CITY OF SOUTH PASADENA
ADDITIONAL DOCUMENTS

WEDNESDAY, JANUARY 21, 2026, AT 7:00 PM

AMENDED ADDITIONAL DOCUMENTS

Amended Additional Documents to the January 21, 2026 City Council Meetings. The attached documents include submitted written public comments and amendments to the agenda. Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

AMENDED ADDITIONAL DOCUMENTS TO THE JANUARY 21, 2026 CITY COUNCIL MEETING

- Memo for Item No. 9
- Memo for Item No. 11
- Memo for Item No. 15
- General Public Comment_Bill Kelly
- General Public Comment_Hans Baumann
- General Public Comment_Krista Fox
- General Public Comment_Richard Lee
- General Public Comment_Yvonne LaRose
- General Public Comment_Yvonne LaRose (2)
- General Public Comment_Yvonne LaRose (3)
- General Public Comment_Andrea Knopf
- General Public Comment_Angelo Gladding
- Public Comment_Laurie Narro_Item No. 16
- Public Comment_Susan McCarty_Item No. 16
- Public Comment_Josh Albrektson_Item No. 16
- Public Comment_Yvonne LaRose_Item No. 18

City of South Pasadena
City Manager's Office

Memo

Date: January 20, 2026

To: The Honorable City Council

Via: Todd Hileman, City Manager

From: William Castrillon, Budget and Purchasing Manager

Subject: January 21, 2026 City Council Meeting Item No. 9 – Consideration Of Adoption Of Resolution No. 7967 Authorizing The Acceptance Of A $25,000 Grant From The California Fire Foundation For An Emergency Preparedness Community Outreach Plan And Adopt Resolution No. Xxxx Appropriating The Grant Funds

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This memo provides resolution no. 7491 as attachment no. 4 to the report.

No other changes were made to the staff report

CITY OF SOUTH PASADENA
RESOLUTION NO. 7971

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, AMENDING THE FISCAL YEAR 2025-2026 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2025-2026 Budget on August 20, 2025, establishing the City's financial plan for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, subsequent to adoption, the City has identified a need to amend the budget to appropriate grant funds from the California Fire Foundation Grant; and

WHEREAS, the proposed amendments are necessary to ensure the continued delivery of essential services, maintain fiscal responsibility, and align City resources with City Council priorities; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its residents.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. The Fiscal Year 2025-2026 Adopted Budget is hereby amended as set forth in the table below:

Revenue Account No.	Description	Amount
244-5010-0002-5071-004	Miscellaneous Grant - Fire	$25,000
TOTAL:		**$25,000**

Expenditure Account No.	Description	Amount
244-5010-0002-8050-000	Printing / Duplication	$25,000

TOTAL:		**$25,000**

SECTION 3. The City Manager, or their designee, is authorized and directed to implement the budget amendments, including transfers appropriations, and related accounting entries, in accordance with this resolution.

SECTION 4. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 21st day of January 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, 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 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Nikima S. Newsome, Chief City Clerk

City of South Pasadena
City Manager's Office

Memo

Date:	January 20, 2026
To:	The Honorable City Council
Via:	Todd Hileman, City Manager
From:	William Castrillon, Budget and Purchasing Manager
Subject:	January 21, 2026 City Council Meeting Item No. 11 – Consideration Of Adoption Of Resolution No. 7969 To Accept Los Angeles County Health Services Measure B Funding In The Amount Up To $197,396

This memo provides resolution no. 7972 as attachment no. 3 to the report.

No other changes were made to the staff report

CITY OF SOUTH PASADENA
RESOLUTION NO. 7972

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, AMENDING THE FISCAL YEAR 2025-2026 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2025-2026 Budget on August 20, 2025, establishing the City's financial plan for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, subsequent to adoption, the City has identified a need to amend the budget to appropriate Los Angeles County Health Services Measure B funds; and

WHEREAS, the proposed amendments are necessary to ensure the continued delivery of essential services, maintain fiscal responsibility, and align City resources with City Council priorities; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its residents.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. The Fiscal Year 2025-2026 Adopted Budget is hereby amended as set forth in the table below:

Revenue Account No.	Description	Amount
244-5010-0001-5010-000	County Reimbursement Fire	$197,396
TOTAL:		**$197,396**

Expenditure Account No.	Description	Amount
244-5010-0001-8520-000	Machinery and Equipment	$197,396

TOTAL:		**$197,396**

SECTION 3. The City Manager, or their designee, is authorized and directed to implement the budget amendments, including transfers appropriations, and related accounting entries, in accordance with this resolution.

SECTION 4. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 21st day of January 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, 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 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Nikima S. Newsome, Chief City Clerk

City of South Pasadena
Public Works

Memo

Date: January 21, 2026

To: The Honorable City Council

Via: Todd Hileman, City Manager

From: Julian Lee, Public Work Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

Subject: January 21, 2026 City Council Meeting Item No. 15 Revisions

Attached is a copy of the revised staff report for Item No. 15. It replaces the previously submitted version and includes the following notable revisions:

- Revision to the third recommendation including Resolution No. 7973.
- Addition of Resolution No. 7973 as Attachment 3.

City Council Agenda Report

ITEM NO. 15

DATE: January 21, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Public Works Director
Michael Vartanians, City Engineer
Michael Lau, Public Works Project Manager

SUBJECT: **CONSIDERATION OF SELECTION OF PBK ARCHITECTS, FOR FACILITY DESIGN ENGINEERING SERVICES RELATED TO THE POLICE DEPARTMENT LOCKER ROOM REMODEL PROJECT, APPROVAL OF A MASTER SERVICE AGREEMENT, APPROVAL OF TASK ORDER NOT-TO-EXCEED AMOUNT OF $159,000 AND APPROVAL OF A BUDGET RESOLUTION APPROPRIATING ASSET SEIZURE FUNDS FOR THE PROJECT**

Recommendation

It is recommended that the City Council:

1. Approve the selection of PBK Architects to provide facility design engineering services related to the Police Department Locker Room Remodel Project;
2. Approve a Master Service Agreement with PBK Architects in the final form approved by the City Attorney (Attachment 1);
3. Approve a task order for the Police Department Locker Room Remodel Project, authorize the City Manager to execute the task order in the final form approved by the City Attorney for an amount not-to-exceed $159,000 ($145,000 + 10% contingency) (Attachment 2).
4. Adopt Resolution No. 7973 (Attachment 3) appropriating $159,000 in Asset Seizure Funds to cover the cost of the project.

Executive Summary

The City's 2025-2030 Capital Improvement Program (CIP) details multiple facilities improvement projects and includes the Police Department Locker Room Remodel Project (Project). This item proposes the approval of the selection of PBK Architects as the firm to provide facility design engineering services for the Project and authorizes the City Manager to execute a Master Service Agreement (MSA) (Attachment 1) and Task Order (Attachment 2) with PBK Architects.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's facilities. City Council recently received a presentation from the Public Works Department outlining the Fiscal Years (FY) 2025-2026 CIP budget.

PBK Architects responded to the FY 2022-2023 Request for Qualifications (RFQ) for Public Works On-Call Professional Services which expired on June 30, 2025. While PBK did not render any services under this RFQ, staff was coordinating with them prior to the On-Call expiration and received a proposal for the Project. The On-Call allows for two extensions of one year each.

Analysis
The Police Department Locker Room Remodel Project will update and modernize the men's and women's locker rooms, which have not been renovated in over 20 years. The project will include an evaluation and upgrade of mechanical, electrical, plumbing, and other building systems to improve functionality, usability, and overall working conditions for Police Department staff.

PBK Architects scored highly on evaluation of submissions for the FY 2022-2023 RFQ for facility design engineering services and has ample experience with tenant improvement projects. For those reasons, staff was coordinating with PBK and had received an initial proposal for the Project prior to the expiration of the On-Call. Staff is recommending approving a MSA with PBK through the end of FY 2026-2027 and a Task Order for the Project in an amount not-to-exceed $159,000.

Fiscal Impact
The total cost for this task order requires a budget of $159,000. This project may be funded using available Asset Seizure Funds. Adopting the proposed resolution will appropriate the funding necessary to complete this project.

Key Performance Indicators and Strategic Plan
This item is related to facilities improvements and is associated with a Council Priority 2 (Infrastructure).

Commission Review and Recommendation
This item was not reviewed by a City Commission.

Public Notification
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.

Environmental Analysis
The proposed action is not a project within the meaning of the California Environmental Quality Act Guidelines, Section 21065 as it does not cause a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

Attachment:
Attachment No. 1 PBK On-Call MSA Contract 2025-227 Master PSA TBD PBK-PW On-Call
Attachment No 2. Contract_2025-227-001_-Task_Order_1_PBK_PBK-Police_Locker_Room
Attachment No. 3 Budget Amendment Resolution No. 7973

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena /PBK Architects, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **PBK Architects, Inc.** ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:
-Facility Design Engineering 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. Specific scope of work for specific project assignments shall be identified through executed Task Orders, which shall incorporate by reference the terms of this Master Agreement.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Julian Lee, Publics Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5. "Commencement Date": **January 22, 2026**.

3.6. "Termination Date": **June 30, 2027**.

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. IDENTIFICATION OF PROJECTS

5.1. When City determines a need exists for any of the services specified in Exhibit A to this Agreement, City and Consultant may execute a "Task Order" detailing the specific services needed, the applicable fees therefor in accordance with Exhibit B to this Agreement, and the time for completion of such services by Consultant. Each Task Order shall incorporate by reference the terms of this Agreement and shall be sequentially-identified. Consultant shall only perform services under this Agreement and be paid for work performed pursuant to a Task Order approved and executed by the City.

6. CONSULTANT'S DUTIES

6.1. **Services**. Consultant shall perform the services identified in the Task Order. City shall have the right to request, in writing, changes to the Task Order. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to the Task Order or this Agreement.

6.2. **Coordination with City**. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

6.3. **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.

6.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

6.5. **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.).

6.6. **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.

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. 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. **Gilbert Baez** 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.

6.8. **Substitution of Personnel.** Any persons named in the proposal or Task Order 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.

6.9. **Unauthorized Delay.** Consultant shall complete all services associated with the Task Order within the time period specified therein, or within seven (7) work days after execution thereof if no time is specified, as directed by the Agreement Administrator.

6.10. **Unforeseeable Delay.** Consultant shall not be deemed in breach of this Agreement or any Task Order, and no forfeiture due to delay shall be made, because of any delays in the completion of a Task Order due to unforeseeable causes beyond the control and

without the fault or negligence of Consultant provided Consultant requests from the Agreement Administrator an extension of time in writing. Unforeseeable causes of delay beyond the control of Consultant shall include acts of God, acts of a public enemy, acts of the government, acts of City, or acts of another consultant or contractor in the performance of a contract with City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of sub-consultants due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or negligence of Consultant or its agents, servants, employees, officers, sub-consultants, directors, or of any party contracting to perform part of all of the Scope of Services or to supply any equipment or materials shall not be unforeseeable delays. Unforeseeable delays (those beyond Consultant's control) shall not entitle Consultant to any additional compensation beyond the Maximum Amount. The sole recourse of Consultant shall be to seek an extension of time from the Agreement Administrator.

6.11. **Defective Work.** All work which is defective in its construction or deficient in any of the requirements set by City Reference Specifications shall be remedied or replaced by Consultant in an acceptable manner at its own expense. Defective work shall not entitle Consultant to any additional compensation beyond the Maximum Amount.

6.12. **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.

6.13. **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 sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

6.14. **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 -ject 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.

7. SUBCONTRACTING

7.1. **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.

7.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.

7.3. **Subcontracting.** Consultant shall not subcontract any portion of the performance contemplated and provided for herein including any Task Order unless (1) such subcontracting is specifically described in the proposal attached hereto or (2) the City provides prior written approval. In any event, Consultant shall supervise all work subcontracted by Consultant in performing the Services and shall be responsible for all work performed by a sub-consultant as if Consultant itself had performed such work. The subcontracting of any work shall not relieve Consultant from any of its obligations under this Agreement with respect to any Task Order. Consultant is obligated to ensure that any and all sub-consultants performing any services shall be fully insured in all respects and to the same extent as set forth under Section 13, to City's satisfaction.

7.4. **Identification in Fee Schedule.** All sub-consultants 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.

7.5. **Compensation for Sub-consultants.** City shall pay Consultant for work performed by its sub-consultants, 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 sub-consultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any sub-consultants.

8. COMPENSATION

8.1. **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 stated in the specific Task Order issued for performance of work. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing in the Task Order. Task Orders over $25,000 shall not be effective unless approved by the City Council.

8.2. **Retention.** City may retain up to 5% of each payment until project completion. Consultant may at its own expense substitute securities equivalent to the amount

withheld as retention (or the retained percentage) in accordance with Public Contract Code 22300. At the request and expense of Consultant, securities equivalent to the amount withheld shall be deposited with City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to City. Upon satisfactory completion of this Agreement, the securities shall be returned to Consultant.

8.3. **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.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

8.4. **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.

8.5. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

8.6. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Task Order unless prior written approval is given by the City on a time-and-materials basis pursuant to a new or amended Task Order. Consultant shall not undertake any such work without prior written approval of the City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

8.7. **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.

8.8. **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.

9. 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, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") 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.

11. RELATIONSHIP OF PARTIES

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

11.2. **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.

11.3. **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.

11.4. **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 subcontractor, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

12.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or sub-consultants, or anyone directly or indirectly employed by either Consultant or its sub-consultants, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.

12.2. **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.

12.3. **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.

12.4. **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.

12.5. **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.

12.6. **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.

12.7. **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.

12.8. **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.

12.9. **Civil Code.** For Design Professionals, the parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 12 complies therewith.

13. INSURANCE

13.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, sub-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.

13.2. **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 reference to the scope of work and this Master Agreement.
- 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.

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

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

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

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as 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.

13.4. **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.

13.5. **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.

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

13.7. P**rofessional Liability Insurance or Errors & Omissions Coverage.** If the Consultant is performing any surveying, engineering, architectural, or other design work for the project, Consultant shall provide proof of Professional Liability insurance in the amounts described above. The deductible or self-insured retention may not exceed $50,000, unless written approval is granted by the City for another amount. 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.

13.8. **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.

13.9. **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.

13.10. **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.

13.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

13.12. **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.

13.13. **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.

13.14. **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.

13.15. **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.

13.16. **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.

14. MUTUAL COOPERATION

14.1. **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.

14.2. **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.

15. 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

Julian Lee
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Gilbert Baez
PBK Architects, Inc.
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
Telephone: (940) 123-4567

With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

16. 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.

17. TERMINATION

17.1. **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.

17.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

17.3. **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.

17.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

18. INTERPRETATION OF AGREEMENT

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

18.2. **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.

18.3. **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.

18.4. **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).

18.5. **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.

18.6. **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.

19. GENERAL PROVISIONS

19.1. **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.

19.2. **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 sub-consultant 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.

19.3. **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.

19.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

19.5. **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.

19.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

19.7. **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.

19.8. **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.

19.9. **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.

19.10. **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.

19.11. **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.

19.12. **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"	"Consultant"
City of South Pasadena	**PBK Architects, Inc**
By:_____	By:_____
Signature	*Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Nikima Newsome, City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A

"Scope of Services"

Consultant: **PBK Architects, Inc.**

Sub-Consultant: -

Scope:

Facility Design Engineering Services

a. Perform mechanical, electrical, plumbing, and architectural engineering design services signed and stamped by a qualified registered Professional Engineer, including design for repair, remodeling, or upgrading City's facilities such as Library, Senior Center, Police Station, Fire Station, Recreation/Community Service Buildings, Corporate Yards, City Hall, Parks, or other facilities per City request in compliance with current applicable building codes:
    i. Mechanical engineering design services include HVAC system, heating, cooling, ventilation, smoke control and exhaust system.
    ii. Electrical engineering design services include solar power, power supplies, distribution, conduit/wiring, back-up generators, batteries, electric vehicle chargers, switches, transformers, appliances, lighting, fire alarms, signal systems, arc flash studies, electrical calculations for short circuits, voltage drop, etc.
    iii. Plumbing engineering design services include hot and cold water systems, water heaters, fire suppression systems, and wastewater systems.
    iv. Architectural engineering design services include the comprehensive evaluation of structural, electrical, mechanical, lighting, acoustics and fire protection systems, including, site constraints and development requirements, design and planning considerations, concept solution, project budget, project schedule, and delivery constraints for interior building modifications and existing building rehabilitation.
b. Design services include: performing concept and feasibility studies of project alternatives; preparing preliminary design reports; preparing plans, specifications, estimates (opinions of construction cost) and other design related documents; providing drafting and computer aided drafting support; preparing and processing permit applications for building, various regulatory, and environmental permits.; performing record drawing, utility, or other searches; performing field investigations; performing engineering design services; reviewing and recommending award of construction contracts; utility coordination; providing design services during construction, including periodic site visits, review of shop drawings, and preparing responses to contractor's requests for information (RFIs), preparing record ("as built") drawings; and attending project or coordination meetings as necessary.

EXHIBIT B

PBK Architects, Inc.
Billing Rates

Attachment 'A'
California
Effective June 1,2025 - May 31, 2027

Architecture	Senior Principal	$ 400.00
	Principal/Client Executive/Director (President/VP)	$ 350.00
	Senior Project Manager/Director	$ 310.00
	Project Manager	$ 300.00
	Senior Project Architect	$ 275.00
	Project Architect	$ 260.00
	Construction Services Manager	$ 250.00
	Construction Services Coordinator/Construction Administrator	$ 200.00
	Production Staff (Job Captain, Asst. PM, Project Coord., Design Coord., Associates, Tech. Designer)	$ 180.00
	Draftsman	$ 180.00
	Interior Designer	$ 170.00
	Designer	$ 130.00
	Administrative	$ 120.00

EXHIBIT C

TASK ORDER NO. [NUMBER]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-###)

This Task Order No. **[###]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and [Consultant] ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[DATE]** by which the Consultant agreed to perform **[SERVICE DESCRIPTION]** services in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:
   [INSERT DESCRIPTION OF SPECIFIC WORK HERE OR INCLUDE ATTACHMENT TO TASK ORDER]

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:
   [INSERT NAME AND CONTACT INFORMATION OF CONSULTANT TASK ORDER ADMINISTRATOR]

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:
   [INSERT COMPLETION DATE OR SCHEDULE OF MILESTONES AS ATTACHMENT]

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **[MAXIMUM AMOUNT]**, based on the rates in the Fee Schedule set forth below, and the timing of such payment as stated in the Scope of Task Order.

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
[COMPANY]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

TASK ORDER NO. [1]

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2025-227)

This Task Order No. **[1]** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and PBK Architects, Inc. ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **[January 22, 2026]** by which the Consultant agreed to perform **Facility Design Engineering Services** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.

2. **SCOPE OF TASK ORDER.** Consultant shall perform the following services in accordance with the terms and conditions of the Agreement:

   Renovation of South Pasadena Police Station – Men and Women's Locker Rooms.

   The city is seeking to remodel and update the police station locker rooms; including the shower and toilet areas. The Consultant shall provide the following scope of work for this project:

   Architecture
   - Schematic through Construction Documents phase services
   - Submit to City approving agencies for approval
   - Assist with Bid phase
   - Provide construction administration phase
   - Punch walk and closeout services

   Structural
   - Provide structural engineering and calculations

   Mechanical
   - Consultant shall replace existing exhaust fans and update air distribution

   Electrical
   - Electrical design for new HVAC equipment
   - Connection to the existing panel boards

   Plumbing
   - Consultant shall provide new shower/fixtures for new locker room toilets
   - Consultant shall provide (2) new bottle filling stations

   Fire Alarm System
   - Consultant shall provide new heat and smoke detectors and integrate into existing fire alarm system

The Consultant shall provide architectural / Engineering services for the above-mentioned scope of work items. Consultant shall provide Schematic / Design Development and provide Construction Documents through Bid/Award and Construction Administration phase.

3. **TASK ORDER ADMINISTRATOR.** Consultant shall designate a principal point of contact for this task order:

   Gilbert Baez
   Managing Senior Principal
   PBK Architects, Inc.
   8163 Rochester Avenue
   Rancho Cucamonga, CA 91730
   (940) 123-4567
   Gilbert.baez@pbk.com

4. **SCHEDULE.** Consultant shall complete the Task Order by the date listed below, or, if specified, in accordance with the required schedule of milestones listed below:

   Schematic

Task	Duration
Schematic Design	**1 Month**
Design Development	**2 Months**
Construction Documents	**3 Months**
Agency Approval	**3 Months**
Bidding/Award	**2 Months**
Construction Admin	**6 Months**
Closeout	**1 Month**

   All scope items listed in this task order shall be completed within 18 months from the execution of this task order. / and upon receiving requested information from the City.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this project is to be no more than **One Hundred Forty-Five Thousand Dollars ($145,000)**, based on the rates in the Fee Schedule set forth below. Payments shall be made on a complete percentage basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

   Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

Table 1 of 2: PBK Architects, Inc Tasks and Assigned Personnel with Hourly Rates ($ / hr)							
Task	**Senior Project Manager** **$310.00**	**Senior Project Architect** **$275.00**	**Project Architect** **$260.00**	**Prod. Staff** **$180.00**	**Const. Services Manager** **$250.00**	**Const. Admin.** **$200.00**	**Task Fee**
Schematic Design	$4,650.00	$2,750.00	$2,600.00	-	-	$4,500.00	$14,500.00
Design Development	$ 9,300.00	$2,750.00	$5,200.00	-	-	$4,500.00	$21,750.00
Construction Documents	$2,480.00	$7,700.00	$10,920.00	-	-	$36,900.00	$58,000.00
Agency Approval	$1,550.00	$4,400.00	$1,300.00	-	-	-	$7,250.00
Bidding/ Award	$1,550.00	$4,400.00	$1,300.00	-	-	-	$7,250.00
Construction Admin	$3,100.00	$2,750.00	-	$13,750.00	$9,400.00	-	$29,000.00
Closeout	$1,550.00	-	-	$3,500.00	$2,200.00	-	$7,250.00
Total	$24,180.00	$24,750.00	$21,320.00	$17,250.00	$11,600.00	$45,900.00	**$145,000.00**

6. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

"City"	"Consultant"
City of South Pasadena	**PBK Architects, Inc.**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Acting Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

CITY OF SOUTH PASADENA
RESOLUTION NO. 7973

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, AMENDING THE FISCAL YEAR 2025-2026 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2025-2026 Budget on August 20, 2025, establishing the City's financial plan for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, subsequent to adoption, the City has identified a need to appropriate funds from Fund 270 – Asset Forfeiture to increase available funding for design of the PD Locker Room Remodel Project; and

WHEREAS, the proposed amendments are necessary to ensure the continued delivery of essential services, maintain fiscal responsibility, and align City resources with City Council priorities; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its residents.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. The Fiscal Year 2025-2026 Adopted Budget is hereby amended as set forth in the table below:

Revenue Account No.	Description	Amount
	NOT APPLICABLE	
TOTAL:		

Expenditure Account No.	Description	Amount
400-9000-9001-9230-270	PD Locker Room Remodel Project	$159,000

TOTAL:		**$159,000**

SECTION 3. The City Manager, or their designee, is authorized and directed to implement the budget amendments, including transfers appropriations, and related accounting entries, in accordance with this resolution.

SECTION 4. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 21st day of January 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, 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 21st of January 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

Nikima S. Newsome, Chief City Clerk

From: William Kelly
To: City Council Public Comment
Subject: General Public Comment for 1-21-26 Meeting on Flock Review
Date: Wednesday, January 21, 2026 7:39:01 AM

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

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

January 11, 2025

Dear Councilmembers:

On June 18, 2025, the city promised to review the data security aspects of South Pasadena's contract with Flock Safety, which provides its police department with automated license plate readers. The city council called for the review to be completed by October 2025 amid substantial community concern the data could be accessed and used by Immigration & Customs Enforcement, Customs & Border Protection, and a variety of other law enforcement agencies to:

- Apprehend and disappear immigrants, including children, without due process;
- Track women from other states seeking abortions in California; and
- Monitor people who peacefully protest or seek to document legal abuse by masked federal agents on our streets. Indeed, the scenes of ICE activity in cities from Portland to Minneapolis are reminescent of those from Iran and other nations around the world ruled by dictators.

Since the city committed to reviewing how to ensure that data from the automated license plate reader cameras cannot be misused, ICE's tactics have become increasingly brutal. Since immigration raids started in 2025, federal agents have fired weapons at residents 16 times, injuring 7 and killing 4 individuals, most recently Renee Nicole Good, a 37-year-old mother of three. Goode was participating in an ICE watch group in Minneapolis, a perfectly legal activity (https://www.wcvb.com/article/ice-immigration-shooting-data/69948697).

In light of this escalating ICE violence, we feel compelled to remind you that:

- The 2017 California Values Act (SB 54), with limited exceptions, prohibits state law enforcement agencies from providing information and assistance to ICE to enforce federal immigration laws; (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB54); and

- Numerous audits, investigations, and news reports (too numerous to recount here) have documented widespread misuse of license plate reader data.

We, therefore, demand that the city explain to residents what it has found in its review and assure that data produced here is not going to federal agents or other law enforcement agencies to use in immigration enforcement or to abridge civil liberties.

Signed:

Lula Cummings

Grace Dennis

Alex Romero

Priscilla Zaragoza

Gabby Valle

Anne Bagasao

William Kelly

Denise Durrett

Audrey Martinez

Nick Taylor

Rachel Faught

Phunh Hyunh

Drew Tager

Jamie Benevidez

Lana Revis

Russell Farmarco

Steve Leland

Rachel Hamilton

Michael Serrano

Wendy Gutschow

Caitlin Lanoff

Ella Hashugen

Bill Kelly



From:	Hans Baumann
To:	Jon Primuth; Bassam Al-Beitawi; City Manager"s Office; CCO; PWIC Public Comments; City Council Public Comment
Subject:	Re: Child and Pedestrian Safety @ Indiana & Monterey Intersection
Date:	Tuesday, January 20, 2026 5:36:22 PM
Attachments:	26-0120 Arroyo Vista Child Traffic Safety.pdf

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Dear City Councilmembers and City Staff,

I am following up on my Oct. 15 email regarding pedestrian safety at Indiana Ave. and Monterey Rd. near Arroyo Vista Elementary. I did not receive a response, so I'm including the attached 2-page PDF documenting observed conditions during a single signal cycle during the Arroyo Vista Elementary walk-to-school period. The conditions shown occurred simultaneously and are recurring, not anomalous.

Notably, these images were taken after the recent crosswalk repainting and illustrate that repainting alone has not addressed the underlying safety issues at this intersection.

Please review the attachment and advise:

1. Who the staff lead is for this intersection, and
2. Whether the City has initiated—or will initiate—a formal safety/operational review of this intersection.

Sincerely,
Hans Baumann
Fellow, Landscape Architecture Foundation
Fulbright Scholar
California Licensed Landscape Architect #6270
Principal, Studio HBLA
1312 Gates Place, South Pasadena, CA

On Wed, Oct 15, 2025 at 9:36 PM Hans Baumann <hans@hbaumann.com> wrote:

> Dear City Councilmembers and City Staff,
>
> I am writing to you regarding pedestrian and traffic safety at the intersection of Indiana Avenue and Monterey Road near Arroyo Vista Elementary.
>
> In addition to being a local resident and parent, I am a **licensed landscape architect** with **over twenty years of professional experience**. As both a concerned citizen and the principal of a design practice **headquartered here in South Pasadena**, I want to reinforce that this intersection presents not only a significant public-safety concern but also a clear

design and liability issue for the City.

Based on my professional assessment, the **Monterey @ Indiana intersection does not appear to meet standard sight-distance requirements** as currently maintained. Vegetation, curb geometry, and lane alignment together limit visibility for both drivers and pedestrians. This configuration requires a comprehensive redesign—minor signal or signage adjustments will not be sufficient.

I would also note that a **"road diet" for Monterey Road between Pasadena Avenue and Fair Oaks Avenue was formally recommended in 2015**, yet there are no signs of implementation at present. The **recent accidents cited in my community's correspondence to your offices**, along with the **motorcyclist fatality earlier this year**, demonstrate that this corridor continues to perform poorly from a vehicular safety standpoint and our community has—collectively—attested to the lack of safety at this intersection as pedestrians. The pattern of collisions indicates a systemic design problem rather than isolated incidents.

As a **Fellow of the Landscape Architecture Foundation** and a **Fulbright Scholar**, I have worked with municipalities across the United States and abroad on the redesign of streetscapes and transportation corridors. From both a technical and civic standpoint, South Pasadena now faces a critical decision: act proactively to redesign this segment of Monterey Road—or risk continued accidents and potential exposure to claims of negligence for maintaining a known hazard.

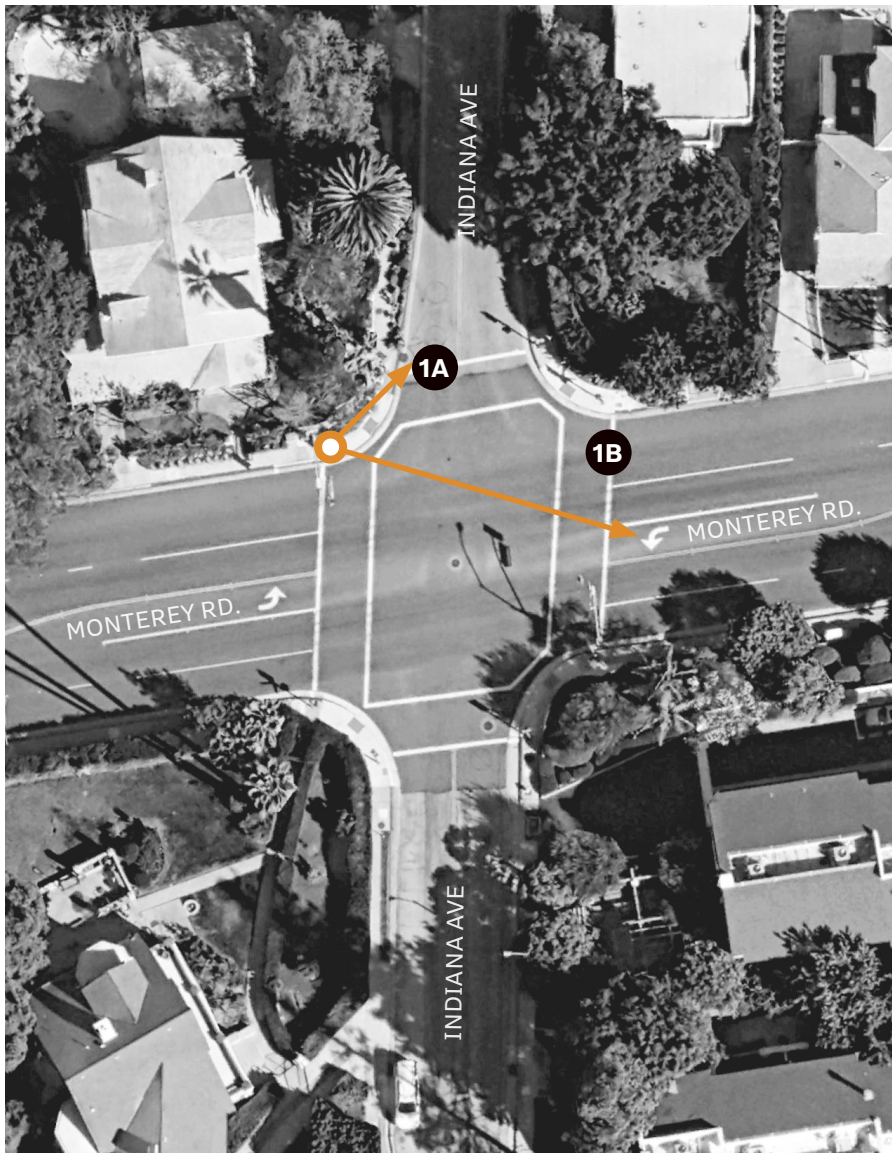
I urge the City to direct Public Works and any related City Departments to implement a formal safety and design review of this intersection and the adjacent corridor and to act upon those findings with urgency and intent. I would be glad to meet on-site with staff or consultants to discuss feasible solutions consistent with Complete Streets principles and other best practices.

Thank you for your attention to this urgent matter.

Sincerely,
Hans Baumann
Fellow, Landscape Architecture Foundation
Fulbright Scholar
California Licensed Landscape Architect #6270
Principal, Studio HBLA
1312 Gates Place, South Pasadena, CA

--
H. Baumann
310.980.4165
www.studiohbla.com

--
H. Baumann
310.980.4165
www.studiohbla.com





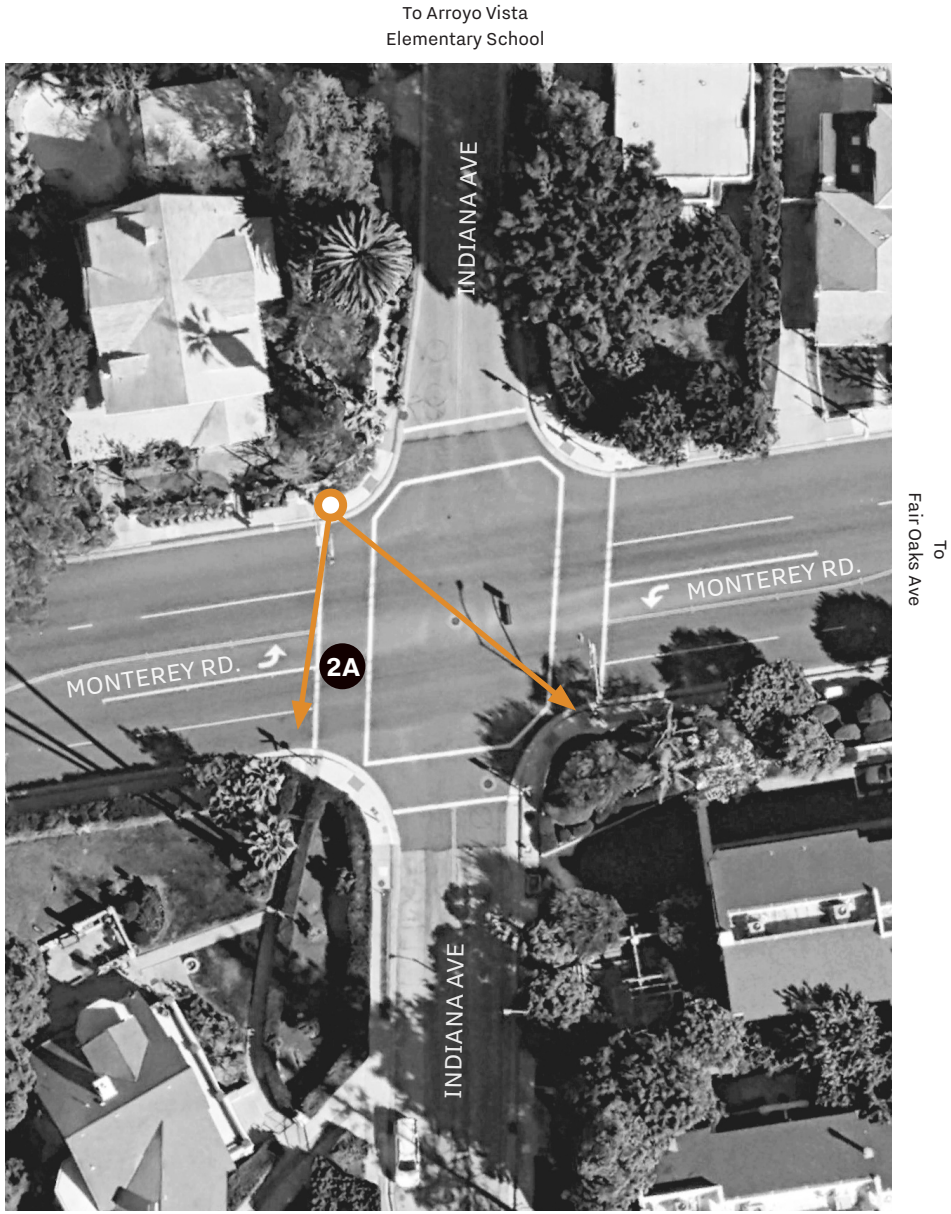
VIEW 1: INDIANA AVE @ MONTEREY
Northwest corner looking East
8:05am / December 16, 2025

1A SIGHT DISTANCE ISSUE
From the northbound Indiana stop line, visibility to Monterey is limited; drivers therefore encroach into the Indiana crosswalk to gain sight lines.

1B CROSSWALK ENCROACHMENT
Vehicle stacking at the Indiana Avenue railroad crossing regularly backs up to Monterey, with right-turning vehicles blocking both crosswalks.

NOTE:
Views 1 and 2 were recorded within a single signal cycle and document simultaneous conditions during the Arroyo Vista Elementary School walk-to-school period. Video documentation is available upon request.

STUDIO HBLA
1312 Gates Place
South Pasadena, CA 91030
e: studio@studiohbla.com
w: www.studiohbla.com





VIEW 2: INDIANA AVE @ MONTEREY
Northwest corner looking South
8:05am / December 16, 2025

2A CROSSWALK ENCROACHMENT
Queue spillback from stacking at the Indiana Avenue railroad crossing restricts eastbound Monterey left turns. In the observed condition, a driver entered on insufficient storage and came to rest beyond the crosswalk within the intersection, obstructing the pedestrian path for the full WALK interval.

STUDIO HBLA
1312 Gates Place
South Pasadena, CA 91030
e: studio@studiohbla.com
w: www.studiohbla.com

NOTE:
Views 1 and 2 were recorded within a single signal cycle and document simultaneous conditions during the Arroyo Vista Elementary School walk-to-school period. Video documentation is available upon request.

From:	Krista Fox
To:	Jon Primuth; Bassam Al-Beitawi; City Manager"s Office; CCO; PWIC Public Comments; City Council Public Comment
Subject:	Indiana Ave and Monterey Rd Pedestrian safety issue
Date:	Tuesday, January 20, 2026 8:39:49 PM
Attachments:	26-0120 Arroyo Vista Child Traffic Safety.pdf

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Dear City Council Members,

I want to acknowledge the recent changes made at the intersection of Indiana and Monterey Rd. While I appreciate the City taking action, it is critical to state clearly and unequivocally: the changes have not solved the safety problem.

Despite the updates, vehicles continue to:

- Ignore pedestrians in middle of the crosswalk (all times of the day)
- Run red lights
- Speed through the intersection during active crossing times

This is not an isolated or occasional issue, it is ongoing and observable daily.

Most importantly, children cross this intersection regularly. Families, students and caregivers rely on this crossing to be safe. The current conditions place them at real and unacceptable risk. Near-misses are frequent and it feels only a matter of time before someone is seriously injured.

Paint, signage, and minor adjustments are not enough. This intersection requires serious infrastructure changes and measures that physically force drivers to slow down and obey traffic laws.

Examples may include (but are not limited to):

- Raised crosswalks or speed tables
- Pedestrian-only crossing phases
- Physical traffic calming or barriers
- Enhanced enforcement during peak crossing hours

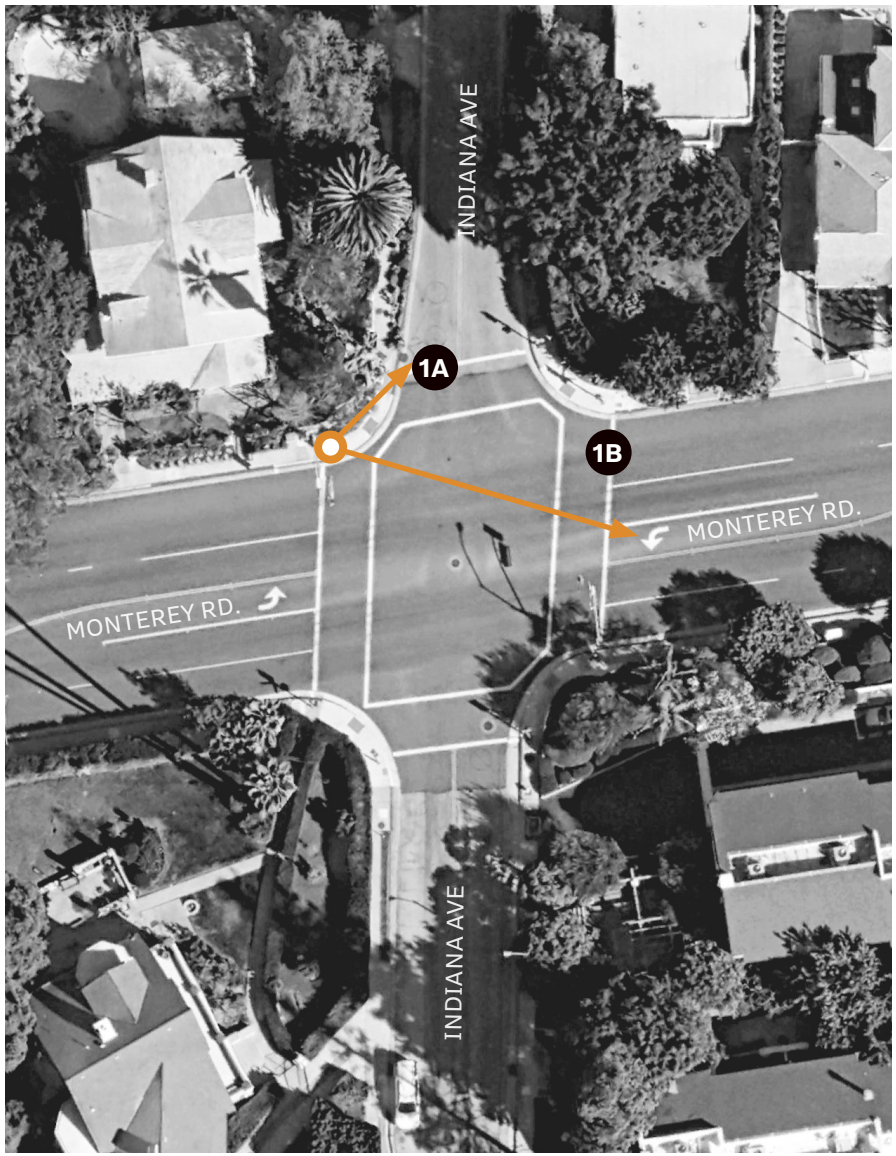
We cannot rely on driver “awareness” when the consequences of failure are so severe. Kids are crossing the street. That alone should warrant immediate and decisive action.

I urge the Council to prioritize this intersection and commit to solutions that demonstrably protect pedestrians, not just signal intent. Our community is watching and raising the alarms to you.

Thank you for your attention. I look forward to a response outlining next steps and a concrete plan for improvement.

Sincerely,

Krista Fox
1317 Gates Pl
520-517-8086





VIEW 1: INDIANA AVE @ MONTEREY
Northwest corner looking East
8:05am / December 16, 2025

1A **SIGHT DISTANCE ISSUE**
From the northbound Indiana stop line, visibility to Monterey is limited; drivers therefore encroach into the Indiana crosswalk to gain sight lines.

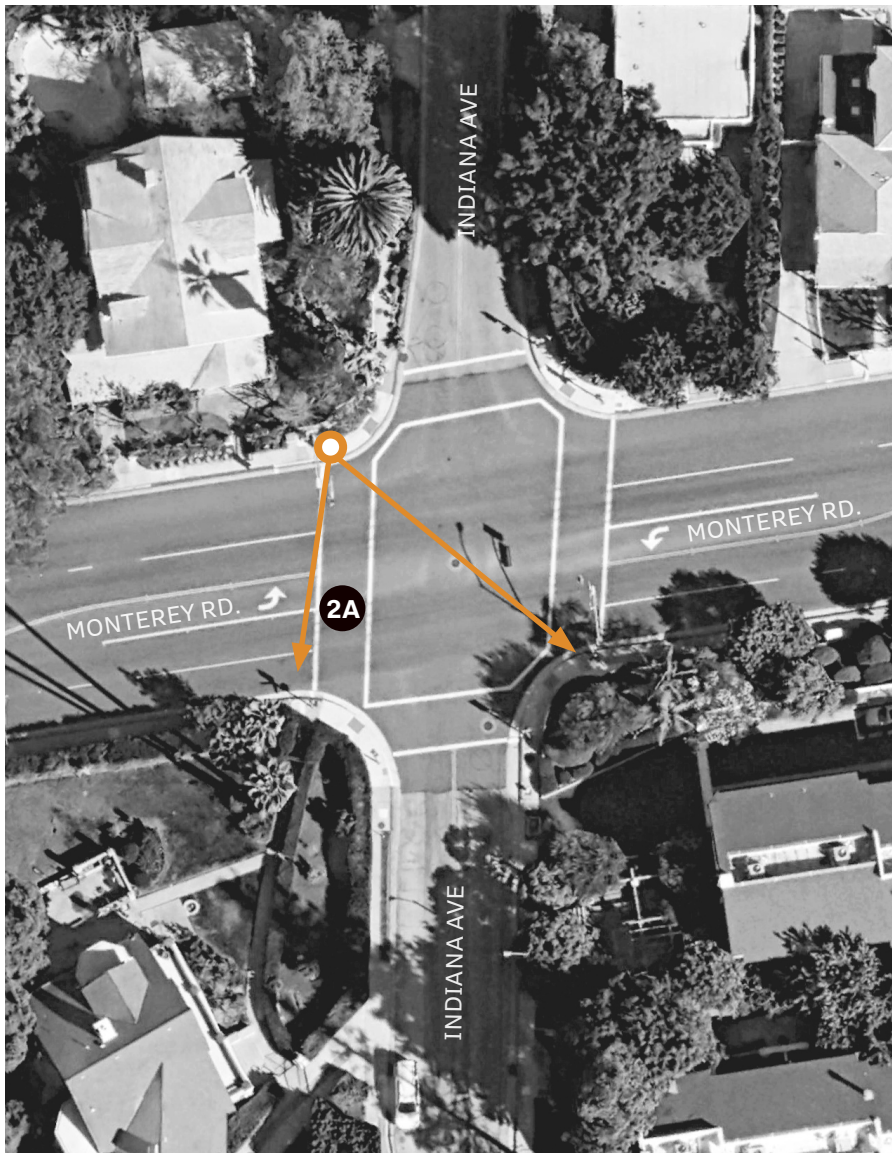
1B **CROSSWALK ENCROACHMENT**
Vehicle stacking at the Indiana Avenue railroad crossing regularly backs up to Monterey, with right-turning vehicles blocking both crosswalks.

NOTE:
Views 1 and 2 were recorded within a single signal cycle and document simultaneous conditions during the Arroyo Vista Elementary School walk-to-school period. Video documentation is available upon request.

STUDIO HBLA

1312 Gates Place
South Pasadena, CA 91030

e: studio@studiohbla.com
w: www.studiohbla.com





VIEW 2: INDIANA AVE @ MONTEREY
Northwest corner looking South
8:05am / December 16, 2025

2A CROSSWALK ENCROACHMENT
Queue spillback from stacking at the Indiana Avenue railroad crossing restricts eastbound Monterey left turns. In the observed condition, a driver entered on insufficient storage and came to rest beyond the crosswalk within the intersection, obstructing the pedestrian path for the full WALK interval.

STUDIO HBLA
1312 Gates Place
South Pasadena, CA 91030
e: studio@studiohbla.com
w: www.studiohbla.com

NOTE:
Views 1 and 2 were recorded within a single signal cycle and document simultaneous conditions during the Arroyo Vista Elementary School walk-to-school period. Video documentation is available upon request.

From:	Richard Lee
To:	Julian Lee; Jon Primuth; Bassam Al-Beitawi; City Manager"s Office; CCO; PWIC Public Comments; City Council Public Comment
Subject:	Re: Fw: Urgent traffic safety review requested
Date:	Wednesday, January 21, 2026 7:09:30 AM

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Dear councilmembers,

I am writing to you once again as a concerned resident regarding the intersection at Indiana and Monterey Rd. While I appreciate the zebra crosswalk paint and pedestrian yield signage, frankly, these measures are not working and our community does not feel safe.

Drivers continue to run red lights and speed through the intersection while people are in the crosswalk or about to enter. The most terrifying part is that this is a regular route for neighborhood children. Families rely on this crossing and it feels like we are gambling with their safety every time they step off the curb.

Paint and signs are clearly not enough to stop reckless driving. There have already been a number of motor vehicle accidents and the community is worried that a pedestrian motor vehicle tragedy is just a matter of time. We cannot wait for a child to be hurt to decide that more needs to be done.

We need physical changes that force drivers to slow down—things like speed bumps, raised crosswalks, or barriers. We cannot rely on drivers just "being better."

Please prioritize the safety of our kids over traffic flow and cost. I look forward to hearing your plan to fix this permanently.

Best regards,

Richard and Heidi Lee

1215 Indiana Ave

On Thu, Oct 16, 2025 at 12:45 PM Julian Lee <jlee@southpasadenaca.gov> wrote:

> Hello Richard,
>
> Please be advised that PWD staff is currently working to evaluate the traffic issues at Indiana Avenue and Monterey Road. Within next 2 week, we will provide you with an update on our traffic safety analysis.
>
> Meanwhile, please contact me via email or my cell at 626-497-8818 if you have any

question/concern. Thank you.

Julian Lee

Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Office: 626-403-7242
Cell: 626-497-8818

From: Richard Lee <rklee.td@gmail.com>
Sent: Thursday, October 16, 2025 8:37 AM
To: Jon Primuth <jprimuth@southpasadenaca.gov>; Bassam Al-Beitawi <balbeitawi@southpasadenaca.gov>; City Manager's Office <cmoffice@southpasadenaca.gov>; CCO <cco@southpasadenaca.gov>; PWIC Public Comments <pwicpubliccomments@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
Subject: Urgent traffic safety review requested

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

City Councilmembers,

I am writing to request an immediate safety review of the intersection at Indiana Avenue and Monterey Road. This intersection poses a significant danger to pedestrians, especially the many children who walk to Arroyo Vista Elementary. Just last week we saw a vehicle flipped over after an accident at that intersection. and many neighbors have witnessed three major accidents here in the last two months. The corner has dangerously limited visibility, sidewalks that end abruptly, and a consistent problem with drivers speeding and running red lights.

I urge you to prioritize this location for traffic calming improvements, such as reducing the speed limit, adding pedestrian bulb-outs, and adjusting traffic signal timing. Action is needed before a serious injury occurs.

Thank you for your attention to this critical issue that is important to all the families that live in the area and just want to feel safe walking to school.

Richard K Lee

858-945-4098

1215 Indiana Ave

--
Richard Lee

From: Yvonne LaRose
To: City Council Public Comment
Subject: General Public Comment: January 21, 2016 - Remembering the Dream
Date: Monday, January 19, 2026 12:13:30 PM

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As we honor Dr. Martin Luther King, Jr., it is important to remember that this holiday is not only a commemoration of a life, but a recognition of the legal and civic architecture his leadership helped bring into being. His work was grounded in a peaceful push forward to establish justice and belonging through nonviolent advocacy. The Civil Rights Act of 1964 — and specifically Title VII — reshaped the moral and operational expectations of workplaces, institutions, and public agencies across the country. Its later "offspring," the Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act (ADEA), expanded that promise by affirming that disability and age are not peripheral categories but essential dimensions of equity.

These laws are not abstractions. They define how communities function, how public agencies plan, and how cities ensure that every resident — including older adults and disabled ("differently abled") individuals — is protected, informed, and included. When we speak of community, inclusiveness, emergency preparedness, and public safety, we are speaking directly about the obligations embedded in ADA and ADEA. A resilient city is one that recognizes the full spectrum of its residents and plans accordingly.

In that spirit, I am submitting a written reflection titled **Remembering the Dream**, which expands on these themes and situates today's civic responsibilities within the broader legacy of Dr. King's work. The full piece is available through the linked title.

I, too, have a dream.

Yvonne LaRose, CAC
Organization Development Consultant:
Diversity/Title VII, Harassment, Ethics
[redacted]

From: Yvonne LaRose
To: City Council Public Comment
Subject: General Comment: ICE De-escalation and Preparation Accessible Resources
Date: Monday, January 19, 2026 2:10:18 PM

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Since August of 2025, I have been working to bring forward critical information regarding ICE encounters, I-9 audits, and the safety protocols that apply in civic spaces, workplaces, and community settings. These materials are not theoretical. They are grounded in employer-side compliance standards, including those recently reaffirmed in a Littler one-hour webinar that covered nearly all of the content I have been attempting to present. This information is essential not only from a **Public Safety** perspective but also as a matter of **Emergency Preparedness**.

Our community cannot prepare for emergencies if it excludes the very people who hold its memory, its experience, and its most vulnerable points of risk. Nor can it prepare for emergencies or mitigate conditions that could lead to preventable harm—such as an I-9 audit that reveals an undocumented worker—without clear, accessible guidance. In those situations, employers need to know what lawful avenues for remedy exist, how to reach the appropriate resources, what additional information is available, and how to access legal counsel with the proper specialization. In other words, our community must know how to be prepared and how to be safe.

In particular, Latino residents—especially those who appear Hispanic—remain the primary targets of ICE encounters and raids. In recent months, additional Title VII–protected populations have also been swept into the scope of ICE activity, including Somalis, Koreans, East Indians, and now Iranis as close as Westwood. These patterns are not hypothetical. They reflect the lived reality of our region.

There are times when I wait for transportation to or from the Library when I often see Hispanic nannies caring for toddlers—children who benefit from hearing and learning an additional language, and who thrive under the nurturing attention of these caregivers. Yet these same moments give rise to profound concern. There is a very real possibility that these nannies could become the targets of an ICE encounter, leaving the children in their care suddenly and dangerously unattended. We need to know what to do should that type of circumstance become a reality. That is Emergency Preparedness.

ICE encounters and ICE raids have increased in frequency and geographic spread. Encounters and protests are increasingly resulting in the use of deadly force without due process. This is no longer a distant concern. It's a present-day public-safety reality that requires proactive preparation.

Industries at high risk for I-9 audit scrutiny include childcare, healthcare, **especially staffing and food services**, and beauty—all of which operate within our city's boundaries. These

employers, and the workers they rely on, deserve accurate, vetted information. Many residents —including older adults, disabled individuals, multilingual families, and those who work in these industries—have asked that this information be made available. They need it. They deserve it. T**he City has the ability and the Title VII responsibility to provide it.**

Emergency Preparedness requires that we anticipate risks before they reach our borders, not after. Our city must be ready. Our residents must be informed. And our institutions—governmental, commercial, educational, religious, and personal—must have fingertip access to accurate, life-preserving guidance.

Therefore, I ask the Council to take the following actions to ensure that South Pasadena has a living, updated, and accessible Emergency-Preparedness and Public-Safety resource:

1. Approve the ICE Preparedness Resource List for placement on the City's website, ensuring that governmental, commercial, educational, religious, and personal audiences have fingertip access to accurate, vetted information.

2. Authorize all City entities to access and use these materials on an on-demand basis, so departments, commissions, and public-facing institutions can reference them immediately when questions, incidents, or community needs arise.

3. Direct staff to establish working relationships with Rapid Response and Legal Assistance organizations, so that awareness of trainings offered by these entities is readily available.

4. Approve a six-month update cycle for the resource guide, ensuring that the information remains accurate, legally current, and responsive to evolving conditions.

This is not a political request. It is a public-safety and emergency-preparedness resource that our community urgently needs.

Respectfully submitted,
Yvonne LaRose, Title VII Consultant

From: Yvonne LaRose
To: City Council Public Comment
Subject: General Public Comment: Loss of Transparency
Date: Monday, January 19, 2026 5:39:33 PM

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It was an innocuous activity. It was a revelatory activity. And the activity had been at the back of my mind for several months, mostly because of the increasing of no notices of events we in South Pasadena had come to take for granted would reach us.

There were

- the retirement celebration for Fire Chief Paul Riddle in 2024, the same year when
- Sheila Pausch retired from the South Pasadena Community Services Department (also with a send-off celebration)
- The Congress of Commissioners meeting is understandable. The official who initiated that program is no longer serving.
- However, the Ethics training for all incoming, continuing, and potential candidates for positions on Commissions or Boards hasn't happened since 2024.

These were a few cursory observations that occurred while handling business housekeeping duties. No doubt there are other activities that used to be part of the pulse of South Pasadena government activities that are no longer publicized - if they are still in practice.

Given our small town emphasis on being a thriving **community**, would it be a prudent move to resume providing those notices about community activities that allow us to feel involved and included in the things that make South Pasadena not only our home but a place where we live **with** our **neighbors** and celebrate our being a close-knit community?

Viva
Yvonne LaRose, CAC
Organization Development Consultant:
Diversity/Title VII, Harassment, Ethics

From:	Andrea Knopf
To:	Julian Lee; Jon Primuth; Todd Hileman
Cc:	Active Streets South Pas; Bassam Al-Beitawi; City Manager"s Office; CCO; PWIC Public Comments; City Council Public Comment
Subject:	Re: Urgent Traffic Safety Concern: Indiana Ave & Monterey Rd Intersection
Date:	Tuesday, January 20, 2026 6:25:36 PM

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To City Councilman Primuth, Julian and Todd,

I want to acknowledge the recent changes made at the intersection of Indiana and Monterey Rd. While I appreciate the City taking some action (putting zebra stripe crosswalks and "yield to pedestrian" signs), it is critical to state clearly and unequivocally: **the changes have not solved the safety problem.**

Despite the updates, vehicles continue to:

- Ignore pedestrians in middle of the crosswalk (all times of the day)
- Run red lights
- Speed through the intersection during active crossing times

This is not an isolated or occasional issue, it is ongoing and observable daily.

Most importantly, children cross this intersection regularly. Families, students and caregivers rely on this crossing to be safe. The current conditions place them at real and unacceptable risk. Near-misses are frequent and it feels only a matter of time before someone is seriously injured.

Paint, signage, and minor adjustments are not enough. This intersection requires serious infrastructure changes and measures that physically force drivers to slow down and obey traffic laws.

Examples may include (but are not limited to):

- Raised crosswalks or speed tables
- Pedestrian-only crossing phases
- Physical traffic calming or barriers
- Enhanced enforcement during peak crossing hours

We cannot rely on driver “awareness” when the consequences of failure are so severe. Kids are crossing the street. That alone should warrant immediate and decisive action.

I urge the City to prioritize this intersection and commit to solutions that demonstrably protect pedestrians, not just signal intent. **Our community is watching and raising the alarms to you.**

Thank you for your attention. I look forward to a response outlining next steps and a concrete plan for improvement.

Sincerely,
Andrea Knopf

On Thu, Oct 16, 2025 at 10:01 AM Andrea Knopf <andreafknopf@gmail.com> wrote:

> Thank you for your update and reply. I look forward to seeing the plans and the city taking action.
>
> Best,
> Andrea
>
> On Wed, Oct 15, 2025 at 2:13 PM Julian Lee <jlee@southpasadenaca.gov> wrote:
>
> > Hello Andrea,
> >
> > Please be advised that PWD staff is currently evaluating on the traffic measures at the intersection of Indiana Avenue and Monterey Road. We will provide you with an update within next 2 weeks for status on our analysis.
> >
> > Meanwhile, please contact me on email or my cell at 626-497-8818 if you have any question/concern. Thank you.
> >
> >
> > # Julian Lee
> >
> > Director of Public Works
> > City of South Pasadena
> > 1414 Mission Street
> > South Pasadena, CA 91030
> > Office: 626-403-7242
> > Cell: 626-497-8818
> >
> >
> > **From:** Andrea Knopf <andreafknopf@gmail.com>
> > **Sent:** Monday, October 13, 2025 5:49 PM
> > **To:** Jon Primuth <jprimuth@southpasadenaca.gov>; Bassam Al-Beitawi <balbeitawi@southpasadenaca.gov>; City Manager's Office <cmoffice@southpasadenaca.gov>; CCO <cco@southpasadenaca.gov>; PWIC Public Comments <pwicpubliccomments@southpasadenaca.gov>; City Council Public Comment <ccpubliccomment@southpasadenaca.gov>
> > **Subject:** Urgent Traffic Safety Concern: Indiana Ave & Monterey Rd Intersection
> >
> > **CAUTION:** This email originated from outside of the City of South Pasadena. Do not click links or open

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

Dear City Councilmembers,

I'm writing to urgently address the ongoing traffic safety issue at the intersection of Indiana Avenue and Monterey Road.

I recently attended a traffic meeting at Arroyo Vista Elementary where it was stated by the traffic officer that this intersection was not considered dangerous. However, in the past couple months alone, I have personally witnessed two accidents and just this week, yet another major collision occurred. This is becoming an increasingly alarming situation that demands immediate attention.

This intersection is heavily used by families and children walking to and from Arroyo Vista Elementary, yet it is extremely unsafe for pedestrians. All corners have limited visibility, the sidewalks end abruptly at the street, and cars routinely drive through at 50 mph. In addition, I have repeatedly observed drivers running red lights, further increasing the danger.

I strongly urge the city to prioritize this intersection for review and consider the following safety improvements:

- Reduce vehicle speeds along Monterey Road
- Narrow traffic lanes / add an island (much like Via Del Rey x Montery) to calm the traffic flow
- Add pedestrian bulb-outs to improve visibility and shorten crossing distance
- Increase the timing between light changes to ensure safer crossings

This intersection is a tragedy waiting to happen. Please take action before someone is seriously injured or worse.

Thank you for your time and attention to this urgent matter. I'm happy to discuss or provide additional details if helpful.

Sincerely,

Andrea Knopf
1236 Indiana Ave

From: Angelo Gladding
To: City Council Public Comment
Subject: General Public Comment for Jan 21 Council Meeting
Date: Wednesday, January 21, 2026 11:36:36 AM
Attachments: private-property-tree-remo.pdf

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Please include attached document in its entirety.

Thank you,
Angelo

South Pasadena Resident's Guide to the City's Tree Ordinance

Help Keep South Pasadena Green & Beautiful

South Pasadena's charm is closely related to its lush canopy of trees. Trees provide shade for buildings – saving energy for air conditioning—hold soil in place, and protect our watershed. They provide habitat for birds and other animals. Indeed, South Pasadena's efforts to maintain its urban forest have won the community acclaim as a "Tree City USA", a designation made by the National Arbor Day Foundation, in cooperation with the U.S. forest Service and the National Associate of State Foresters.

To maintain the urban canopy that makes South Pasadena so inviting, the city in 1991 adopted an ordinance which governs removal and replacement of trees. Tree removals are to be reviewed by the city Public Works Department, which has a certified arborist on staff. When the Department denies a tree removal permit application, residents are free to appeal to the City's Natural Resources and Environmental Commission (NREC). At times the Department also may choose to refer some applications for removal permits for consideration by the commission, which is a volunteer panel of residents appointed by the City Council that meets once a month.

The ordinance (attached) allows tree removals only when specific conditions exist. These are when:

1. Where the tree itself, its excess foliage or its limbs poses a reasonable risk of injury or harm to persons or property, or is interfering with a structure or building, and there is no feasible and reasonable alternative to mitigate the interference.
   (Interference generally does not occur unless a tree is planted within three times its diameter of a structure. Interference with plumbing pipes, which can be rerouted or repaired and protected through root trimming, generally does not constitute grounds for tree removal.)
2. Where, upon taking into account the size, shape, topography and existing trees upon the lot, the denial of the permit would create an unreasonable hardship on the property owner.
3. When a written determination has been made by an ISA certified arborist, after a visual inspection and scientific evaluation that the tree is so diseased or damaged that it is no longer viable or is a threat to property or to other trees. The Public Works Director or NREC may waive the requirement for an Arborist's statement when the tree can reasonably be determined to be dead by a lay person's visual inspection, or after conducting an inspection of the tree, the Director determines that the tree poses an obvious and imminent threat to life or property.
4. For the removal of significant or mature trees, where the replacement tree planting provides greater benefits than the existing tree's value, benefits or species.
   Applicants must demonstrate greater benefits including, but not limited to:
   - Reduction in energy use when trees are planted to shade structures
   - Reduction in water use when planting native species, etc.
   - Promotion of native species
   - Increasing the number of trees on the property
   - When trees ae planted to abate urban noise
   - When planting larger tree species

To apply for a tree removal permit you must:

- Fill out the application form, and
- Pay a permit processing fee

You will need the following information in order to complete the application forms:

- Type of tree or tree species (common name)
- Diameter of tree. To determine the diameter, place a tape measure around the trunk 4 feet above the ground to get the circumference. Divide the circumference by 3.14(pi) to get the diameter. If there are multiple trunks at four feet above ground, measure each the same way and add their diameters together to determine the total diameter.
- Location of tree, including measurements in feet from any structures (submit site plan to demonstrate tree interference to structures that are within 3 diameters of the tree). If the foundation damage is not obvious by visual inspection, a foundation report may be submitted to prove the structural interference.
- Reason for removal, that is , at least one of the following:
    - The tree is encroaching on a structure and causing damage: (damage to fences, sidewalks, or curbs do not qualify. Likewise, interferences with plumbing or sewers is not considered hardship and will not be allowed as a reason for tree removal)
    - The tree is diseased or dead;
    - The tree is creating an imminent threat to property or life; or
    - The tree is creating an undue hardship.
    - Documents to support item #4 above.
- A certified arborist's report documenting all of this information.
- Submit Diagram or Plan showing existing tree(s) onsite including common names and dbh (diameter at breast height) for all trees.

In general, tree removal will not be approved if trimming, root trimming, or minor structural modifications, Including rerouting or repair of pipes accompanied with root trimming can solve your problem. It can be less expensive to perform such minor work than to remove a tree. Trees will not be removed for aesthetic reasons.

If the Department of Public Works denies your application, you can appeal its decision to the Natural Resources and Environmental Commission (NREC). The Commission will want to examine all of the information listed above, as well as hear from you. However, in order to hear other cases in a timely manner and conduct other necessary business, the volunteer commission will limit discussion.

If your tree removal permit is approved, ***one 24" box tree will be required as a replacement for each ten-inch increment*** of the diameter of the tree being removed as follows:

- Up to 10 inches (one replacement)
- 11-20 inches (two replacements)
- 21-30 inches (three replacements)
- 31-40 inches (four replacements)
- Etc.

For native tree removals, ***two 24" box trees will be required as a replacement for each ten-inch increment.***

Development or Construction Replacement Trees

For non-native tree removals associated with development or construction, ***one 24" box tree will be required as a replacement for each six-inch increment*** of the diameter of the tree being removed. For native tree removals associated with development or construction, ***two 24" box trees will be required as a replacement for each six-inch increment.***

The city prefers that you plant native trees as replacements. Should you not have room to plant the trees on your property, you may arrange to have them planted on a neighbor's property. Optionally, you can donate a tree to the City and the Public Works Department will plant the trees on city property, such as in parkways, parks and medians.

Other rules apply under the ordinance, including special requirements for development and construction projects. Please read the ordinance carefully. It is illegal to remove trees without prior approval and penalties will apply when violations occur.
Permit fees and restitution in excess of $8,000 could be imposed for tree removals without a permit.

Only you can help keep South Pasadena green and beautiful by observing the city tree ordinance.

ORDINANCE NO. 2328

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING CHAPTER 34 ("TREES AND SHRUBS") AND AMENDING SECTION 36.410.020 ("PLANNING CLEARANCES") OF CHAPTER 36 ("ZONING") FOR CONSISTENCY WITH CHAPTER 34 ("TREES AND SHRUBS")

SECTION 1. Chapter 34 ("Trees and Shrubs") of the South Pasadena Municipal Code is amended to read as follows:

CHAPTER 34
TREES AND SHRUBS*

Sections:

34.1 Definitions.
34.2 Protected tree and shrub standard of care.
34.3 Maintenance of trees on public property.
34.4 Tree protection required in connection with development activity
34.5 Tree trimming permit applications.
34.6 Permit issuance or denial of tree trimming permit applications.
34.7 Criteria for approving tree trimming permit applications.
34.8 Appeals of tree trimming permit decisions.
34.9 Tree removal permit applications.
34.10 Permit issuance or denial of tree removal permit applications.
34.11 Criteria for approving tree removal permit applications.
34.12 Tree removal and replacement plans.
34.12-5 Replacement tree requirements.
34.13 Appeals of tree trimming and tree removal permit decisions.
34.14 Exemptions.
34.15 Obstruction.
34.16 Violations.
34.17 Penalties.

* For state law as to "Tree Planting Act of 1931," see Streets. & Highways Code, CA. §§ 22000 to 22202. As to "Park and Playground Act of 1909," see Government Code, CA. §§ 38000 to 38213.

As to hitching animals to trees, see § 5.12 of this Code. As to collection of brush, tree, etc., trimmings and stumps, see § 16.14. As to removal of trees from parks, see § 21.7.

34.1 Definitions.

As used in this chapter:

(a) "Caliper" means the diameter of the trunk of a tree measured at four feet above natural grade. In the case of multi-trunked trees, "caliper" is the sum of each trunk measured at four feet above the grade.

(b) "Certified Arborist" means a professional in tree care industry who has received their arborist certification through the International Society of Arboriculture.

(c) "City Arborist" means a certified arborist designated by the Director.

(d) "Commission" means the Natural Resources and Environmental Commission (NREC).

(e) "Damage" means any action taken which causes injury, disfigurement or death of a tree.

(f) "Deadwood" means limbs, branches or a portion of a tree void of green leaves during a season of the year when green leaves should be present.

(g) "Development" shall be defined per the city zoning code, section 36.700.020.

(h) "Director" means Public Works Director.

(i) "Drip line" means a series of points formed by the vertical dripping of water from the outermost branches and leaves of a tree.

(j) "Front yard" means that portion of private property as designated in the city zoning code.

(k) "Heritage tree" means a tree of historical value because it is a South Pasadena historical landmark. A heritage tree may be located on private or public property.

(l) "Intentional violation" means a violation of this Chapter 34 (Trees and Shrubs) that is committed by any person or entity who has actual or presumed knowledge of, or who has previously violated, its provisions. A commercial certified arborist/tree trimmer, a real estate developer, a general contractor, or anyone who has previously filed an application for a tree trimming or tree removal permit in the city shall be presumed to know the provisions of this Chapter 34.

(m)"ISA" means the International Society of Arboriculture.

(n) "Mature tree" means any variety of tree that has a caliper of at least four inches or more.

(o) "Native species tree" means any species of tree native to Southern California as defined by ordinance or resolution adopted by the city council.

(p) "Oak tree" means species of tree of the genus Quercus.

(q) "Planning review authority" means the individual or official city body (director of planning and building, design review board, cultural heritage commission, planning commission or city council) identified by the city zoning code as having responsibility and authority to review and approve or disapprove the development permit applications described in Article 6 of the city zoning code (zoning code administration).

(r) "Protected shrub" means a woody plant that is over sixteen feet in height, which has one or more trunk(s) equal to or greater than a four inch diameter.

(s) "Protected tree" means a heritage tree, mature oak tree, mature native species tree, significant tree, or protected shrub.

(t) "Protection" means the safeguarding of trees through proper treatment.

(u) "Real estate developer" means a person or entity that is engaged in the business of constructing or rehabilitating commercial or residential structures within the city for sale or lease to third parties.

(v) "Removal" means uprooting, cutting or severing of the main trunk of a tree.

(w) "Shrub" means a woody plant that is less than sixteen feet in height and may be multi-stemmed.

(x) "Significant tree" means any variety of tree that has a caliper of one foot or more.

(y) "Standard of care" means compliance with ANSI standards for tree care, irrigation, and maintenance, including trimming of foliage for tree or shrub.

(z) "Tree" means a woody perennial usually having one dominant trunk and a mature height greater than sixteen feet.

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

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

34.2 Maintenance **of trees on private property.**

Private property owners shall be responsible for the maintenance of trees on their property in accordance with the standard of care described in 34.1(y) of this chapter.

Pruning of oak trees and other trees should be limited to the removal of deadwood and the correction of potentially hazardous conditions as evaluated by a qualified certified arborist and approved by the director through the city's tree trimming permitting process. All pruning should be done in accordance with ISA pruning standards.

34.3 Maintenance of trees on public property.

The Public Works Department shall be responsible for the maintenance of trees on public property including but not limited to public rights-of-way and public parks. The Public Works Department shall prepare and implement the annual work plan for the maintenance of trees on public property. The adjacent property owner or tenant is responsible for irrigation of parkway trees in accordance with chapter 31.

34.4 Tree protection required in connection with development activity.

(a) Development must not interfere with tree standard of care. Irrigation should be administered to replace any soil moisture lost due to site excavation and a tree should continue to receive the amount of irrigation needed to thrive.

(b) Development shall not cause any physical damage to the limbs, bark, crown, or where the roots join the stem.

(c) No grading shall occur within the drip line of a protected tree. All work conducted within the protected drip line area should be accomplished only with hand tools and all activity within this area should be kept to a minimum to minimize soil compaction. This area should not be subjected to incidental construction work or to disposal of construction debris, including but not limited to paint, plaster or chemical solutions.

(d) Natural or preconstruction grade should be maintained per the recommendations of the city arborist in accordance with ANSI standards. At no time during or after construction should soil be in contact with the trunk of any tree above natural grade.

(e) No structure shall be located nor shall any construction requiring a permit occur within six feet of the trunk of a protected tree. No building, structure, wall or impervious paving shall be constructed within the drip line of any mature oak tree. Limited exceptions may be allowed by the director and documented on the permit.

(f) Any required trenching should be routed to minimize root damage and cutting of roots should be avoided by placing pipes and cables above or below uncut roots.

34.5 Tree trimming permit applications.

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

(1) more than ten percent of the live foliage or limbs of a mature Oak tree or mature native species tree will be removed within a twelve-month period; or

(2) more than twenty percent of the live foliage or limbs of any heritage tree will be removed within a twelve-month period.

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

(1) The name and residence or business address of the applicant;

(2) The location and description of the property on which the trees are located;

(3) A description of the proposed work including the reason for tree trimming. Photographs may be provided as exhibits, if desired;

(4) The name and state contractor's license number of the person who will perform the work. Permits shall only be issued to persons possessing a C-27 or C-61 (D-49) state contracting license;

(5) Additional information as the Director may require.

(c) The application shall be accompanied by a nonrefundable fee in an amount established by resolution of the city council.

34.6 Procedure for Consideration of Tree Trimming/Removal Applications

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

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

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

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

approval shall be advisory to the planning review authority decision associated with the development.

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

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

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

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

(3) The decision of the Director shall take effect fifteen calendar days after the date of mailing of the decision to the applicant and any interested persons to allow for the filing of any appeals. Unless the director's decision is appealed to the commission, upon payment of all fees associated with the tree trimming as established by resolution of the city council, the applicant shall be issued a tree trimming permit.

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

(1) The city receives reasonable objections during the notification period; or

(2) An appeal of the director's decision has been filed in accordance with this chapter; or

(3) At the discretion of the director.

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

34.7 Criteria for approving tree trimming permit applications.

(a) A tree trimming permit may be issued in either of the following instances:

(1) Where a written determination has been made by a certified arborist that the excess foliage or limbs of the tree pose a reasonable risk of injury or harm to persons or property or, are substantially interfering with the structural integrity or the use of an existing structure (including, but not limited to a fence or wall) and there is no feasible and reasonable alternative to mitigate the interference; or

(2) Where a written determination has been made by a certified arborist, after a visual inspection or scientific evaluation, that the limbs proposed to be trimmed are diseased or damaged. The director or commission may waive the requirement for a certified arborist's written statement when the proposed limbs to be trimmed can reasonably be determined to be dead by a lay person's visual inspection, or when, after conducting an inspection of the tree, the director determines that the tree poses an obvious and imminent threat to life or property.

34.8 Appeals of tree trimming permit decisions.

(a) Appealing tree trimming permit decisions associated with development:

(1) Tree trimming decisions associated with development are advisory to the planning review authority as a condition of approval of development. The applicant may appeal any development decision and conditions of approval pursuant to the appeal process set forth in the zoning code.

(b) Appealing tree removal permit applications *not* associated with development:

(1) The applicant or any interested party may appeal the decision of the Director to the Commission by filing an appeal in writing submitted to the Commission staff liaison within fifteen calendar days after the date of decision of the director.

(2) Decisions of the Commission may be appealed to the City Council by filing such appeal in writing submitted to the city clerk within fifteen calendar days after the date of decision of the commission. The appeal shall specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal.

(c) The appellant shall be responsible for all actual costs, including staff time, associated with any appeals.

34.9 Tree removal permit applications.

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

(1) The name and residence or business address of the applicant;

(2) The location or description of the property on which the proposed trees are to be removed;

(3) A description of the proposed work included the reason for tree removal. Photographs may be included as exhibits, if desired;

(4) A tree removal and replacement plan in accordance with this chapter;

(5) The name and state contractor's license number of the person who will perform the work. Permits shall only be issued to persons possessing a C-27 or C-61 (D-49) state contracting license;

(6) Additional information as the director may require. This information may include, but is not limited to, a list obtained from the county assessor of the names of the owners of all parcels within a one hundred-foot radius of the property upon which the trees are to be removed or trimmed.

(b) In addition to the application requirements of subsection (a) above, tree removal applications associated with development shall include all of the following:

(1) An arborist report prepared by a certified arborist;

(2) Project narrative;

(3) The proposed development plan depicting the actual and proposed location of structures, topography and existing trees, whether to be retained or proposed for removal;

(4) Site plan with elevations showing before and after sight lines of the properties landscaping and trees;

(5) Any other information the director or commission deem necessary for reviewing the tree removal application.

(c) The application shall be accompanied by a nonrefundable fee in an amount established by resolution of the city council.

34.10 Procedure for Consideration of Tree Trimming/Removal Applications.

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

(1) The applicant shall be responsible for all fees associated with the tree removal application review and processing in accordance with the fees established by resolution of the City Council.

(2) Upon receipt of the completed application, the Director shall cause notice to be sent by first-class mail to property owners and tenants of property located within a one hundred-foot radius of the subject property. Such property owners shall be given fifteen calendar days from the date of mailing within which to comment on the application. All comments shall be made in writing and submitted to the director. The notification process may be waived if noticing associated with the development is being sent as required by the Planning Review Authority and such notice specifically identifies the proposed removal of trees.

(3) The Director, after considering the application pursuant to the criteria set forth in Section 34.11, below, and any comments received from interested residents, shall provide the planning review authority with recommendations and conditions of approval associated with the proposed tree removal application. The Director's recommendations and conditions of approval shall be considered advisory to the planning review authority's decision associated with the development.

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

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

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

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

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

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

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

(1) The applicant is proposing to remove three or more healthy non-native significant trees; or

(2) The applicant is proposing to remove any healthy significant oak trees or significant native species trees; or

(3) The applicant is proposing to remove any heritage tree; or

(4) The city receives reasonable objections during the notification period; or

(5) An appeal of the Director's decision has been filed in accordance with this chapter; or

(6) At the discretion of the Director.

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

34.11 Criteria **for approving tree removal permit applications.**

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

(1) Where the tree poses a reasonable risk of injury or harm to persons or property or, is substantially interfering with the structural integrity or the use of an existing structure (including, but not limited to, a fence or wall), swimming pool, or building and there is no feasible and reasonable alternative to mitigate the interference.

(2) Where, upon taking into account the size, shape, topography and existing trees upon the lot, the denial of the permit would create an unreasonable hardship on the property owner. Redesign of any proposed development as an alternative to removal of an existing protected tree does not create an unreasonable hardship.

(3) Where a written determination has been made by a certified arborist, after a visual inspection or scientific evaluation, that the tree is so diseased or damaged that it is no longer viable or is a threat to persons or property, including to other trees. The director or commission may waive the requirement for a certified arborist's written statement when the tree can reasonably be determined to be dead by a lay person's visual inspection or when, after conducting an inspection of the tree, the director determines that the tree poses an obvious and imminent threat to life or property.

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

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

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

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

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

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

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

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

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

34.12 Tree removal and replacement plans.

Tree removal and replacement plans shall contain the following information:

(a) A drawing of the property which shows the location and species of all existing protected trees;

(b) A site plan showing the proposed development, including all existing and proposed structures, including the topography of the site, in accordance with subsection 34.9(b);

(c) The tree species and trunk caliper of all trees to be removed;

(d) The reason for removal. Any trees proposed for removal due to poor health or condition shall have the condition of the tree documented in a written report prepared and signed by a certified arborist;

(e) A second drawing of the property after the proposed tree removal which shows remaining trees and all proposed replacement trees. The replacement tree sizes and species must be clearly identified; and

(f) A certified arborist review of the tree plan, if required by the director. The certified arborist shall be contracted and managed by the city and all fees incurred shall be the responsibility of the property owner.

34.12-5 Replacement tree requirements.

The number of replacement trees is determined by the size of the existing tree(s) approved for removal, unless otherwise determined by the director in accordance with this chapter.

(a) Listed below are the replacement tree requirements for permitted tree removal *not* associated with development:

(1) For replacement of significant trees, one twenty-four-inch box replacement tree shall be required for each ten-inch increment of the caliper of the existing tree proposed for removal, or portion thereof. For example:

i. One twenty-four inch box replacement tree shall be required for each tree removed with a caliper of less than ten inches.

ii. Two twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between ten and twenty inches.

iii. Three twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between twenty and thirty inches.

iv. Four twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between thirty and forty inches; and so forth.

(2) For replacement of mature oak trees, mature native species trees, and heritage trees, two twenty-four-inch box native species replacement trees shall be required for each ten-inch increment of the caliper of the existing tree proposed for removal, or portion thereof. For example:

i. Two twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of less than ten inches.

ii. Four twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between ten and twenty inches.

iii. Six twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between twenty and thirty inches.

iv. Eight twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between thirty and forty inches; and so forth.

(b) Listed below are the replacement tree requirements for permitted tree removals associated with development:

(1) For replacement of significant trees, one twenty-four-inch box replacement tree shall be required for each six-inch increment of the caliper of the existing tree proposed for removal, or portion thereof. For example:

i. One twenty-four inch box replacement tree shall be required for each tree removed with a caliper of less than six inches.

ii. Two twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between six and twelve inches.

iii. Three twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between twelve and eighteen inches.

iv. Four twenty-four inch box replacement trees shall be required for each tree removed with a caliper of between eighteen and twenty-four inches; and so forth.

(2) For replacement of mature oak trees, mature native species trees, and heritage trees, two twenty-four-inch box native species replacement trees shall be required for each six-inch increment of the diameter of the existing tree proposed for removal, or portion thereof. For example:

i. Two twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of less than six inches.

ii. Four twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between six and twelve inches.

iii. Six twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between twelve and eighteen inches.

iv. Eight twenty-four inch box native species replacement trees shall be required for each tree removed with a caliper of between eighteen and twenty-four inches; and so forth.

34.13 Appeals of tree removal permit decisions.

(a) Appealing tree removal permit applications associated with development: Tree removal decisions associated with development are advisory to the planning review authority as a condition of approval of development. An applicant may appeal any development decision and its conditions of approval pursuant to the appeal process set forth in the zoning code.

(b) Appealing tree removal permit applications *not* associated with development: The applicant or any interested party may appeal the decision of the director to the commission by filing an appeal in writing submitted to the commission staff liaison within fifteen calendar days after the date of decision of the director. Decisions of the commission may be appealed to the city council by filing such appeal in writing submitted to the city clerk within fifteen calendar days after the date of decision of the commission. The appeal shall specifically identify the grounds upon which the appeal will be taken and summarize the facts and points of law in support of the appeal.

(c) If a tree removal is granted for a tree on the basis of imminent threat to life or property, the decision will be considered final and is not appealable.

(d) The applicant shall be responsible for all actual costs, including staff time, associated with any appeals.

34.14 Exemptions.

(a) No permit is required for the removal or trimming of a tree damaged by storm, fire, or other natural disaster which has been determined by the Director, Police Chief, Fire Chief, or code enforcement officer to be dangerous to life or property.

(b) No permit is required when the fire department has deemed the trimming or removal of the tree(s) is critical to providing an effective firebreak.

(c) Public utility companies required to trim or remove trees, upon submittal of a letter to the director or their designee outlining the specific trees along with reasons for removal or trimming, shall be exempt from the provisions of this chapter.

(d) The City and its contractors will not be required to obtain permits, but shall otherwise comply with this chapter.

(e) No permit is required for the removal of shrubs, other than protected shrubs.

(f) No permit is required for trimming of any tree other than those species and sizes specified in Section 34.5(a).

34.15 Obstruction.

(a) It is unlawful for any person, firm or corporation owning, leasing, occupying, having charge or control of any lot or premises in the City, to keep or maintain thereon any tree, shrub

or plant, or portion thereof, that interferes with or obstructs the free passage of pedestrians along or upon adjacent public sidewalks or of vehicles along or upon adjacent public rights-of-way.

(b) Every fence, sign, wall, hedge, tree, shrub or planting located within seventy-five feet of the point of intersection of the centerlines of streets or within seventy-five feet of the point of intersection of the centerline of a street and a railroad right-of-way, that is more than thirty-six inches in height measured from the nearest adjacent public street level and that, in the opinion of the director constitutes an obstruction to the clear view of motorists on the streets is declared to be a public nuisance; provided, however, that nothing in this section shall be deemed to apply to a wall, building or structure that has been or that may be constructed under a permit issued by the Building Department of the City.

(c) A violation of this section does not exempt a property owner from having to otherwise comply with the permit requirements of this chapter.

34.16 Violations.

(a) It is unlawful for any person to harm by any means, damage or cause to be damaged, any tree located within the city, or fail to comply with the standards of care described in subsection 34.1(y) for any tree located on their property or in an adjacent parkway.

(b) It is unlawful for any person to remove or transplant any protected tree from any property within the city unless a tree removal permit is first obtained from the city.

(c) It is unlawful for any person to trim more than twenty percent of the live foliage or limbs of any heritage tree located within the city within any twelve-month period, or cause the same to be done, without first obtaining a tree trimming permit from the city.

(d) It is unlawful for any person to trim more than ten percent of the live foliage or limbs of any mature Oak tree or a mature native species tree located within the city within any twelve-month period, or cause the same to be done, without first obtaining a tree trimming permit from the city.

(e) It is unlawful for any person to remove any tree from the parkway area between a sidewalk or private property line and street curb without first obtaining a tree removal permit from the city.

34.17 Penalties.

Any person violating any of the provisions of this chapter is guilty of a misdemeanor, except, at the discretion of the city prosecutor, the violation may be reduced to an infraction. Persons violating any of the provisions of this chapter shall be subject to the following:

(a) Penalties for any person who unintentionally violates the provisions of this chapter shall be as follows:
    i) the standard inspection fee; and

ii) double the required tree removal or trimming permit fee; and
iii) planting double the number of replacement trees required pursuant to section 34.12-5.

(b) Penalties for an intentional violation of this chapter not associated with development shall be as follows:
i) the penalties described in subsection a) of this section, above; and
ii) the payment of a tree replacement fee in an amount up to, but not to exceed double the value of the destroyed, removed, or damaged tree. The city arborist shall determine the value of the destroyed, removed, or damaged tree by using the most recent edition of the ISA Guide for Plant Appraisal.

(c) Penalties for an intentional violation in connection with development or anticipated future development on the property shall be the penalties described in subsections (a) and (b) and, in addition, the city manager may, in his or her discretion, refer the violation to the city prosecutor for criminal charges or to the Planning Commission for public hearing. The burden of proof shall be on the city to demonstrate that there is clear and convincing evidence to a reasonable certainty that there is an intentional violation. The planning commission, after considering all of the evidence, may impose the additional penalty of prohibiting the issuance of building or construction-related permits for a period up to five years from the date of the violation for the property upon which the violation occurred.

In determining whether a building permit may be issued with regard to the aforementioned prohibition, the planning commission shall consider whether the tree violation appears to be in furtherance of a development, as evidenced in the extent of tree damage, removal, damage to the root system, and/or excessive trimming of trees within the buildable area of a property; oral or written admissions; actions taken despite prior warnings; notices of violations; and the number and size of the damaged and/or removed trees.

Intentional violations in the context of development or anticipated development of property shall require the planning commission to determine whether restitution trees are to be planted on the property on which the violation occurred or on public land with costs paid to the city for tree selection, planting and maintenance, or a combination of both. The restitution trees shall be subject to either of the survival guarantees described in subsection 34.11(b) (5) or (6).

For purposes of this section, the violation shall be presumed to have occurred on the date the city has actual knowledge of the violation, and the violator shall have the burden of proving an earlier commencement date, if entitlement to an earlier date is claimed.

Notwithstanding the aforementioned prohibition, building or construction-related permits may be issued if in the opinion of the director of planning and building, they are necessary for the preservation of public health, safety or welfare.

(d) Payment of any penalty and planting of replacement trees shall occur within sixty calendar days of the date the violator was directed to take such action by the director. If the violator does not complete planting of replacement trees within the allotted time, the director may

procure and plant the requisite replacement trees, and the violator shall be responsible for reimbursing the city for such additional costs. Reimbursement is due and payable within thirty calendar days of the city's issuance of a billing statement.

If payment of the penalty or reimbursement costs is not received by the city in sixty calendar days, the city manager can instruct that the outstanding obligation be collected in any of the following manners:

(1) A civil action in the name of the city, in any court of competent jurisdiction; or

(2) Use of a debt collection agency; or

(3) A lien on the subject property.

(e) All penalties and additional costs related to a tree violation must be paid to the city prior to its issuance of building or construction-related permits unless, in the opinion of the director of planning and building, such permits are necessary for the preservation of public health, safety or welfare.

SECTION 2. Section 36.410.020 ("Planning Clearances") of Chapter 36 ("Zoning") of the South Pasadena Municipal Code is amended to read as follows:

36.410.020 Planning Clearances.

A. Purpose of Section. This Section provides a procedure for issuing Planning Clearances, which are used to verify that a proposed structure or land use activity complies with the allowed list of activities and development standards applicable to the category of use or the zoning district of the subject parcel.

B. Applicability. Generally, any project requiring a Building Permit in compliance with the Uniform Building Code that will result in additional floor area requires a Planning Clearance to determine compliance with this Zoning Code. It is at this point that the Department staff advises the property owner or applicant if not the property owner, of further approvals that may be needed. If no further approvals are needed, the project may then proceed to the Building Permit process.

Planning Clearance required.

a. Specifically, a Planning Clearance shall be required for:

(1) The use of vacant non-residential land or structures, which shall be filed at least 14 days before the date the use is to be commenced;

(2) A structure which is to be erected or remodeled, which shall be filed in conjunction with the companion Building Permit application; and

i. Tree removals and trimming. Should a specific development project require the removal of trees, or the trimming of trees, no building permits shall be issued until the property owner, or applicant if not the property owner, obtains a permit pursuant to SPMC Chapter 34 (Trees and Shrubs).

ii. Penalty for tree violations. Pursuant to SPMC Section 34.16 (Violations) of Chapter 34 (Trees and Shrubs), it is unlawful for any person to remove or transplant any significant or mature heritage tree, a significant or mature native species tree, or a significant or mature Oak tree from any property within the City unless a tree removal permit is first obtained from the City. It is unlawful for any person to trim or prune more than 20 percent of the live foliage or limbs of any significant or mature heritage tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to trim or prune more than 10 percent of the live foliage or limbs of any significant or mature Oak or significant or mature native species tree located within the City within any 12-month period, or cause the same to be done, without first obtaining a tree trimming permit from the City. It is unlawful for any person to damage or cause to be damaged any significant or mature heritage tree, a significant or mature Oak tree, or a significant or mature native species tree located within the City. It is unlawful for any person to remove any significant or mature tree or shrub from the parkway area between a sidewalk or private property line and street curb, without the written permission of the Public Works Director or designee.

With respect to a violation of Chapter 34 (Trees and Shrubs), and pursuant to Section 34.17 (Penalties), if it appears that the violation is related to development or anticipated future development on the property and the violation warrants an additional penalty, the City Manager may also refer the violation to the Planning Commission for a public hearing. The burden of proof shall be on the City to demonstrate that there is clear and convincing evidence to a reasonable certainty that there is an intentional violation. The Planning Commission may then hold a public hearing. The Planning Commission, after considering all of the evidence, may impose the additional penalty of prohibiting the issuance of building or construction-related permits for a period of up to five years from the date of the violation for the property upon which the violation occurred.

SECTION 3. SEVERABILITY. If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person or circumstance, is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences or words of this ordinance, and their application to other persons or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 4. CEQA. This ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15308 as an agency regulatory framework that is intended to assure the maintenance, restoration, enhancement or protection of the environment.

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

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

PASSED, APPROVED, AND ADOPTED ON this 6th day of February, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)
Date: 2/8/19

APPROVED AS TO FORM:

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 6th day of February, 2019, by the following vote:

AYES: Cacciotti, Mahmud, Schneider, Joe, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ESTABLISHING A LIST OF PROTECTED NATIVE TREES, ADDING DROUGHT TOLERANT TREES AND RESCINDING RESOLUTION NO. 6509

WHEREAS, on December 3, 1997, Resolution No. 6509, was adopted by City Council to establish a list of protected native tree species; and

WHEREAS, the native tree list required updating; and

WHEREAS, a new list of drought tolerant trees was created due to the drought in California; and

WHEREAS, the City of South Pasadena's Natural Resources and Environmental Commission has reviewed the list of protected native trees and recommends the City Council update the list and add a list of drought tolerant trees.

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 hereby adopts the attached updated list of protected native and drought tolerant trees and rescinds Resolution No. 6509.

SECTION 2. The City Council of the City of South Pasadena hereby finds that the following species of trees are native Southern California for purposes of protection and regulations as specified in the South Pasadena Municipal Code.

Common Name	Scientific Name
Coast Live Oak *	Quercus agrifolia
Holly Oak *	Quercus ilex
Southern Live Oak *	Quercus virginiana
Scrub Oak *	Quercus berberidifolia
Canyon Live Oak *	Quercus chrysolepis
Engelmann Oak *	Quercus engelmannii
California Black Oak *	Quercus kelloggii
Interior Live Oak *	Quercus wislizeni
California Bay Laurel *	Umbellularia californica

Desert Willow *	Chilopsis linearis
Catalina Ironwood *	Lyonothamnus floribundus asplenifolius
California Sycamore *	Platanus racemosa
Toyon *	Heteromeles arbutifolia
So. California Black Walnut *	Juglans californica
Hollyleaf Cherry *	Prunus ilicifolia

* *California Native*

SECTION 3. The City Council of the City of South Pasadena hereby finds that the following species of trees are drought tolerant tree species for purposes of water conservation.

Common Name	**Scientific Name**
Fruitless Olive Tree	Olea europaea 'Majestic Beauty'
Shoestring Acacia	Acacia stenophylla
Incense Cedar	Calocedrus decurrens
Fruitless Sweetgum	Liquidambar styraciflua 'Rotundiloba'
Golden Trumpet Tree	Tabebuia chrysotricha
Willow Pittosporum	Pittosporum phillyraeoides
Pink Trumpet Tree	Tabebuia impetiginosa
Chinese Hackberry	Celtis sinensis
'Pink Dawn' or 'Morning Cloud'	Chitalpa tashkentensis
Chinese Fringe Tree	Chionanthus retusus
Paperbark Tree	Melaleuca quinquenervia
Australian Bottle Tree	Brachychitons
Blue Palo Verde	Parkinsonia florida
Desert Museum Palo Verde	Cercidium x 'Desert Museum'
African Sumac	Rhus lancea
Australian Willow	Geijera parviflora
Flaxleaf Paperbark	Melaleuca linarifolia
Chinese Pistache	Pistacia chinensis
Blue Atlas Cedar	Cedrus atlantica
Crape Myrtle	Lagerstroemia indica
Western Redbud	Cercis occidentalis
Strawberry Tree	Arbutus Marina
Fan-Tex Ash	Fraxinus velutina 'Rio Grande'
Sweet Bay	Laurus nobilis
Afghan Pine	Pinus eldarcia
Columbia Plane Tree	Platanus 'Columbia'
Ornamental Pear	Pyrus 'Chanticleer'
California Pepper	Schinus molle
Saw-Leaf Zelkova	Zelkova serrate

SECTION 4. 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 2nd day of July, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Richard L. Adams II, 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 2nd day of July, 2014, by the following vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

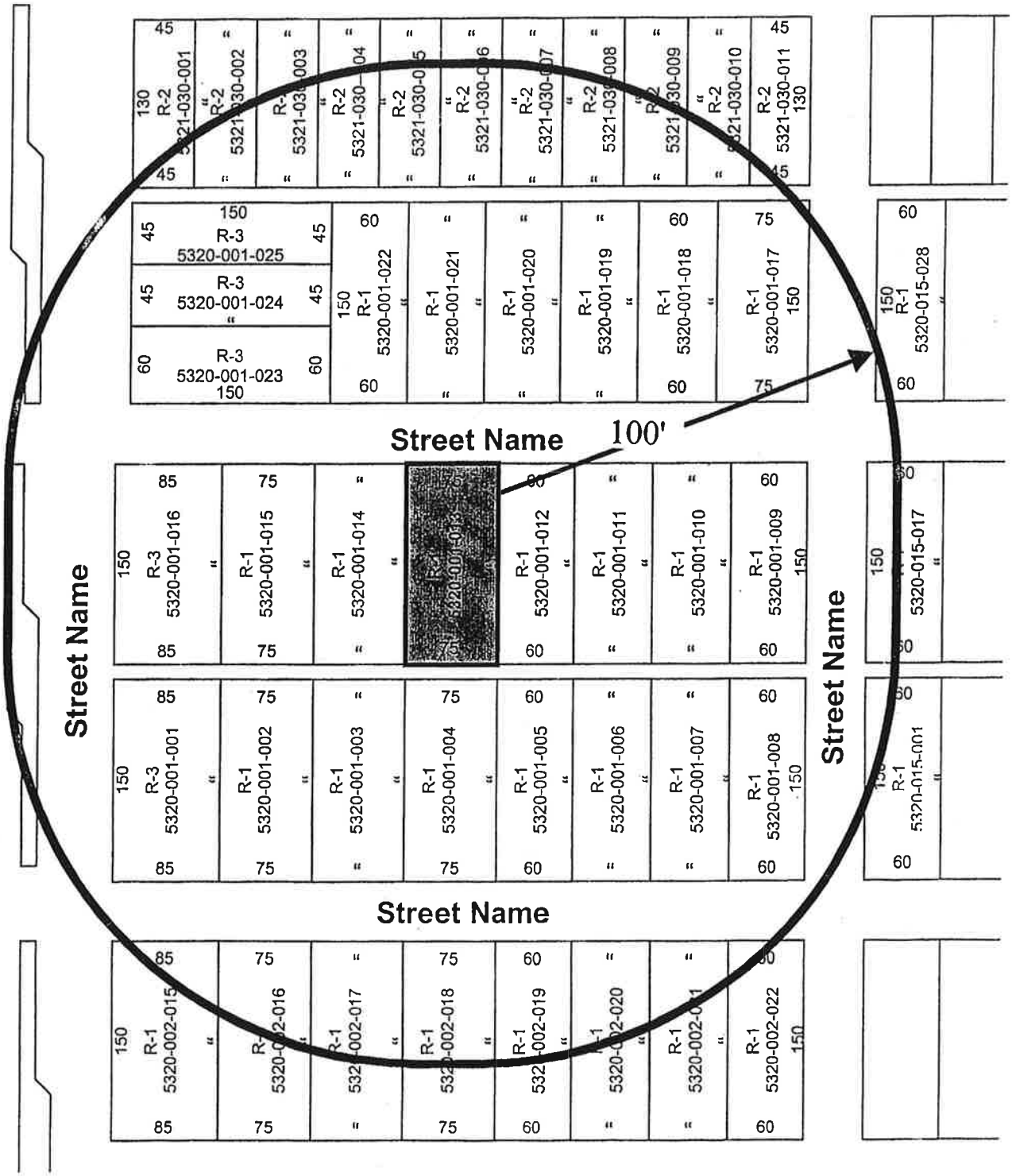
ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

CITY OF SOUTH PASADENA
SAMPLE 100-FOOT RADIUS MAP

Data Required:

- 100-foot Radius from exterior boundaries of Project Site.
- Property Owners/Occupants Names and Addresses listed on attached labels and keyed with Assessor's Parcel Number.



CITY OF SOUTH PASADENA
LIST OF RADIUS MAP SERVICES

Disclaimer:

The following services are provided for information only and are NOT endorsed or recommended by the City of South Pasadena. Other companies may exist that provide the same services.

GC Mapping Services
3055 W. Valley Blvd.
Alhambra, CA 91803
626-782-7879

AM Mapping Service
7211 Haven Avenue, Suite E 375
Alta Loma, CA 91701
626-403-1803

Susan W. Case, Inc.
917 Glenneyre Street, Suite 7
Laguna Beach, CA 92651
949-494-6105
Fax: 949-494-7418

Jess Esparza & Associates
6107 York Blvd.
Los Angeles, CA 90042
213-880-3832

Quality Mapping Service
14549 Archwood Street #301
Van Nuys, CA 91405
818-997-7949
Fax: 818-997-0351

JPL Zoning Services, Inc.
6257 Van Nuys Blvd., Suite 101
Van Nuys, CA 91401
818-781-0016
Fax: 818-781-0929

CONSTRUCTION PROJECT TREE INFORMATION

The City of South Pasadena has regulations to protect trees[1], including those on private property. Construction projects are reviewed for their potential effects on trees located on both the subject property and neighboring properties. This review is also mandated by State law [the California Environmental Quality Act –CEQA]. Trees will be reviewed by the Public Works department as part of the City's review of the formal project submittal (for Design Review, a Certificate of Appropriateness, a Hillside Development Permit, etc.)[2]. Trees are also reviewed for smaller projects (such as swimming pools, driveways, fences, etc.). *Applications that lack the required tree details will not be reviewed until these are provided in full.*

The following details are required on either a separate tree plan or on the site plan:

1. 1/8" scale (or larger)
2. All property lines
3. Footprint of existing structures
4. Area of addition/s (or new construction if a new project)
5. Area/s of any new driveways, parking areas, decks, swimming pools, etc.
6. Locations of all[3] Mature, Heritage, Significant, oak or native trees on the lot[4]
7. Locations of all trees on neighboring properties within 15' of the area of proposed construction (measured from the closest point of construction to the closest point of the tree canopy). [This is to ascertain the possible impact on root systems and overhead limbs.]
8. All trees are to be numbered.
9. Indicate any trees that will be removed or trimmed to accommodate the proposed project.
10. Show the canopy of each tree (accurately drawn to scale—do not use generic CAD templates).
11. Provide a table:

Tree number	*Species*	*DBH (Diameter at breast height [4' above the ground])*	*Effect of project (remove, trim, protect, none, etc.)*

12. Provide an aerial photo (Google Earth or similar) of the lot and adjacent lots.
13. Arborist's report. If an arborist has already evaluated the trees, please provide a copy of this report. Note: The City may require an arborist's report, depending on the types/sizes of trees and the impact of the proposed project on them.

    Because trees can also be affected by construction activity, the following information should be provided as soon as it is available. (These specific details may not be available until the construction phase of the project [so must be shown on the construction drawings], but the City strongly recommends that these potential impacts are taken into consideration during the design phase of the project.) The Planning department will advise if these details are required prior to project approval.
    a. Show the path/s of travel for construction vehicles (trucks, concrete trucks, etc.)
    b. Indicate any areas where a crane/lift truck, etc. will operate (this could impact tree limbs)
    c. Indicate any areas where dumpsters, building materials, etc. will be stored during construction

Tree removals require a Tree Removal Permit. Fees apply, and the City's tree ordinance requires that replacement trees be planted (or in-lieu fees paid to the City). Details of this process can be obtained from the Public Works department (626 403 7240)

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[1] The City's tree regulations can be found at http://www.qcode.us/codes/southpasadena/view.php?topic=34&showAll=1&frames=on

[2] It is strongly recommended that homeowners discuss proposed projects with the Public Works department early in the design process. Trees can be affected by construction activity (for example, cranes can damage tree limbs; heavy trucks can damage roots, excavation for foundations or swimming pools can cut roots, etc.). And certain costs (permit fees and replacement trees) apply for tree removal. Early identification of these issues may allow the project to be designed as to avoid impacting trees, which are a valuable natural resource.

[3] Most project submittals only require that the listed trees be shown. The City will advise if additional trees must also be shown.

[4] See reverse for further information (SPMC 34.1)

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CITY OF SOUTH PASADENA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
1414 Mission Street - South Pasadena - CA 91030 - 626-403-7240

PRIVATE PROPERTY TREE REMOVAL/REPLACEMENT PERMIT APPLICATION

Please submit site plan if more than three (3) trees are involved.

Inspection Fee: $141 PERMIT NO._____

Permit Fee: $364; 4 or more $504

All fees are nonrefundable

Job Site:_____

Property Owner's Name(S): _____Phone:_____

Address: _____

Contractor's Name: _____

Address: _____Phone:_____

City Business License No: _____

Trees 4" in diameter or greater are Mature Trees - Include all conditions warranting the removal
Please Submit plan if more than three (3) trees are involved

Tree(s) Diameter	Type of Tree(s)	Location of Tree	Reason for Removal

Office Use Only:

Application Received: _____ Tree Removal and Replacement Plan: _____ Arborist Report:_____

Project Narrative: _____ Proposed Development Plan: _____ Site Plan: _____ NREC Hearing Date: _____

Comment Period Begins: _____ Comment Period Ends: _____ Permit Ready: _____

PRIVATE PROPERTY TREE REMOVAL/REPLACEMENT PERMIT CONDITIONS:

(1) Conditions must exist to warrant the removal of any mature tree. Healthy trees which are not causing a hardship on the property owner shall not be approved for removal.

(2) Tree removals will include complete removal of the stump and backfill of the hole.

(3) For every tree approved for removal, multiple replacement trees must be planted anywhere on the owner's property or on City's property upon City's approval. For replacement tree(s) planted in the parkway, root barriers will be required to control the root system. The size of the replacement tree(s) is (are) based on the diameter of the trunk and the type of tree(s) for removal. The replacement tree(s) must be a minimum of 24″ box size or as specified by the Engineering Division.

(4) Replacement trees must be planted within 90 days of the **issuance date on the permit**.

(5) Prior to planting the replacement trees, a final inspection must be conducted by the City inspector to verify conformance with tree replacement requirements. Please call to schedule an appointment at (626) 403-7370, Monday through Thursday, 7:30 a.m. to 4:00 p.m.

(6) **A 100-foot radius map and mailing labels shall be required to provide public notice of the tree removal. Residents within a 100-foot radius of the property shall be given 15-days to comment on the tree removal prior to issuance of the permit.**

APPLICANT SIGNATURE: _____ DATE: _____

City use only

1. Recommended for Approval or Denial Type/Variety Inspected: _____

   Size of Tree: _____ Replacement Tree Size: _____ Qty: _____ Due by:_____

   Comments:

   _____

   Inspected By: _____ Date Inspected: _____

2. Recommended for Approval or Denial Type/Variety Inspected: _____

   Size of Tree: _____ Replacement Tree Size: _____ Qty: _____ Due by:_____

   Comments:

   _____

   Inspected By: _____ Date Inspected: _____

3. Recommended for Approval or Denial Type/Variety Inspected: _____

   Size of Tree: _____ Replacement Tree Size: _____ Qty: _____ Due by:_____

   Comments:

   _____

   Inspected By: _____ Date Inspected: _____

Esteemed Mayor Rossi, Mayor Pro Tem Ferguson and Councilmembers Caccociotti, Primuth and Braun:

This public comment is being written in order to express my support for a fee waiver for the Crowell Family YMCA Renovation Project. As a resident of South Pasadena, a former school principal at MHS and a member of our local Y, I would like to highlight the fine work and contributions the Crowell Family YMCA makes to our own and our surrounding communities.

We are well aware of the exemplary sport and fitness programs for community members. Nine-month-olds (whose mothers take advantage of free child care so that they can exercise) to 94-year-olds, participate in the wide variety of fitness classes offered at the Y. In addition to programming for fitness, the Y also offers our youth effective ways to build their leadership and citizenry skills.

Beyond serving our own community, the Y organizes opportunities for South Pasadenaeans to make a difference for our neighboring communities. Most recently, these included outreach to those affected by the fires; food drives for those impacted by the shutdown of federal programming (SNAP); and support for those families impacted by ICE raids.

The non-profit Crowell Family YMCA stands as an exemplary institution that has as its mission to strengthen the community by fostering youth development, promoting healthy living, and encouraging social responsibility for all. In short, it is a critical contributor in supporting what makes South Pasadena such a special place to call home.

Our Y now needs the support of our city. The Y is in great need of renovation. The funds for this purpose will be raised privately and the higher the fee waiver allowed by the City the quicker the money can be raised for the renovation. The Y's contributions are great and we have the opportunity to help the organization and its impact to thrive!

Respectfully,
Laurie Narro, Ed.D
Community and Active YMCA Member

From: Susan Mccarty
To: City Council Public Comment
Subject: YMCA fees
Date: Wednesday, January 21, 2026 6:58:17 AM

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

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

Dear City Council,
I am writing to ask that the $165.793. Fees for the planning process of the YMCA renovation project be waived in full by Council. The changes are so needed and are long overdue. This is an opportunity for Council to significantly invest in the utility and safety of this vital community facility.

Three generations of my family use the pool for 6 hours a week. The pool was the main reason we joined the YMCA. Since then we have learned about the myriad ways our YMCA serves and supports the community. The Youth In Government, sports programs, summer camps, fitness and wellness education programs are excellent. When the fires hit in 2025, our YMCA quickly became a hub for food and household goods distribution and outreach services to displaced families. They even provided free memberships so fire-affected families could use the Y and many did.

I think of our YMCA as “the little non-profit that COULD”. It does righteous and necessary things for our community and it does them on a shoestring budget. It also involves many community volunteers and donors in meaningful ways.

If council does not waive 100% of the fees, it will take even longer to raise the funds needed for this project through donations. This vital project needs to go forward now and with the full support of our city council.

Sincerely yours,
Dr. Susan McCarty
(Retired school administrator)


From: Josh Albrektson
To: City Council Public Comment
Subject: Item 16 public comment
Date: Monday, January 19, 2026 8:00:23 AM

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

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

At your October 15th City Council meeting you guys gave the owners of 1000 Buena Vista a $600,000 tax break. The city pays $150,000 of that and the South Pasadena Unified School Districts pays $300,000.

At that same meeting you gave 227 Oaklawn a $350k tax break, $87k paid by the city and $175k by the South Pasadena Unified School District.

The city council should give a full waiver of $165k to support a non-profit that truely benefits the city. The YMCA is so much more deserving of a contribution than the owners of $4 and $5 million dollar homes so they can replace their foundation.

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Josh Albrektson MD
Neuroradiologist by night
Crime fighter by day

From: Yvonne LaRose
To: City Council Public Comment
Subject: Public Comment: Item 18 - City's Discontinuation of Residential Water Service Policy
Date: Tuesday, January 20, 2026 7:54:13 PM

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I want to raise several concerns before the Council proceeds with the first reading of the proposed changes to the water bill collection policy.

First, I have experienced multiple instances where Athens Waste Services incorrectly reported my account as 90-plus days past due. This occurred in July, October, and again in December, despite my making monthly payments by phone. Each time, the arrearage disappeared once a staff member reviewed the account. These repeated errors demonstrate how easily a municipal billing system can misapply payments, lose records, or generate inaccurate delinquency notices. Before the City imposes penalties on water customers, it is reasonable to ask whether our own billing system has been independently verified for accuracy.

Second, I previously asked how many of the accounts listed as 90-plus days overdue are serviced by the Western Reservoir. That reservoir has had structural integrity issues for its entire 60-year existence. If pressure or delivery inconsistencies affected usage readings, then some of these arrearages may not reflect actual customer consumption. I have not yet seen an answer to that question, and it is essential to understanding the fairness of this policy.

Third, I have reviewed the Executive Summary, Background, Analysis, and Next Steps sections of the staff report. While these sections describe procedures, notices, payment plans, exemptions, and compliance with SB 998, *nowhere* in the legislative language is there any verification of the integrity of the amounts billed. There is no audit of arrearage data, no reconciliation of misapplied payments, no assessment of the Western Reservoir's impact on usage readings, and no confirmation that the delinquency list is accurate. Enforcement mechanisms are being expanded, but the accuracy of the underlying data has not been demonstrated.

Fourth, the proposed ordinance allows unpaid water arrearages to be transferred to the property tax roll, creating a lien against the owner's property. A lien is not a minor administrative step — it places a property owner's equity at risk. Before using a mechanism this severe, the City must verify that the arrearages are accurate, that payments were properly applied, and that no customer is being penalized for infrastructure failures beyond their control.

It would be neither fair nor equitable to penalize customers whose accounts were affected by the Western Reservoir, when the long-delayed repairs were not due to any remiss behavior on their part but to a long-standing infrastructure failure acknowledged by the City. Residents should not be charged multiple times — through penalties, through arrearages, through tax liens, and through future repair costs — for harm they did not cause.

For these reasons, I urge the Council to conduct a full accounting review and a

reservoir-impact analysis before moving this policy forward.

Yvonne LaRose, CAC
Organization Development Consultant:
Diversity/Title VII, Harassment, Ethics
[redacted]