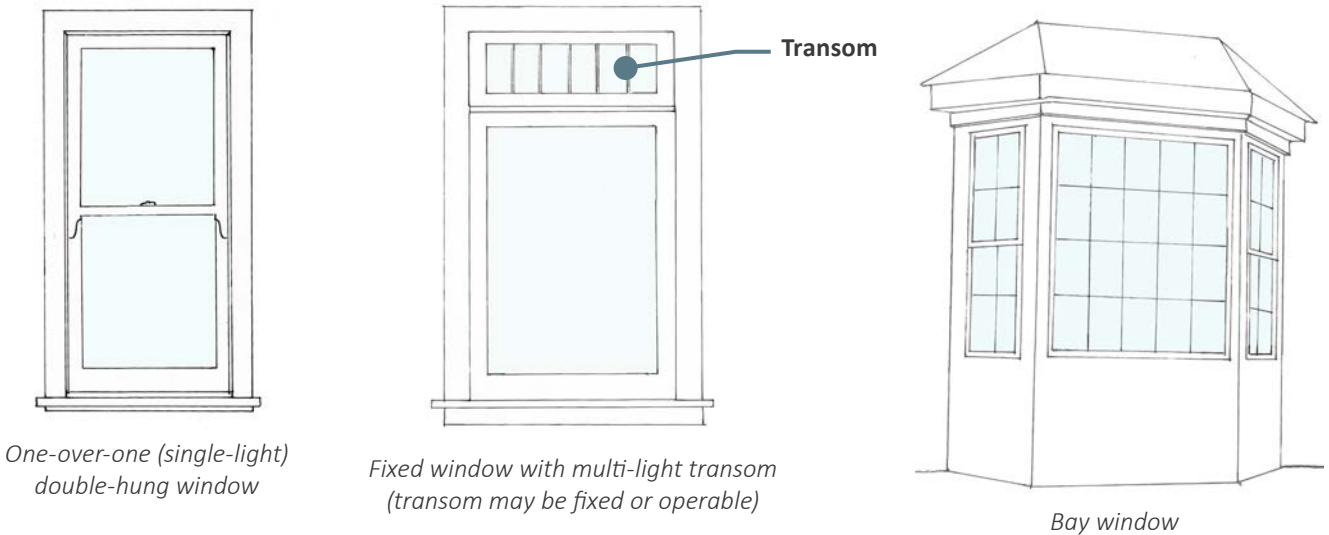
Door Types

Victorian-Era dwellings have wood doors, which are usually paneled and sometimes partially glazed.



Window Types

Victorian-Era dwellings have wood windows. Common window types include narrow double-hung and fixed picture windows, typically with transoms. Bay windows may also be found.



Craftsman

The Craftsman style is a regional style that drew inspiration from the English Arts and Crafts movement at the turn of the 20th century and adapted its tenets for a highly local architectural phenomenon, drawing on local climate and materials. It proliferated at a time during which Southern California was experiencing tremendous growth in population, expansion of homeownership, and new aesthetic choices. The style was popularized by magazines such as *Residence Beautiful* and *Architectural Record*, and pattern books, which published plans and even provided pre-cut packages of details and lumber for individual assembly. Craftsman architecture combines Swiss and Japanese elements with the artistic values of the Arts and Crafts movement. Craftsman dwellings typically feature horizontal massing, low-pitched roofs, and exposed wood structural elements. The style began to lose popularity in the 1920s with the emergence of Period Revival styles.

Following are examples of the Craftsman Style:



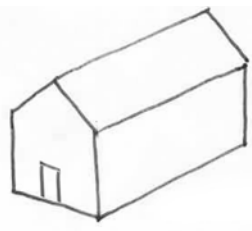
Craftsman

Common Design Elements

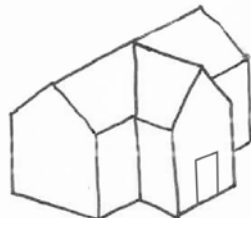
The following are typical design elements found on Craftsman style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

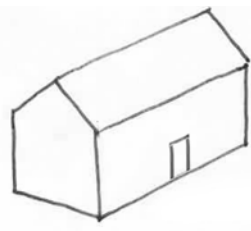
Craftsman style residences typically have low-pitch (between 2/12 and 4/12) gable roofs with wide, open eaves, and exposed wood structural elements. Dormer windows are also common.



Front gable



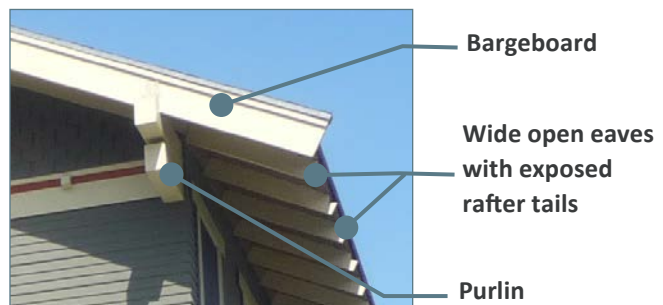
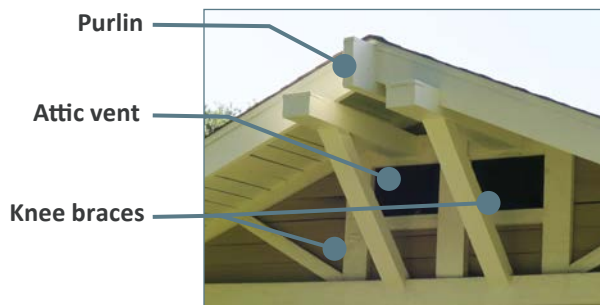
Cross gable



Side gable



Gable roof dormer



Common roof elements

Wall Cladding

Craftsman residences typically have narrow wood clapboard (between 3" and 4" wide) or wood shingle siding. Stucco is less common and is typically used as a secondary cladding material.



Wood clapboard siding



Wood shingle siding (coursed)



Stucco cladding (sand/float finish)

Craftsman

Common Design Elements

Porch Types

Craftsman style dwellings typically have partial-width or full-width entrance porches. Wraparound porches are less common.



Partial-width projecting porch



Partial-width projecting porch with wood knee wall



Full-width porch with low stone wall



Full-width porch with wood railing

Craftsman

Common Design Elements

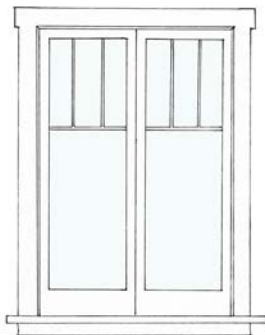
Door Types

Craftsman style dwellings have wood doors, which are sometimes paneled and/or partially glazed.

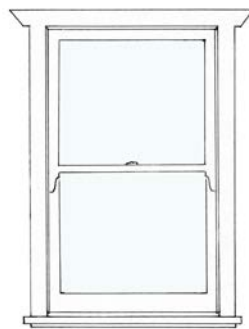


Window Types

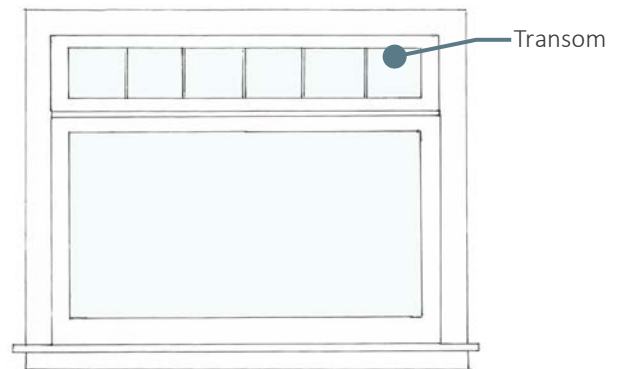
Craftsman style dwellings have wood windows. Common window types include double-hung and fixed/picture windows, sometimes used in combination (as a tripartite window), as well as casement (often in pairs or groups).



Paired casement windows with divided lights at the top



One-over-one (single-light) double-hung window



Fixed window with transom (which may be operable or inoperable)

Prairie

The Prairie style was developed by a group of late 19th-century Midwestern architects who practiced in a modern style inspired by the flat landscape and vernaculars of the American heartland. Among this school, it was eminent architect Frank Lloyd Wright who brought the style to its greatest refinement and renown. Wright's Prairie style dwellings evince what would come to be known as the idiom's defining characteristics: two-story structures with horizontal massing, rectangular masonry piers, jutting square porches, and wide eaves. Ornamentation is sparse and rectilinear. Popularized by pattern books, the Prairie style gained prominence in the United States after 1900. In Southern California, architects working in the Craftsman style adopted the Prairie style as an alternative modern idiom: its light-colored, stucco-clad volumes offered a contrast to the Craftsman's dark wood. Nonetheless, the Prairie style never rivaled the regional popularity of the California Craftsman; the style fell out of favor nationally by 1920.

Following are examples of the Prairie Style:



Prairie

Common Design Elements

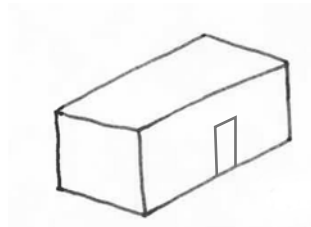
The following are typical design elements found on Prairie style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

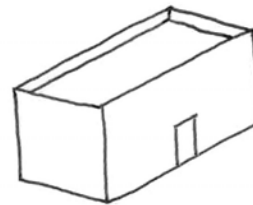
Prairie style dwellings typically have low-pitch (between 2/12 and 4/12) hipped or flat roofs (with or without parapets) and wide, boxed eaves with brackets.



Hipped



Flat



Flat with parapet



Wide boxed eaves

Brackets

Common roof elements

Wall Cladding

Prairie style dwellings typically have smooth stucco cladding.



Stucco cladding (sand/float finish)

Prairie

Common Design Elements

Porch Types

Prairie style dwellings typically have partial-width or full-width entrance porches. Wraparound porches are less common.



Partial-width projecting porch



Partial-width projecting porch with low stucco wall

Door Types

Prairie style dwellings have wood doors, which are sometimes paneled and/or partially glazed.

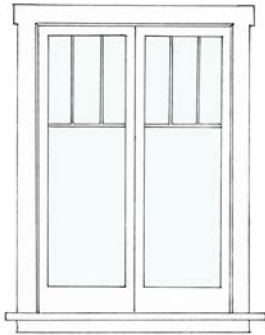


Prairie

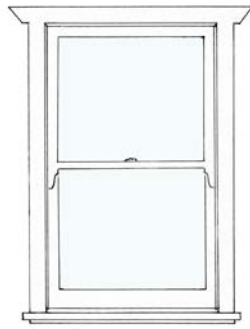
Common Design Elements

Window Types

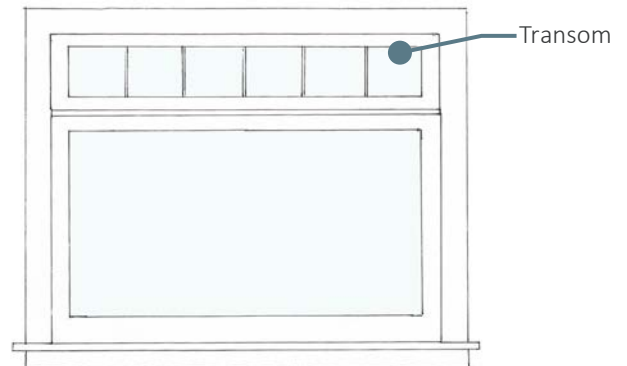
Prairie dwellings have wood windows. Common window types include double-hung and fixed/picture windows, sometimes used in combination (as a tripartite window), as well as casement (often in pairs or groups).



Paired casement windows with divided lights at the top



One-over-one (single-light) double-hung window



Fixed window with transom (which may be operable or inoperable)

Mediterranean and Indigenous Revival Styles

Spanish Colonial Revival, Mediterranean Revival, Mission Revival, Monterey Revival, Adobe

The Mediterranean and Indigenous Revival Styles have enjoyed favor in Southern California since the 1890s for their suitability to the region's balmy climate and association with early California history. The first of these styles to gain ascendancy, the Mission Revival, directly adapted the idioms of California's late 18th-century Spanish missions, featuring white stucco cladding, red tile roofs, covered arcades, and bell-shaped parapets. Fashionable from 1890 through World War I, the style was soon followed by the Spanish Colonial Revival style, a massively popular architectural mode of the 1920s and 1930s. Less prolific than the Spanish Colonial Revival idiom, the Monterey Revival, which features a cantilevered wooden balcony after the colonial architecture of Monterey Bay, appeared as a variation in affluent enclaves.

The Mediterranean Revival, a related style inspired by the architecture of Italy, also flourished during this era. It is distinguished from the Spanish Revival by a hipped roof and more formal, often symmetrical massing. The Adobe Revival, which saw a return to the mudbrick construction techniques of the colonial era and its indigenous antecedents, was less prolific in the South California region. With the cultural and economic changes of World War II, these revival styles fell out of fashion.

The following style subsets fall under Mediterranean and Indigenous Revival architecture:



Mission Revival



Spanish Colonial Revival



Monterey Revival



Mediterranean Revival



Adobe

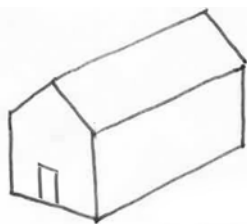
Mediterranean and Indigenous Revival Styles

Common Design Elements

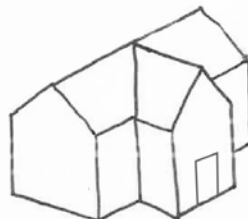
The following are typical design elements found on Mediterranean and Indigenous Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

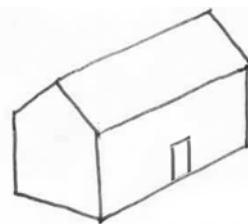
Mediterranean and Indigenous Revival style dwellings typically have low-pitch (between 2/12 and 4/12) gable roofs with shallow eaves, or flat roofs with parapets. Mission style residences have bell-shaped parapets. Clay tile is a common roofing material.



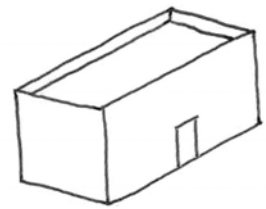
Front gable



Cross gable



Side gable



Flat with parapet



Bell-shaped parapet



Clay tile

Wall Cladding

Mediterranean and Indigenous Revival style dwellings typically have smooth or trowelled stucco cladding. Stucco was historically hand troweled (applied) and contained smaller particles (aggregate) of sand for a smoother appearance.



Stucco with different trowel patterns

Stucco, sand/float finish

Mediterranean and Indigenous Revival Styles

Common Design Elements

Porch Types

Mediterranean and Indigenous Revival dwellings typically have projecting or recessed porches or stoops. Entrance courtyards or patios may also be found, and balconies are characteristic of Monterey Revival dwellings.



Partial-width projecting porch



Entrance stoop



Patio entrance



Balcony (characteristic of Monterey Revival residences)

Mediterranean and Indigenous Revival Styles

Common Design Elements

Door Types

Mediterranean and Indigenous Revival style dwellings usually have wood doors, which are sometimes arched, paneled, and/or partially glazed.



Arched



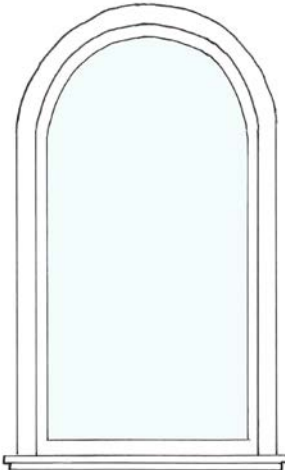
Paneling

Mediterranean and Indigenous Revival Styles

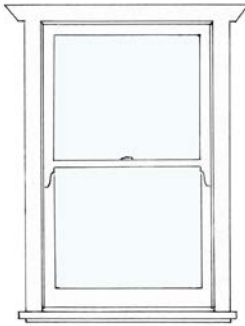
Common Design Elements

Window Types

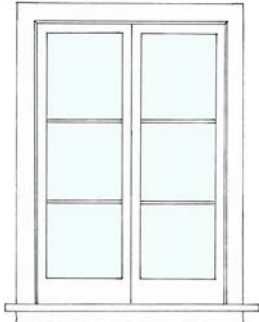
Mediterranean and Indigenous Revival style dwellings typically have wood windows. Common window types include double-hung and casement (either wood or steel). Arched fixed/picture windows and bay windows are also common.



Arched window



One-over-one (single-light) double-hung window



Casement window



Bay window



Window shutters may be found on Monterey Revival style residences. They are not appropriate on other Mediterranean and Indigenous Revival style residences.

Tudor Revival

The Tudor Revival style was loosely based on a variety of Medieval and 16th/17th century English building traditions, ranging from thatched roof Tudor cottages to grandiose Elizabethan and Jacobean manor residences. The first Tudor Revival style residences appeared in the United States at the end of the 19th century. These residences were typically elaborate and architect-designed. Much like other Period Revival styles, Tudor Revival architecture became extremely popular during the 1920s population boom in Southern California. Masonry veneering techniques of the 1920s and '30s helped to further disseminate the style, as even modest residences could afford to mimic the brick and stone exteriors of traditional English designs. The popularity of the Tudor Revival style waned during the Great Depression as less ornate building designs prevailed. Although the style continued to be used through the 1930s, later interpretations of Tudor Revival architecture were much simpler in terms of form and design.

Following are examples of Tudor Revival architecture:



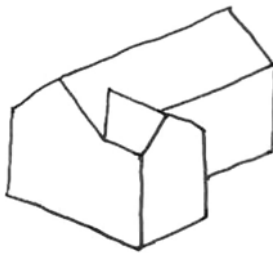
Tudor Revival

Common Design Elements

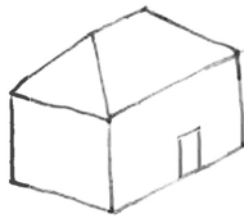
The following are typical design elements found on Tudor Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

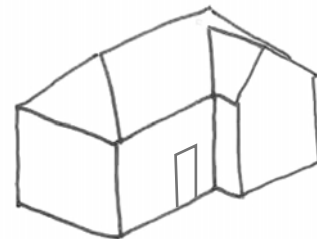
Tudor Revival style dwellings typically have steep-pitch (between 8/12 and 18/12) gable or hipped roofs with shallow, open eaves.



Cross gable



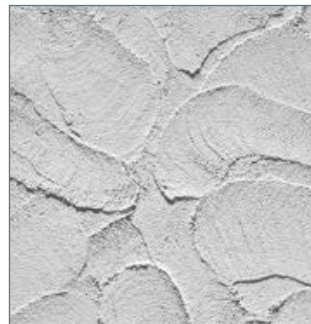
Hipped



Combination gable and hipped

Wall Cladding

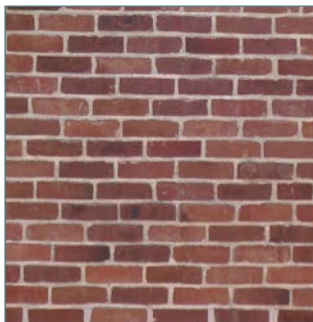
Tudor Revival style dwellings typically have smooth stucco cladding or brick veneer walls. Stucco was historically hand troweled (applied) and contained smaller particles (aggregate) of sand for a smoother appearance.



Stucco with different trowel patterns



Stucco, sand/float finish



Brick

Tudor Revival

Common Design Elements

Porch Types

Tudor Revival style dwellings typically have projecting or recessed porches or stoops. Some Tudor Revival dwellings have courtyard or patio entrances.



Recessed entrance stoop



Entrance stoop



Patio entrance



Recessed entrance porch

Tudor Revival

Common Design Elements

Door Types

Tudor Revival style dwellings usually have wood doors, which are sometimes arched, paneled, and/or partially glazed.



Glazing

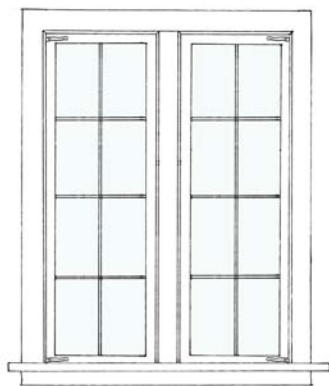


Paneling

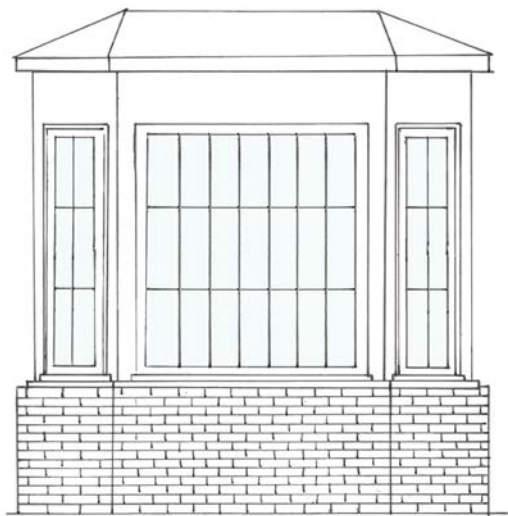


Window Types

Tudor Revival style dwellings typically have wood casement windows. Steel windows are less common. Bay windows may also be found.



Casement windows



Bay window

Neoclassical

The Neoclassical style is inspired by the architecture of ancient Greece and Rome. Its followers interpreted Greco-Roman classicism through the curriculum of the first professional school of architecture, the Parisian École des Beaux-Arts. The idiom was introduced to the American public in the lavish pavilions of the 1893 World's Columbian Exposition in Chicago. It remained popular in institutional, commercial, and residential architecture for the next six decades. Residences in the Neoclassical style are characterized by front porticoes or porches with double-height columns, symmetrical massing, and simply ornamented wall surfaces.

Following are examples of the Neoclassical style:



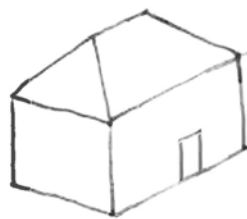
Neoclassical

Common Design Elements

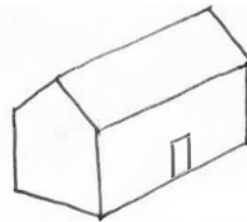
The following are typical design elements found on Neoclassical style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Neoclassical style dwellings typically have low-pitch (between 2/12 and 4/12) hipped or side gable roofs with shallow, boxed eaves.



Hipped



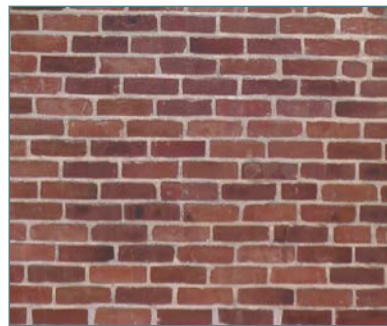
Side gable

Wall Cladding

Neoclassical style dwellings typically have horizontal wood siding. Brick cladding may also be found.



Wood clapboard



Brick

Neoclassical

Common Design Elements

Porch Types

Neoclassical style dwellings typically have projecting porches or stoops.



Projecting partial-width porch



Partial-width porch

Neoclassical Porch Columns

While large, full-height columns are commonly found on Neoclassical residences, their use is discouraged on ADUs.

Neoclassical

Common Design Elements

Door Types

Neoclassical style dwellings have wood doors, which are often paneled. Doors may have minimal glazing, including fanlights.



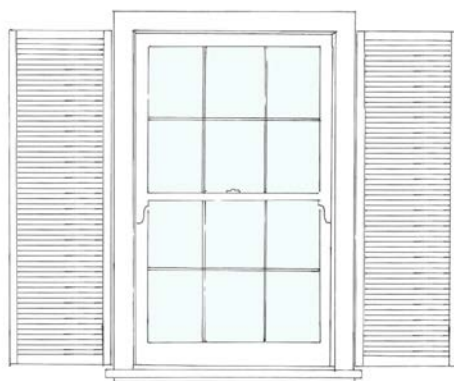
Paneling



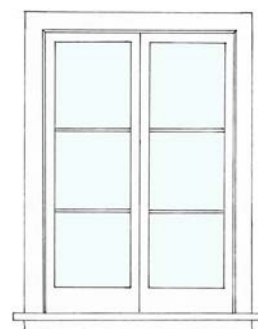
Glazing

Window Types

Neoclassical style dwellings typically have multi-light, double-hung wood windows. Casement windows are less common. Windows may have wood shutters.



Six-over-six (multi-light) double-hung window with shutters



Casement window

Italian Renaissance Revival

Part of an American architectural lineage that took inspiration from ancient Roman and Italian architecture, the Italian Renaissance Revival emerged in the 1890s. The first high-style residences of the Italian Renaissance Revival were designed by graduates of the École des Beaux-Arts for affluent clients who had often visited Italy firsthand. In form and detail, these homes were meticulously modeled on Italian Renaissance palazzos. When masonry veneering techniques were perfected around 1920, vernacular variants of the style began to proliferate. The style remained in favor until the late 1930s when it was eclipsed by other historicist idioms. Italian Renaissance Revival residences have hipped or flat roofs with wide eaves and brackets, are typically clad in light colored stucco, and often have symmetrical façades with recessed entries.

Following are examples of the Italian Renaissance Revival style:



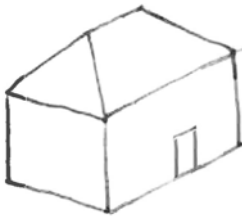
Italian Renaissance Revival

Common Design Elements

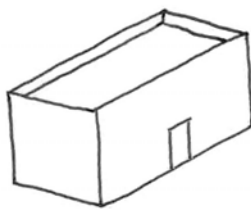
The following are typical design elements found on Italian Renaissance Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Italian Renaissance Revival style dwellings typically have low-pitch (between 2/12 and 4/12) hipped roofs with shallow eaves or flat roofs with parapets. Clay tile is a common roofing material.



Hipped



Flat with parapet



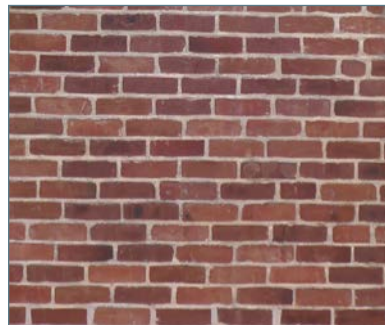
Typical clay tile

Wall Cladding

Italian Renaissance Revival style dwellings typically have smooth stucco cladding or masonry walls.



Stucco cladding (sand/float finish)



Brick

Italian Renaissance Revival

Common Design Elements

Porch Types

Italian Renaissance Revival style dwellings typically have entrance stoops.



Recessed entrance stoop



Entrance stoop

Italian Renaissance Revival

Common Design Elements

Door Types

Italian Renaissance Revival style dwellings have wood doors, which are usually paneled and are sometimes arched and/or partially glazed.



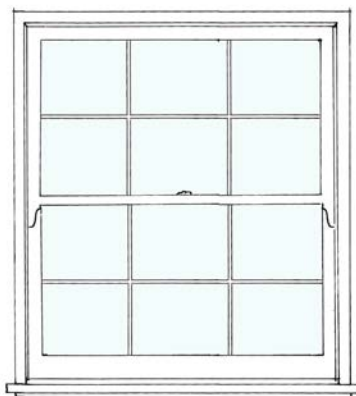
Paneling



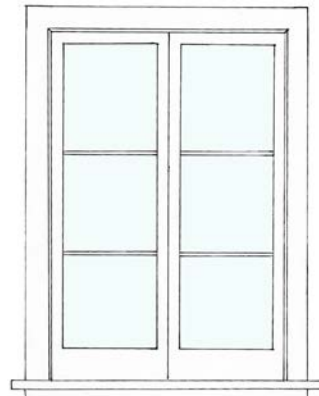
Arched

Window Types

Italian Renaissance Revival style dwellings typically have multi-light wood windows. Common window types include double-hung and casement.



Six-over-six (multi-light)
double-hung window



Casement windows

French Revival Styles

French Provincial, Chateausque

A variety of architectural styles inspired by various periods of French architecture appeared in the United States during the 1910s. During the 1920s population boom in Southern California, the French Revival style was commonly applied to single-family residences as well as multi-family apartment buildings. Simple in composition and detailing, the French Provincial subset is based upon the country residences of the French Provinces. Chateausque variants commonly have pronounced corner turrets, a more vertical orientation, and more elaborate detailing.

The following style subsets fall under French Revival architecture:



French Provincial



Chateausque

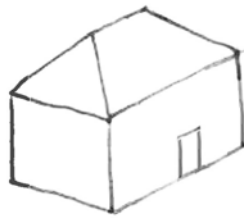
French Revival Styles

Common Design Elements

The following are typical design elements found on French Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

French Revival style dwellings typically have steep-pitch (between 8/12 and 18/12) hipped roofs with shallow eaves.



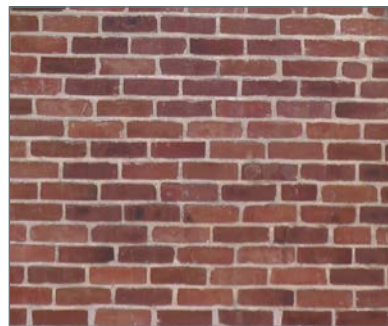
Hipped

Wall Cladding

French Revival style dwellings typically have smooth stucco cladding. Masonry cladding is less common.



Stucco cladding (sand/float finish)



Brick

French Revival Styles

Common Design Elements

Porch Types

French Revival style dwellings typically have entrance stoops.



Entrance stoop



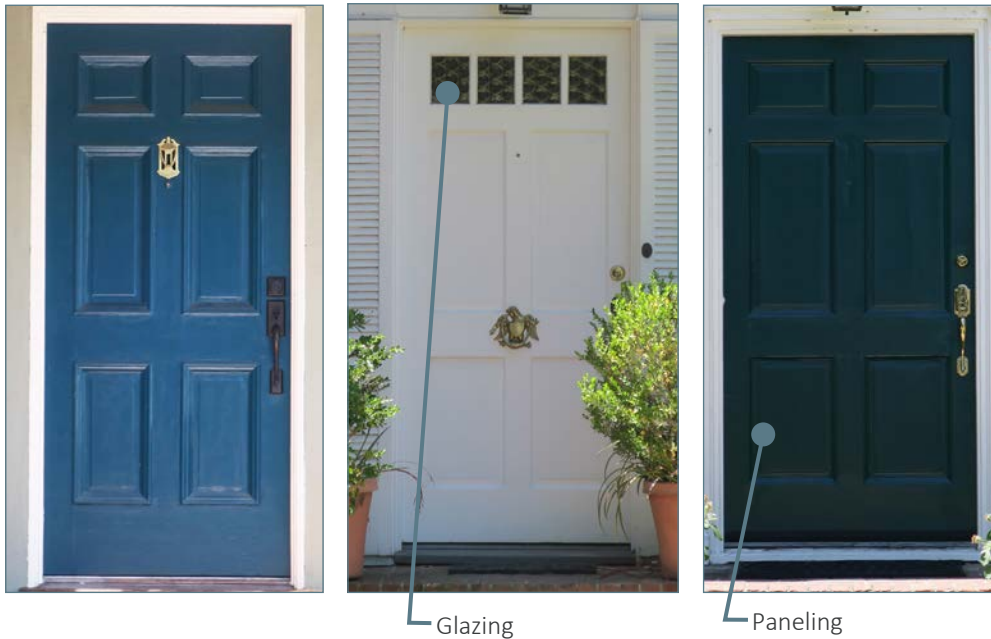
Recessed entrance stoop

French Revival Styles

Common Design Elements

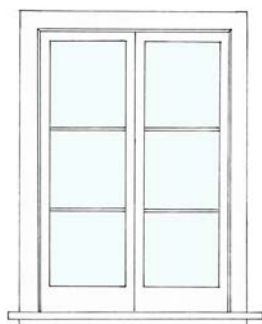
Door Types

French Revival style dwellings usually have wood doors, which are sometimes paneled and/or partially glazed.

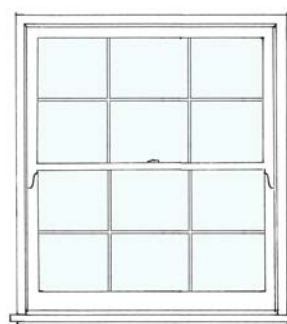


Window Types

French Revival style dwellings typically have wood windows. Common window types include multi-light casement (sometimes grouped) and double-hung. Windows may have wood shutters.



Casement windows



Six-over-six (multi-light)
double-hung window



Six-over-six (multi-light) double-hung
window with shutters

Colonial Revival Styles

American Colonial Revival, Dutch Colonial Revival, Georgian Revival

Colonial Revival styles take as their basis the residential style favored by the elite in colonial America and during the first decades of nationhood. This late 18th-century idiom imitated the Neo-Palladian architecture of the English gentry, a simply proportioned classicism that reacted against the decadence of the Baroque. Popular enthusiasm for the design of the American colonial period emerged after the 1876 Philadelphia Centennial Exhibition. American Colonial Revival residences constructed between 1900 and 1940 typically feature clapboard or brick exteriors, symmetrical facades, and classical details. A variation, the Georgian Revival style, more rigorously follows 18th-century precedents, with characteristics including brick exterior cladding, a two-story rectangular form, and a symmetrical façade often five bays in length. Another idiom, the Dutch Colonial Revival, references the Dutch colonial residences of the Atlantic seaboard with gambrel roofs and flared eaves, and sometimes wood shingle cladding.

The following architectural style subsets fall under Colonial Revival architecture:



American Colonial Revival



Dutch Colonial Revival



Georgian Revival

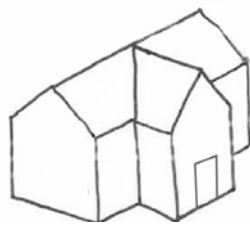
Colonial Revival Styles

Common Design Elements

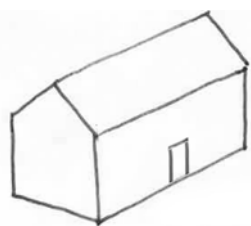
The following are typical design elements found on Colonial Revival style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

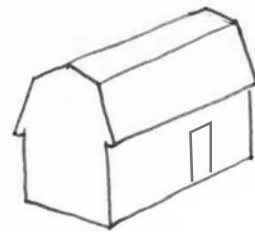
Colonial Revival style dwellings typically have medium-pitch (between 4/12 and 9/12) side gable roofs with shallow eaves. Dutch Colonial Revival homes feature a gambrel roof. Gable roof dormer windows are also common.



Cross gable



Side gable



Gambrel



Gable roof dormer



Multiple gable roof dormers

Wall Cladding

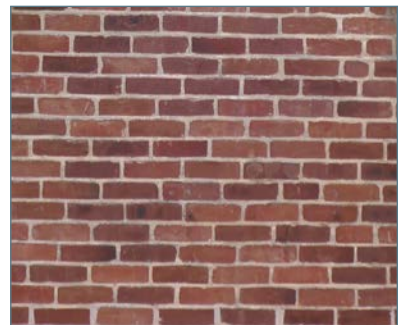
Colonial Revival style dwellings typically have horizontal wood siding. Brick and wood shingle siding is less common.



Wood clapboard siding



Wood shingle siding (coursed)



Brick

Colonial Revival Styles

Common Design Elements

Porch Types

Colonial Revival style dwellings typically have projecting porches or stoops.



Projecting entrance stoop



Entrance stoop

Colonial Revival Styles

Common Design Elements

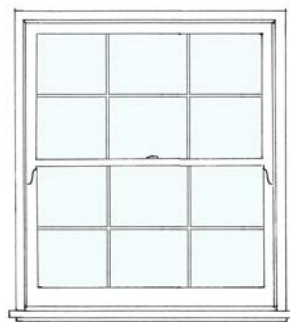
Door Types

Colonial Revival style dwellings usually have wood paneled doors. Doors may have minimal glazing, including fanlights.

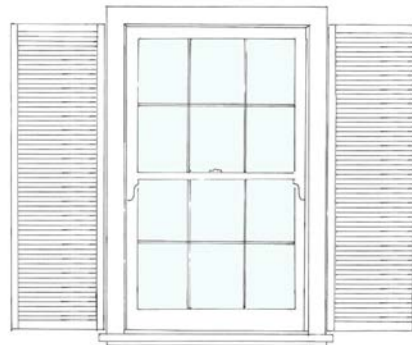


Window Types

Colonial Revival style dwellings typically have multi-light wood windows. Common window types include double-hung, and windows may have wood shutters.



*Six-over-six (multi-light)
double-hung window*



*Six-over-six (multi-light) double-hung
window with shutters*

Early Modern Styles

International Style and Streamline Moderne

The styles of Early Modernism eliminated ornament and historical allusions in favor of simple forms that expressed function, efficiency, and lightness. Initial experimentation with a stark, machine-inspired architectural language began in Europe around the time of World War I with the founding of the Bauhaus School by Walter Gropius. The work of Bauhaus-affiliated architects, which came to define the International Style, featured reinforced concrete structures, steel ribbon windows, flat roofs, and open floor plans. Starting in the 1920s, a generation of European architects brought the style to Southern California, adopting a new openness and simplicity of form in the region's temperate climate. The International Style's rejection of ornament was deemed too austere by the larger public at the time of its introduction in the U.S. For this reason, examples of the style are relatively rare. However, starting in the 1930s, machine-age "moderne" styles began to gain popular appeal. Streamline Moderne borrowed from the aerodynamic design of automobiles, oceanliners, and airplanes to create a sleek architecture of horizontal lines, curving forms, and smooth walls. A material efficiency inherited from European modernism, combined with a buoyant American technological optimism, made it a favored idiom during the Great Depression. By the end of World War II, Early Modern styles were phased out in favor of new Modern idioms.

The following style subsets fall under Early Modern residential architecture:



International Style



Streamline Moderne

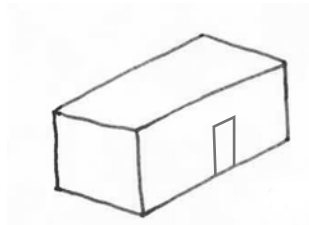
Early Modern Styles

Common Design Elements

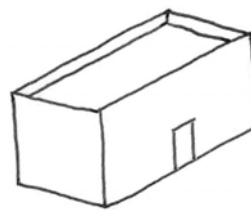
The following are typical design elements found on Early Modern style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Early Modern style dwellings typically have flat roofs, with or without parapets.



Flat



Flat with parapet

Wall Cladding

Early Modern style dwellings typically have smooth stucco cladding.



Stucco cladding (sand/float finish)

Early Modern Styles

Common Design Elements

Porch Types

Early Modern style dwellings typically have stoops. Porches are less common.



Entrance stoop



Entrance stoop

Early Modern Styles

Common Design Elements

Door Types

Early Modern style dwellings usually have wood slab doors, which may be glazed.

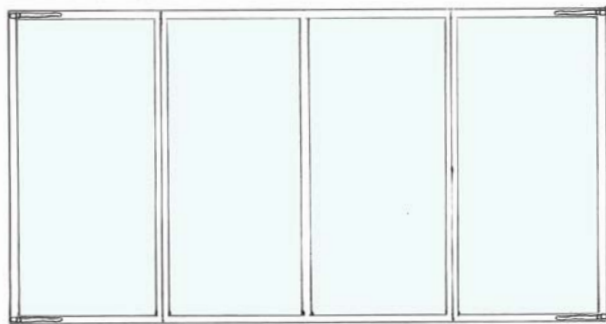


Window Types

Early Modern style dwellings typically have steel windows. Wood windows may also be found. Common window types include casement and fixed.



Fixed



Casement windows

Minimal Traditional

The Minimal Traditional style emerged in the mid-1930s as a response to the need for inexpensive, efficient residences that could be mass produced through loans from the Federal Housing Administration (FHA). Construction of Minimal Traditional residences skyrocketed during World War II to meet the immediate pressing demand for housing to accommodate the onslaught of wartime factory workers who had relocated to Southern California. The style remained popular into the late 1940s as pre-approved FHA designs made them conducive to the rapid construction of single- and multi-family residences that occurred throughout Southern California after the war.

Following are examples of Minimal Traditional architecture:



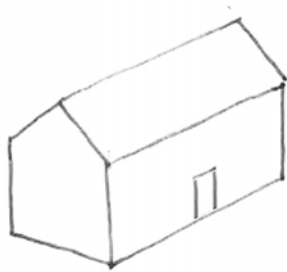
Minimal Traditional

Common Design Elements

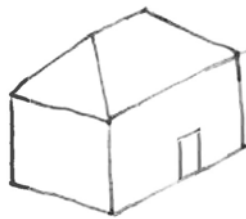
The following are typical design elements found on Minimal Traditional style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

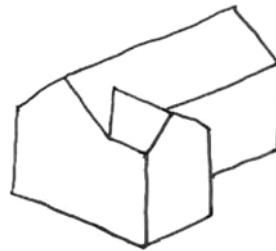
Minimal Traditional style dwellings typically have medium or low-pitch (between 2/12 and 9/12) gable or hipped roofs with shallow eaves.



Gabled



Hipped



Cross gable



Combination gable and hipped

Wall Cladding

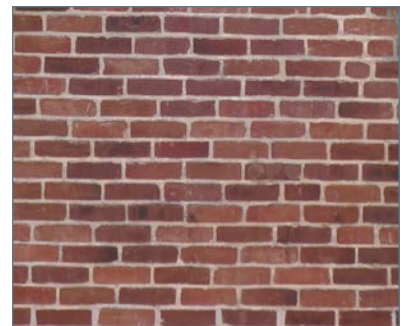
Minimal Traditional style dwellings typically have wood horizontal siding or smooth stucco cladding. Masonry may be used as accent cladding.



Horizontal wood channel siding



Stucco cladding (sand/float finish)



Brick

Minimal Traditional

Common Design Elements

Porch Types

Minimal Traditional style dwellings typically have partial-width, projecting or recessed porches or stoops.



Entrance stoop



Partial-width projecting porch

Door Types

Minimal Traditional style dwellings usually have wood paneled or wood slab doors. Doors may have minimal glazing, including fanlights.



Fanlight



Paneling



Minimal Traditional

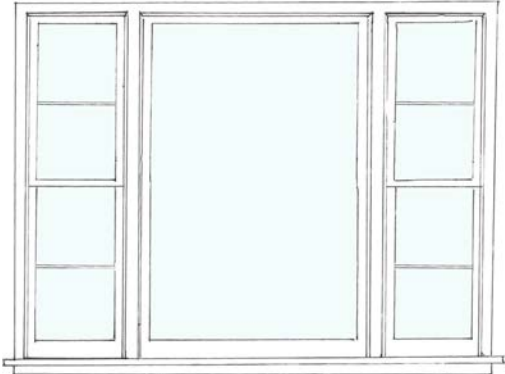
Common Design Elements

Window Types and Elements

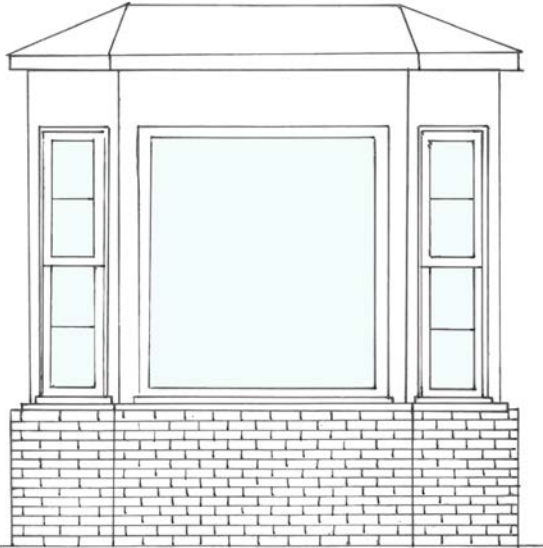
Minimal Traditional style dwellings typically have wood windows. Steel windows are less common. Common window types include double-hung and picture windows, sometimes used in combination (as a tripartite). Bay windows are also common, and windows may have wood shutters.



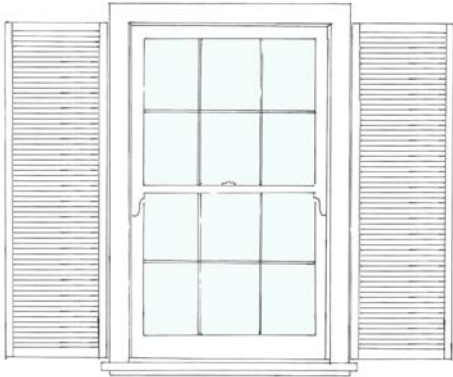
Two-over-two (multi-light) double-hung window



Tripartite window (fixed window flanked by smaller windows like double-hung or casement)



Bay window



Six-over-six (multi-light) double-hung window with shutters

Ranch Styles

Traditional Ranch and Contemporary Ranch

Though the earliest examples of Ranch style architecture date to the late 1920s and 1930s, the style spread rapidly after World War II, when it became the preferred choice for residential architecture in many cities and suburbs across the country. Innovative Southern California builder Cliff May helped to popularize the style through a series of articles included in *Sunset Magazine* in the mid-1940s. Ranch style residences were a favorite among home buyers for their modern amenities and affordable prices, and lending institutions and builders considered the style more acceptable compared to the dramatic Mid-Century Modern designs of the same period. While the style was most often used in the design of single-family residences, multi-family apartment buildings and small-scale commercial properties can be found as well. Ranch style residences fall into two primary sub-sets: Traditional Ranch and Contemporary Ranch. The subsets differ in some of their design features, as noted below.

The following style subsets fall under Ranch style architecture:



Traditional Ranch



Contemporary Ranch

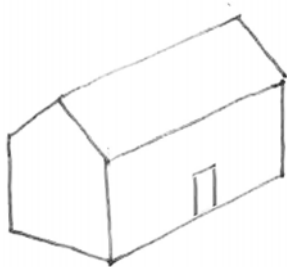
Ranch Styles

Common Design Elements

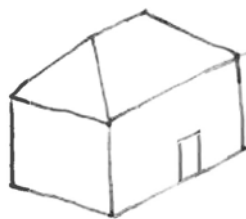
The following are typical design elements found on Ranch style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

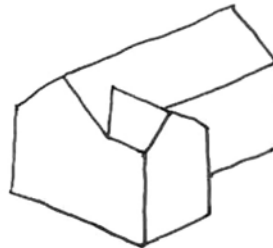
Ranch style dwellings typically have low-pitch (between 2/12 and 4/12) gable and/or hipped roofs (often used in combination) with open or boxed eaves. Flat roofs can be found on Contemporary Ranch dwellings.



Gabled



Hipped



Cross gable



Combination gable and hipped

Ranch Styles

Common Design Elements

Wall Cladding

Ranch style dwellings typically have wide, horizontal or vertical wood siding or smooth stucco cladding, sometimes used in combination with manufactured or natural stone or brick accent cladding.



Horizontal wood channel siding



Vertical wood board-and-batten siding



Stucco cladding (sand/float finish)



Brick



Manufactured stone

Ranch Styles

Common Design Elements

Porch Types

Ranch style dwellings typically have projecting or recessed porches or stoops.



Entrance stoop



Partial-width recessed porch

Door Types

Traditional Ranch dwellings usually have wood paneled doors, which may have glazing. Contemporary Ranch residences typically have wood slab or fully glazed doors.



Paneling



Glazing

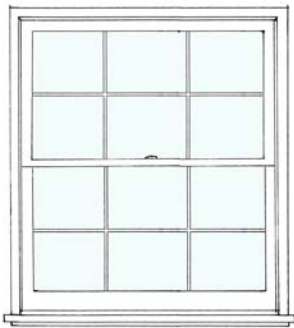


Ranch Styles

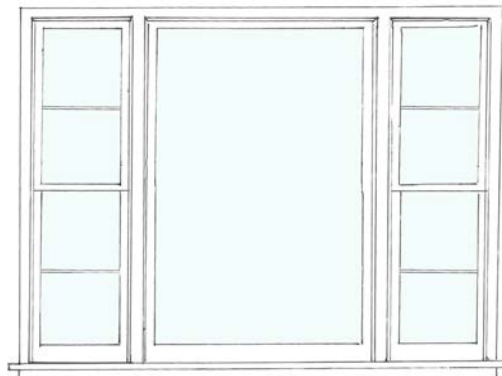
Common Design Elements

Window Types and Elements

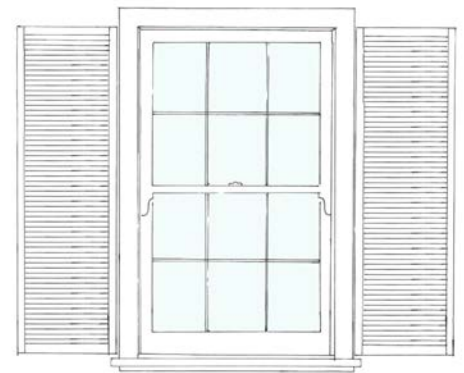
Ranch style dwellings typically have multi-light wood windows. Steel and aluminum windows are less common. Common window types include double-hung and picture windows, sometimes used in combination (as a tripartite), as well as casement windows. Clerestory windows can be found on Contemporary Ranch residences, and wood window shutters may be applied to Traditional Ranch dwellings.



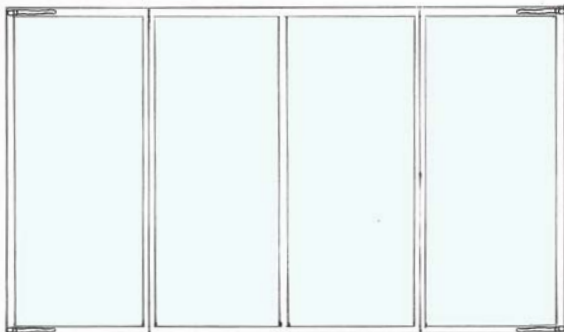
Six-over-six (multi-light) double-hung window



Tripartite window (fixed window flanked by smaller windows like double-hung or casement)



Window shutters may be found on Traditional Ranch residences



Grouped casement windows (may be wood, aluminum, or steel)



Clerestory windows (only found on Contemporary Ranch residences)

Mid-Century Modern

In Southern California, Mid-Century Modern architecture was prevalent between the mid-1940s and mid-1970s. While the style was a favorite among some of Southern California's most influential architects, its minimal ornamentation and simple open floor plans lent itself to the mass-produced housing developments of the postwar period. Mid-Century Modern architecture typically incorporated standardized and prefabricated materials that also proved well-suited to mass production. Subsets of the Mid-Century Modern style include Googie, which is a highly exaggerated, futuristic aesthetic, typically employing upswept or folded plate roofs, curvaceous, geometric volumes, and neon signage, and Mimetic, which is characterized by its application of objects or forms that resemble something other than a building. Both the Googie and Mimetic subsets are very rarely used in the design of residential buildings. The Mid-Century Modern style and its subsets were broadly applied to a wide variety of property types ranging from residential subdivisions and commercial buildings to churches and public schools.

Following are examples of Mid-Century Modern architecture:



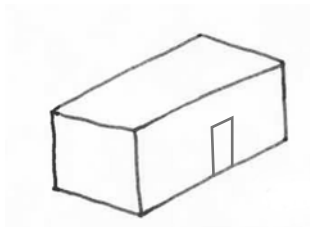
Mid-Century Modern

Common Design Elements

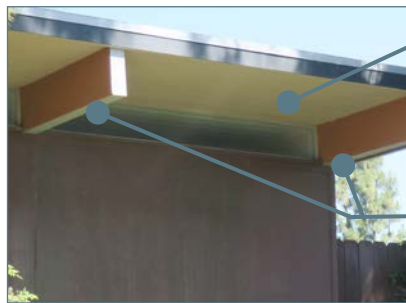
The following are typical design elements found on Mid-Century Modern style dwellings in South Pasadena. Because these are the commonly found elements, they are not all-encompassing, and specific design features will vary from residence to residence. The elements used to design your ADU/JADU should relate to those of your primary dwelling.

Roofs

Mid-Century Modern style dwellings typically have flat roofs with wide eaves, sometimes with exposed structural elements. Steep-pitch A-frame roofs are less common.



Flat



Wide boxed eaves

Brackets

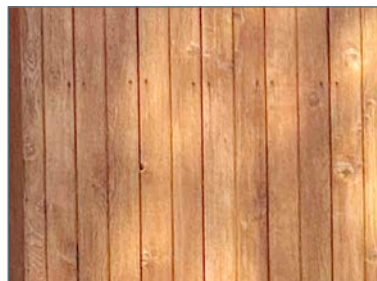
Common roof elements

Wall Cladding

Mid-Century Modern style dwellings typically have wood horizontal or vertical siding or smooth stucco cladding, sometimes used in combination with masonry accent cladding.



Horizontal wood channel siding



Vertical wood siding



Stucco cladding (sand/float finish)



Concrete masonry unit

Mid-Century Modern

Common Design Elements

Porch Types

Mid-Century Modern style dwellings typically have small, unassuming entrances, sometimes accessed by a courtyard.



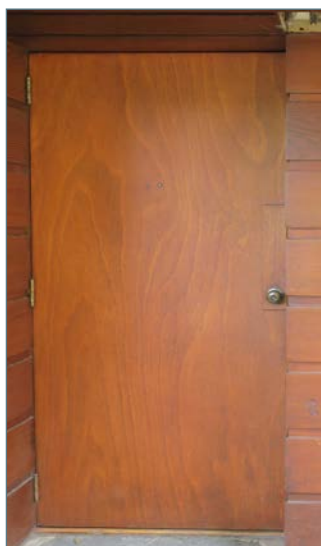
Recessed entrance stoop



Courtyard entrance

Door Types

Mid-Century Modern style dwellings usually have wood slab doors, which are sometimes glazed and/or paired.



Mid-Century Modern

Common Design Elements

Window Types and Elements

Mid-Century Modern style dwellings can have wood or metal windows. Common types include fixed and clerestory windows.



Fixed window



Clerestory windows

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Chapter 5

Regulatory Framework

This Chapter provides an overview of the regulatory framework pertaining to historic properties and ADU development on historic properties.



Craftsman carriage house at Victorian Blissner House (210 Orange Grove Ave)

Policy & Regulatory Framework

General Plan



The Design Guidelines are suggestions for best practices in historic preservation and are intended as a supplement to adopted City policies and state and national regulations. The Design Guidelines do not replace adopted policies, code, or regulations. Project planning should account for compliance with any applicable building or zoning codes, or other regulatory oversight independent of these guidelines.

Brief summaries of the most relevant policies and regulations are outlined below.

General Plan

The City of South Pasadena’s commitment to historic preservation is described in the Historic Preservation Element of the South Pasadena General Plan (currently being updated as of August 2021). The Historic Preservation Element includes goals, policies, and implementation strategies to ensure the continued appreciation and protection of South Pasadena’s historic built environment.

The Design Guidelines herein help to implement the following policies and strategies outlined in the Historic Preservation Element of the General Plan:

- Policy 4.3 of the Element is to develop and maintain design guidelines that promote architectural continuity for infill development within existing historic districts.
- Strategy 2.7 of the Element is to develop design guidelines to be used in the entitlement process by all City reviewing bodies.
- Strategies 4.1 and 4.4, respectively, call for the adoption of guidelines for infill development that stress the use of traditional materials and techniques similar to what exists in the surrounding neighborhood and for the development and maintenance of design guidelines to provide consistency in the City’s permit process to protect the historic and other unique features of South Pasadena.



Policy & Regulatory Framework

Local Codes and Ordinances

South Pasadena ADU Ordinance (South Pasadena Municipal Code Ch. 36, Article 3, Section 36.350.200)

The South Pasadena ADU Ordinance is currently being updated (as of November 2021) to provide Design Standards for the development of ADUs and JADUs on historic properties and in historic districts. Design standards are criteria used to determine whether a project complies with municipal code. They provide direction for making appropriate choices when undergoing changes to a property. Unlike design guidelines, design standards are legally binding – they must be followed to obtain approval for a project.

RELEVANT LINKS

[*South Pasadena ADU Ordinance*](#)

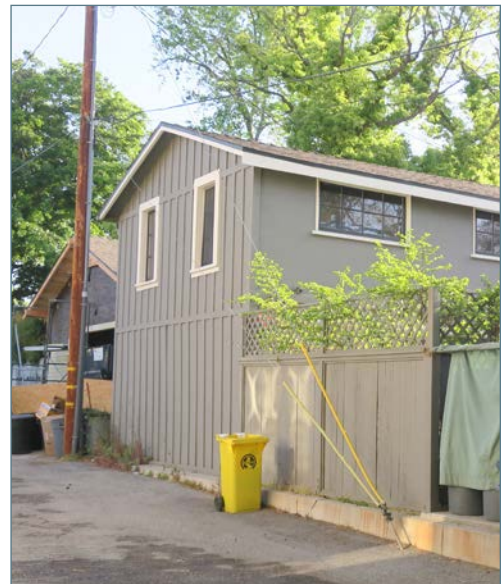


South Pasadena Cultural Heritage Ordinance (South Pasadena Municipal Code Ch. 2, Article IVH, Ord. No. 2315, § 2, 2017)

South Pasadena administers its own designation program for historic properties within the city. The South Pasadena Cultural Heritage Commission (CHC) was established in 1971 under the City of South Pasadena Municipal Code to make recommendations, decisions, and determinations regarding the identification, protection, enhancement, perpetuation, and use of resources that reflect the architectural, artistic, cultural, engineering, aesthetic, historical, political, and social heritage of the city. The CHC is responsible for making recommendations to City Council regarding the designation of individual properties (Historic Landmarks) and thematically related groupings of properties (Historic Districts). (City Council has the final authority on designation.) The CHC also reviews exterior alterations to properties listed in the City's Inventory of Cultural Resources.

RELEVANT LINKS

[*South Pasadena Cultural Heritage Ordinance*](#)



Policy & Regulatory Framework

Local Codes and Ordinances



Inventory of Cultural Resources

The Inventory of Cultural Resources (the Inventory) is the City's formally adopted, official list of historic properties. The Inventory includes properties that are formally designated and listed in the National Register of Historic Places (National Register), the California Register of Historical Resources (California Register), and/or the South Pasadena Register of Landmarks and Historic Districts (South Pasadena Register). It also includes properties that have been determined eligible for listing in the National Register, California Register, and South Pasadena Register. The Inventory contains 2,718 individual properties and contributors to historic districts.



The intention of the South Pasadena ADU Ordinance is to prevent adverse impacts on properties that are listed in the Inventory of Cultural Resources. Properties listed in the Inventory meet the definition of a historical resource according to California Public Resources Code, 5020.1, CEQA Guidelines 15064.5(a), and California Health and Safety Code 18955. Consistent with Health & Safety Code Section 18955, the City's ADU Ordinance defines "historic property," as "a property that is: 1) designated as a landmark or as a contributor to a designated historic district; 2) identified on an inventory that has been adopted by the City as a property with potential as an individual landmark or as a contributing structure to a potential historic district, as authorized by Health and Safety Code Section 18955."



Policy & Regulatory Framework

National Register, California Register, and CEQA

National Register

The National Register of Historic Places (National Register) is the nation's master inventory of known historic resources. Created under the auspices of the National Historic Preservation Act of 1966, the National Register is administered by the National Park Service and includes listings of buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level.



California Register

The California Register of Historical Resources (California Register) is the authoritative guide to the state's significant historical and archeological resources. In 1992, the California legislature established the California Register "to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change." The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance; identifies historical resources for state and local planning purposes; determines eligibility for historic preservation grant funding; and affords certain protections under the California Environmental Quality Act (CEQA). All resources listed in or formally determined eligible for the National Register are automatically listed in the California Register. In addition, properties designated under municipal or county ordinances, or through local historic resources surveys, are eligible for listing in the California Register (though they are not automatically listed in the Register).



CEQA

The California Environmental Quality Act (CEQA) is an environmental law that requires state and local agencies to identify and publicly disclose significant environmental impacts of discretionary actions, and to avoid or mitigate any impact if feasible. Some historic building projects, especially changes in use and demolitions, may require environmental review. The South Pasadena Cultural Heritage Commission is responsible for reviewing all applications for permits, environmental assessments, environmental impact reports, environmental impact statements, and other CEQA documents pertaining to cultural resources.

Policy & Regulatory Framework

Secretary of the Interior's Standards for the Treatment of Historic Properties



Secretary of the Interior's Standards for the Treatment of Historic Properties

The *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* provide recommendations and guidelines for stewards of historic properties to determine appropriate treatments. They are intentionally broad in language to apply to a wide range of circumstances and are designed to enhance the understanding of basic preservation principles. The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that ensure continued protection of historic properties. There are four basic approaches outlined in the Standards: Preservation, Rehabilitation, Restoration, and Reconstruction.



The Standards for Rehabilitation, which are the most comprehensive and commonly used of the four approaches, are outlined below. ADU/JADU projects should comply with Standard Nos. 9 and 10, which focus on appropriate related new construction and reversibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.



Policy & Regulatory Framework

Secretary of the Interior's Standards for the Treatment of Historic Properties

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

RELEVANT LINKS

[National Park Service, Technical Preservation Services, "The Treatment of Historic Properties"](#)