CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, MAY 21, 2025, AT 7:00 PM

AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CALIFORNIA 91030

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In-Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – Meeting ID: **825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov
- Via Phone–+1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, https://zoom.us/join and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link: https://us06web.zoom.us/j/82599992830 or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER:	Mayor	Janet Braun
ROLL CALL:	Mayor	Janet Braun
	Mayor Pro Tem	Sheila Rossi
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Omari Ferguson
PLEDGE OF ALLEGIANCE:	Mayor	Janet Braun

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:
1) Name (optional), and
2) Agenda item you are submitting public comment on.
3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

2. PUBLIC COMMENT - GENERAL (NON-AGENDA ITEMS)

General Public Comment will be limited to 30 minutes at the beginning of the agenda. If there are speakers remaining in the queue, they will be heard at the end of the meeting. Only Speakers who submit a Public Comment card within the first 30 minutes of Public Comment period will be queued up to speak.

PRESENTATIONS

3. A PROCLAMATION DECLARING MAY 18-24, 2025 AS "PUBLIC WORKS WEEK" IN THE CITY OF SOUTH PASADENA

4. AN UPDATE FOR THE SOUTH PASADENA HISTORICAL MUSEUM FROM THE SOUTH PASADENA PRESERVATION FOUNDATION

INFORMATIONAL REPORTS

5. INFORMATIONAL REPORT ON RENTER PROTECTION MEASURES AND POTENTIAL EXTERNAL FUNDING SOURCES TO SUPPORT RENTERS AND PRESERVATION OF AFFORDABLE HOUSING

Recommendation

It is recommended that the City Council receive and file this report.

CHANGES TO THE AGENDA

6. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA

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

7. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $112,153.53; GENERAL CITY WARRANTS IN THE AMOUNT OF $762,837.56; ONLINE PAYMENTS IN THE AMOUNT OF $ 18,135.56; VOIDS IN THE AMOUNT OF ($0); PAYROLL IN THE AMOUNT OF $865,507.41.

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

8. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE XI (PURCHASING) AND ARTICLE XIII (AWARDING PUBLIC WORKS CONTRACTS) OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE PROCUREMENT PROVISIONS, INCLUDING REMOVING INCONSISTENCIES AND ADOPTING PROVISIONS FOR EMERGENCY SITUATIONS AND MAINTENANCE WORK

Recommendation
Staff recommends the City Council adopt the Ordinance amending Article XI (Purchasing) and Article XIII (Awarding Public Works Contracts) of Title 2 (Administration) of the South Pasadena Municipal Code updating the procurement provisions.

9. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 34 (TREES AND SHRUBS) RELATED TO THE PROCESS FOR OBTAINING TREE REMOVAL PERMITS FOR DEAD OR DYING TREES AND THE TREE REPLACEMENT REQUIREMENT

Recommendation
Staff recommends the City Council adopt the Ordinance amending Chapter 34 (Trees and Shrubs) related to the process for tree removal permits and the replacement requirement for trees that are no longer viable, such as dead or dying trees.

10. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO ADD SECTION 36.350.060 ADOPTING A CAMINO DEL CIELO OVERLAY ZONING DISTRICT, MAKING FINDINGS TO SUPPORT THE ZONING CODE AND MAP AMENDMENT

Recommendation

Adopt the the Ordinance amending Chapter 36 (Zoning) of the South Pasadena Municipal Code to add Section 36.250.060 adopting the Camino del Cielo Overlay Zoning District.

11. CONSIDERATION OF APPROVAL OF A SUBDIVISION IMPROVEMENT AGREEMENT WITH FSM SOPAS, LLC AND ACCEPTING THE PERFORMANCE AND LABOR/MATERIALS BONDS FOR PUBLIC IMPROVEMENTS FOR THE 1020 EL CENTRO SUBDIVISION FINAL MAP 84122

Recommendation

It is recommended that the City Council approve a Subdivision Improvement Agreement, in the final form approved by the City Attorney, and accept the performance and labor/material bonds for public improvements as part of Final Map No. 84122 for 1020 El Centro Street.

12. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOSAIC PUBLIC PARTNERS, LLC FOR EXECUTIVE RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $27,500, FOR A NEW TOTAL CONTRACT AMOUNT OF $55,000

Recommendation

It is recommended that the City Council consider approval of the proposed amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services, in an amount not to exceed of $27,500, for a new total contract amount of $55,000.

13. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC IN THE AMOUNT OF $65,000 PER FISCAL YEAR, TO PROVIDE POTABLE WATER QUALITY LABORATORY TESTING AND REPORTING SERVICES FOR FISCAL YEAR 2024-25 THROUGH 2026-27

Recommendation

It is recommended that the City Council consider entering into and approving a Professional Services Agreement with Eurofins Eaton Analytical, LLC to provide potable water quality laboratory testing and reporting services for Fiscal Year 2024-25 through 2026-27 for a not-to-exceed amount of $65,000 per Fiscal Year in the final form approved by the City Attorney.

14. RECEIVE AND FILE THE ANNUAL ADJUSTMENT FOR FISCAL YEAR 2025-2026 WATER AND SEWER CAPACITY CHARGES

Recommendation

It is recommended that the City Council receive and file information related to the annual adjustment of Water and Sewer Development Impact Fees, also referred to as Water and Sewer Capacity Charges, for Fiscal Year (FY) 2025-2026.

15. ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE FIRE STATION BAY APPARATUS DOOR REPLACEMENT PROJECT NO. 005178, AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT

TO COMMERCIAL DOOR COMPANY, INC. IN THE AMOUNT OF $10,298.75.

Recommendation

It is recommended that the City Council consider:

1. Accepting the Fire Station Bay Apparatus Door Replacement Project No. 005178 (Project) as complete; and
2. Authorizing the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorizing release of retention payment to Commercial Door Company, Inc. (Contractor) in the amount of $10,298.75.

16. ADOPTION OF A RESOLUTION INITIATING THE PROCEEDINGS AND ORDERING OF THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT

Recommendation

It is recommended that the City Council:

1. Adopt the attached Resolution initiating the proceedings for the Fiscal Year (FY) 2025-2026 Lighting and Landscaping Maintenance District (LLMD); and
2. Authorize the preparation of the Engineer’s Report for the annual levy and collection of assessments.

17. CONSIDERATION OF APPROVING AMENDMENTS TO MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR PUBLIC WORKS PROJECTS & PROGRAMS TO EXTEND THE TERMINATION DATE UNTIL JUNE 30, 2028 AND UPDATE THE FEES AND RATES DURING THE EXTENDED PERIOD AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENTS

Recommendation

It is recommended that the City Council approve the amendments to the existing master on-call professional services agreement with multiple vendors that are currently providing services to the City in order to extend the termination date of the agreement to June 30, 2028 and update the fees and rates for the extended period and authorize the City Manager to execute the amendments in the final form approved by the City Attorney, in order to continue the services of these on-call professional services across twenty-nine (29) disciplines for Public Works projects and programs.

18. CONSIDERATION OF A RESOLUTION ESTABLISHING TWO NEW EMPLOYEE CLASSIFICATIONS, JOB DESCRIPTIONS AND SALARY RANGES; APPROVING THE RECLASSIFICATION OF AN EXISTING POSITIONS; APPROVING SALARY RANGE ADJUSTMENT FOR ONE POSITION; AND APPROVING THE ALLOCATION OF FUNDS FROM MULTIPLE FUNDS AND VACANT POSITIONS TO SUPPORT THE PERSONNEL REQUESTS

Recommendation

It is recommended that the City Council consider adoption of the proposed Resolution to:

1. Approve and establish the job classification and salary range for the Senior Accountant;
2. Approve and establish the job classification and salary range for the Streets Superintendent;

3. Approve the salary adjustment and updated salary range for the Budget & Purchasing Manager position;
4. Approve the reclassification of the vacant Management Analyst position in the Finance Department to a Senior Accountant.
5. Approve the allocation of funds from the vacant Management Analyst position to the Senior Accountant; and
6. Approve the allocation of funds from the Special/Enterprise Funds and General Fund to support the changes.

ACTION/DISCUSSION

19. CONSIDERATION OF APPROVAL OF APPROPRIATIONS FOR FISCAL YEAR 2024-2025

Recommendation

It is recommended that the City Council consider the approval of the following appropriations for Fiscal Year 2024-2025

1. Appropriate $774,009 in General Funds to Account No. 103-2010-2501-8161-001 to fully fund the City's Insurance expenses for the FY 2024-2025;
2. Appropriate $120,000 from Water Enterprise Funds and $30,000 from Sewer Enterprise Funds to Account No. 101-2030-2032-8150-000 to fully fund the expenses incurred for the respective enterprise divisions;
3. Appropriate $16,000 in General Funds to Account No. 101-5010-5011-8180-000 to align with the revenues received by the Fire Department for plan check services;
4. Appropriate a total of $82,500 in General Funds to fully fund the costs of the expenses incurred by the City as a result of the January 2025 Windstorm and Fire Emergency, in the following accounts: $8,100 to Account No. 101-6010-6410-8020-000, $22,500 to Account No. 215-6010-6115-8180-000, $19,200 to Account No. 215-6010-6310-8170-000, $19,400 to Account No. 215-6010-6310-8180-000, and $13,300 to Account No. 215-6010-6310-8184-000;
5. Appropriate $113,100 in General Funds to Account No. 101-6010-6601-8120-000 to fully fund emergency repairs to the Senior Center and City Hall buildings; and
6. Appropriate $23,000 in General Funds to Account No. 101-6010-6601-8180-000 to fully fund emergency cleaning services costs incurred by the City.

20. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) AND AUTHORIZING STAFF TO INITIATE A PROPOSITION 218 PUBLIC HEARING; AND APRROVE A LETTER AGREEMENT WITH ATHENS SERVICES RELATED TO THE PAUSE ON THE ANNUAL RATE ADJUSTMENT

Recommendation

It is recommended that the City Council:

1. Adopt a Resolution that: (a) approves the first amended and restated agreement with Athens Services for Exclusive Solid Waste Handling services (Amended Agreement) in the final form approved by the City Attorney and City Manager; and directs staff to proceed and schedule a Proposition 218 (Prop 218) public hearing to consider the proposed solid waste rate adjustment changes and provide notice of

the public hearing; and
2. Approve a letter agreement with Athens Services regarding a pause on the July 1, 2025 annual rate adjustment until the conclusion of a Prop 218 public hearing and authorize the City Manager to sign and transmit the same.

21. APPROVAL OF THE CITY OF SOUTH PASADENA INVESTMENT POLICY FOR FISCAL YEAR 2025-2026

Recommendation
It is recommended that the City Council approve the City's Investment Policy for Fiscal Year 2025-2026.

22. CONSIDERATION OF APPROVAL OF AN INVESTMENT ADVISORY AGREEMENT BETWEEN THE CITY AND PAYDEN & RYGEL FOR INVESTMENT SERVICES

Recommendation
It is recommended that the City Council approve the investment advisory agreement with Payden & Rygel for investment services in the form approved by the City Attorney and City Manager and authorize the City Treasurer and City Manager to execute any and all documents to effectuate the agreement. In addition, the City Treasurer and City Manager are authorized to take the appropriate action to terminate the existing agreements with Western Assets Management Company and Morgan Stanley.

23. APPEAL OF THE NATURAL RESOURCES AND ENVIRONMENTAL COMMISSION'S DECISION TO APPROVE A TREE REMOVAL PERMIT OF TWO TREES AT 1459 INDIANA AVENUE

Recommendation
It is recommended that the City Council hold an appeal hearing, consider the documents relating to the tree removal permit application, receive public testimony from the applicant and the appellant on the permit application, and then consider a motion to deny the appeal and uphold the decision of approval by the Natural Resources and Environmental Commission.

PUBLIC COMMENT - CONTINUED

24. CONTINUED PUBLIC COMMENT - GENERAL
This time is reserved for speakers in the Public Comment queue not heard during the first 30 minutes. No new speakers will be accepted at this time.

COMMUNICATIONS

25. COUNCILMEMBER COMMUNICATIONS
The time allotted to speak per Councilmember is three minutes. Additional time will be allotted at the end of the City Council meeting agenda, if necessary.

26. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

June 4, 2025	Regular City Council Meeting	7:00 PM
June 18, 2025	Regular City Council Meeting	7:00 PM
July 2, 2025	Regular City Council Meeting (Cancelled)	7:00 PM

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available at City Hall and online for public viewing on the City's website: https://www.southpasadenaca.gov/Your-Government/Your-City-Council/City-Council-Agendas

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on May 21, 2025, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

05/17/2025 /S/

Date Mark Perez, Deputy City Clerk

City Council Agenda Report

ITEM NO. 3

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Ted Gerber, Director of Public Works

SUBJECT: **A PROCLAMATION DECLARING MAY 18-24, 2025 AS "PUBLIC WORKS WEEK" IN THE CITY OF SOUTH PASADENA**

Attachment:
Attachment No. 1 - May 18-24, 2025 Public Works Week

CITY OF SOUTH PASADENA

PROCLAMATION

Declaring May 18 through 24, 2025 as "Public Works Week" in the City of South Pasadena

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of South Pasadena; and

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works employees, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply & treatment, sewer, public buildings, parks, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in South Pasadena to gain knowledge and maintain ongoing interest and understanding of the importance of public works staff and public works programs in their respective communities; and

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED , I, Janet Braun, Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare the week of May 18th through 24th, 2025 as "Public Works Week" and to join with representatives of the American Public Works Association to pay tribute to our public works staff to recognize the substantial contributions they make to protecting our national health, safety, and quality of life for all.

	May 21, 2025
Mayor, Janet Braun	Date

City Council Agenda Report

ITEM NO. 4

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **AN UPDATE FOR THE SOUTH PASADENA HISTORICAL MUSEUM FROM THE SOUTH PASADENA PRESERVATION FOUNDATION**

Attachment:
Attachment No. 1 - SPPF Museum City Council Update

South Pasadena Historical Museum

City Council Update

May 21, 2025



Attachment No. 1

COMPLETION OF GRANT-FUNDED WORK

October through January







SOUTH PASADENA PRESERVATION FOUNDATION

ECLECTIC FESTIVAL

April 27



SOUTH PASADENA PRESERVATION FOUNDATION

MUSEUMS OF THE ARROYO DAY

May 4





SOUTH PASADENA PRESERVATION FOUNDATION

MARENGO ELEMENTARY 3RD GRADE FIELD TRIPS

May 13 and 15





SOUTH PASADENA PRESERVATION FOUNDATION

City Council Agenda Report

ITEM NO. 5

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Bradley Evanson, Interim Community Development Director
Eduardo Lizarraga, Senior Management Analyst

SUBJECT: **INFORMATIONAL REPORT ON RENTER PROTECTION MEASURES AND POTENTIAL EXTERNAL FUNDING SOURCES TO SUPPORT RENTERS AND PRESERVATION OF AFFORDABLE HOUSING**

Recommendation
It is recommended that the City Council receive and file this report.

Executive Summary
In alignment with Goal 6.0 in the City's adopted Housing Element, which is to expand and strengthen tenant protections for South Pasadena's existing renters, this report outlines current and emerging strategies to protect renters. It also identifies other potential approaches and external funding sources that can be further explored to support renter protections and preserve the existing housing stock.

Background
On February 19, 2025, the City Council was presented a staff report outlining potential approaches to rent stabilization. After the City Council's consideration and deliberation of the report, the City Council instead opted to explore alternative methods to assist renters. Staff was directed to identify broader strategies that support renter stability and could help preserve unsubsidized affordable housing, also referred to as naturally occurring affordable housing (NOAH).

Statewide Rent Caps and Eviction Protections
In recent years, legislative action has led to the establishment of certain laws designed to safeguard tenants across the state. The California Tenant Protection Act (AB 1482), enacted in 2019, establishes statewide limits on rent increases for most residential units. Rent increases are capped at 5% plus the local Consumer Price Index (CPI), or 10 percent – whichever is lower – within a 12-month period. If tenants move out and new tenants move in, the landlord can set the initial rent amount without restriction. Under AB 1482, evictions must be based on "just cause," which can be either at-fault or no-fault. At-fault reasons include failure to pay rent or violating the terms of the lease. No-fault reasons may include the property owner moving into the unit, removing the unit from the rental market, or plans to demolish the property.

Effective April 1, 2024, SB 567 amended AB 1482 to add additional "just cause" eviction rules

for owner move-ins. An owner move-in eviction is now only permitted if the owner or an immediate family member (spouse, domestic partner, child, grandchild, parent, or grandparent) intends to occupy the unit as their primary residence. The occupant must move in within 90 days and remain for at least 12 consecutive months. The eviction notice must name the intended occupant, state their relationship to the owner, and inform the tenant of their right to request proof. Additionally, there must be no other similar unit already vacant on the property that the owner or relative could move in to instead. Noncompliance requires the unit to be reoffered to the tenant under prior terms and includes reimbursement of reasonable moving costs.

SB 567 also amended provisions of AB 1482 related to "substantial remodel" evictions. However, South Pasadena does not recognize a "substantial remodel" as a valid reason for a no-fault eviction. Consequently, City ordinances provide more protections than those required under state law in this regard.

The maximum allowable rent increase under AB 1482 for most tenancies in the Los Angeles area, including South Pasadena, is currently restricted to 8.9% over a 12-month period (5% plus CPI of 3.9%). This cap will remain in place until August 1, 2025, when it will be reset based on new local inflation data.

Price-Gouging Restrictions
As of this writing, rental housing in Los Angeles County is still subject to the state's anti-price gouging law (Penal Code Section 396) due to the Governor's emergency declaration issued on January 7, 2025, in response to the Southern California wildfires. The law generally prohibits property owners from increasing the price of rental housing by more than 10% of the previously charged or advertised price. Violations may be reported to the District Attorney or the State Attorney General, who has been vocal about enforcement. Complaints can be submitted online at https://oag.ca.gov/contact/consumer-complaint-against-business-or-company. These restrictions have been extended through January 7, 2026 (Executive Order N-4-25).

Just Cause for Eviction Ordinance
In addition to the statewide protections, South Pasadena adopted its own Just Cause for Eviction Ordinance in 2021, with amendments in 2023, with more protections than AB 1482. The ordinance removes "substantial remodel" as a valid no-fault eviction reason unless repairs are legally required or necessary to address health and safety hazards, excluding cosmetic upgrades. It also mandates relocation assistance if tenants must temporarily vacate due to needed repairs.

Analysis
Policies and programs that support housing stability are a key component of the City's affordable housing strategy. This analysis provides an overview of current and emerging Housing Division efforts to support renter stability. It also identifies potential opportunities through external partnerships or resources that may warrant further exploration.

Housing Information Access and Support
Efforts to inform and support the community regarding tenant rights and available resources help increase public awareness and can enable early intervention in potential eviction or rent-related disputes, reducing the risk of displacement. The City's Housing Division currently provides information and referrals through phone, email, and in-person interactions, and

tracks inquiries, requests, and complaints to identify trends or patterns. In most cases, staff are able to respond to inquiries directly or provide appropriate referrals to external resources as needed. For habitability issues, the City's Community Improvement Division or the Los Angeles County Department of Public Health may be involved, depending on the circumstances.

The Housing Division can augment these efforts in ways that are feasible in the short term, and some of these efforts are already underway. The Division is in the process of updating its webpages to display frequently-sought after information for residents, including content about tenant-landlord rights and responsibilities, resources that may be available, and other housing-related information. In addition, funding for the City to partner with a community-based organization (CBO) to help provide fair housing, tenant education, and other services is already being considered in the budget planning process for Fiscal Year (FY) 2025-2026.

There are opportunities to further these efforts by collaborating with existing CBOs and partnering with the County of Los Angeles and other relevant agencies. For example, the County's Department of Consumer and Business Affairs offers free mediation services that could help in resolving certain landlord-tenant disputes. Publicizing these services and exploring the feasibility of establishing service-based partnerships with other agencies, such as hosting their offerings locally on a part-time or intermittent basis, could provide benefits to South Pasadena renters.

In addition, the City could engage with tenants' rights organizations to provide educational workshops tailored to the needs of the renter community. Similarly, given the prevalence of small-scale, less professionalized multifamily property owners in South Pasadena, there may be value in coordinating with landlord associations to offer workshops to help ensure owners are aware of and abiding by new laws and regulations. These activities would not only support tenant protections but also help property owners reduce legal risks and ensure compliance.

While some outreach can be expanded using current staff and funding, the City should, whenever viable, seek opportunities to leverage external resources and expand the local presence of service providers, particularly when such efforts can help address community needs.

Emergency Rental Assistance

The City may consider piloting an emergency rental assistance program to support renter households experiencing short-term financial instability. A potential funding source is the Permanent Local Housing Allocation (PLHA), administered by the Los Angeles County Development Authority (LACDA), which allows for the use of funds to prevent homelessness through emergency rental assistance. The City was ineligible for PLHA funding in previous years because its Housing Element was not in compliance with state law.

In FY 2025-2026, the City is eligible to receive up to $53,352 in PLHA funding. While this is a modest amount, PLHA is anticipated to be a recurring funding source, and the available allocation could support a small-scale pilot program modeled after similar efforts in other smaller cities. Due to the limited number of households that could be assisted with this amount of funding, staff would assess the feasibility of administering such a program in-house or contracting with a nonprofit or County partner, particularly during an initial pilot phase.

Although a rental assistance program would not address long-term affordability, it can provide

critical, short-term support to a limited number of at-risk households. An additional potential benefit is the opportunity to build local institutional capacity as a proof-of-concept initiative.

Staff plans to bring this item for the City Council's consideration at an upcoming meeting in June. The City would need to enter into a reimbursable agreement with LACDA to participate in the program. If the City does not pursue this year's funding, the allocation would be redirected to countywide programs, and the City must wait for future funding cycles to reapply.

Community Development Block Grant (CDBG) Funding
The Community Development Block Grant (CDBG) program is a federally funded program administered by the U.S. Department of Housing and Urban Development (HUD) that supports community development activities benefiting low- and moderate-income residents. The City is a non-entitlement jurisdiction, meaning it does not receive CDBG funds directly from HUD due to its population size. Instead, the City participates in the Los Angeles Urban County CDBG Program through an agreement with LACDA. Through this agreement, South Pasadena receives annual allocations of CDBG funds that can be used for a range of eligible activities.

Due to limited funding and restrictions associated with CDBG funds, the City has used this funding in recent years to support the Senior Nutrition Program and sidewalk replacements and improvements. For FY 2025-2026, the City Council has approved the allocation of $17,604 in CDBG funds to the Senior Nutrition Program and $99,756 for sidewalk replacements and Americans with Disabilities Act (ADA) ramp upgrades.

In other jurisdictions, CDBG funds are also used to support activities such as housing information and referral services, code enforcement, and fair housing programs. The City can consider the feasibility of directing a portion of future CDBG allocations to similar activities. Such consideration would require an assessment of limitations, including eligibility criteria and reporting requirements. For example, CDBG requirements do restrict how and to whom services can be provided, and there is no guarantee that sufficient participation from eligible residents would occur to justify the allocation.

State Notices of Funding Availability
The Housing Division closely monitors the anticipated release of draft guidelines, Notices of Funding Availability (NOFAs), and awards from the California Department of Housing and Community Development (HCD). While most state programs are prioritizing affordable housing development, a select few programs, such as the CalHome program, offer potential funding for the rehabilitation of existing homes, which could help preserve the City's current housing stock. However, funding for CalHome remains uncertain in the upcoming state budget, and the complexity of HCD programs and their evaluation criteria may affect the City's ability to compete for such funding.

As part of this monitoring effort, staff are also identifying opportunities to strengthen the City's readiness for future funding rounds. This includes reviewing eligibility requirements, assessing internal capacity, and exploring connections with experienced affordable housing developers, community development organizations, and service providers that could enhance South Pasadena's competitiveness for future state funding opportunities.

San Gabriel Valley Regional Housing Trust
The City is a member of the San Gabriel Valley Regional Housing Trust (SGVRHT), a joint powers authority established in 2020 to help fund and finance development of affordable

housing and homeless housing in the San Gabriel Valley.

The SGVRHT administers the Revolving Loan Fund, which offers below-market loans to fill financing gaps in affordable housing projects. Eligible uses include land acquisition, predevelopment costs, construction loans, bridge loans, and acquisition and rehabilitation expenses. While the fund has primarily supported new multifamily construction to date, its guidelines also allow for the acquisition and rehabilitation of existing rental housing, such as projects that: (1) introduce long-term affordability to previously market-rate housing through legal instruments such as deed restrictions, covenants, or other binding agreements; or (2) preserve existing affordable units by extending expiring affordability restrictions.

Although there are currently no projects or plans by the City or any housing-related entities involving the acquisition and rehabilitation of existing housing, this remains a potential tool for long-term housing preservation. For example, should an opportunity arise for a mission-driven nonprofit to acquire a property at risk of losing its affordability, regional funding through the SGVRHT could help support project implementation. If the City were to participate in such an effort, partnering with an experienced affordable housing organization would be advisable, particularly given the City's limited experience with this type of project. Such a partnership could improve the feasibility and competitiveness of any future funding application.

Legislative Outlook
As the City continues to explore strategies to promote housing stability, it may be worthwhile to monitor relevant state legislation and consider submitting letters of support for bills aligned with South Pasadena's housing goals. In particular, legislation that enhances housing affordability for renters or supports the financial stability of small-scale property owners, who are often providers of moderately-priced rental housing in the community, could have a local impact. The California Housing Partnership has recently identified housing-related bills that may warrant further research and ongoing monitoring. Notably, AB 736 and SB 417, both titled the "Affordable Housing Bond Act of 2026," propose placing a $10 billion bond measure on the June 2026 ballot to fund a range of state affordable housing programs.

Fiscal Impact
There is no fiscal impact resulting from this informational report.

Key Performance Indicators and Strategic Plan
This item aligns with Strategic Plan Priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation
This matter was not previously reviewed by a commission or board.

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

City Council Agenda Report

ITEM NO. 7

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager
Tatiana Fernandez, Management Analyst

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $112,153.53; GENERAL CITY WARRANTS IN THE AMOUNT OF $762,837.56; ONLINE PAYMENTS IN THE AMOUNT OF $ 18,135.56; VOIDS IN THE AMOUNT OF ($0); PAYROLL IN THE AMOUNT OF $865,507.41.**

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

Fiscal Impact
Executive Summary
Prepaid Warrants:
Warrant # 321181-321195: **$26,828.19**
ACH: **$85,325.34**
Voids: $0
General City Warrants
Warrant # 321196-321277: **$556,785.94**
ACH: **$206,051.62**
Voids: **($0)**
Payroll Period Ending 05/08/2025: **$865,507.41**
Online Payments: **$18,135.56**
Total: **$1,758,634.06**

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2024-2025 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

Explanation of Terms
Warrant – Directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants (payments) are only released after City Council approval.

Warrant Summary – Summarizes all of the payments prepared during a specific cycle. The

beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing. All the warrants for the current cycle are summarized and the detail of warrants provided to Council for review and approval.

Prepaid Warrant List - A Prepaid Warrant directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The Prepaid Warrants (payments) are released prior to City Council approval, however reported to City Council as a Prepaid. Prepayments are generally time sensitive and would incur additional charges if not paid within a specific time frame.

General City Warrant List – Detailed listing of all payments made for a specific cycle. The beginning of the cycle is the period after the last set of warrants were approved by Council and released as payment. The end of the cycle is the last date of invoice processing.
Online Payments – Payments made online. These are typically for time sensitive utilities, credit card payments, and sometimes require the use of the payee's portal (SCE, So Cal Gas, Amazon, etc.).

Voids – Checks that were issued and voided. Examples of such instances would be lost checks that were mailed out. Checks that were on a warrant that did not get approved by Council.

Payroll – All payments made related to payroll, such as payroll taxes, retirement benefits, CalPERS, Garnishments, payroll etc.

Attachment:
Attachment No. 1 - Warrant Summary.pdf
Attachment No. 2 - Prepay Warrant Summary.pdf
Attachment No. 3 - General Warrant Summary.pdf
Attachment No. 4 - Online Payment Report.pdf
Attachment No. 5 - Payoll Summary Report.pdf

City of South Pasadena
Demand/Warrant Register

Date 5/21/2025

Recap by fund	**Fund No.**	**Amounts**	
		Prepaid	**Written**
General Fund	101	77,244.70	510,629.06
Insurance Fund	103	-	928.80
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	25,525.11	-
Programs and Projects	107	-	-
Special Projects Fund	116		-
Local Transit Return "A"	205	210.18	2,149.05
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	1,081.71	2,409.03
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	919.46	27,628.82
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	16,600.00
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	676.07	6,730.09
County Park Bond Fund	232	-	-
Measure R	233	-	-
Measure M	236	-	4,872.00
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	1,160.00
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	144,644.25
Water Fund	500	4,353.16	23,153.73
Water Efficiency Fund	503	-	3,956.00
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	2,143.14	17,976.73
			-
	Column Totals:	112,153.53	762,837.56

City Report Totals:	874,991.09
Payroll Period Ending: 5/9/2025	865,507.41
Online Payments	18,135.56
Voids - General Warrant	-
Grand Report Total:	**1,758,634.06**

Janet Braun, Mayor

William Castrillon, Budget and Purchasing Manager

Hector Gomez, Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 05/12/2025 - 6:11PM

Check Number	Check Date	Amount
CSD3014 - Ca. State Disbursement Unit		
321181	05/08/2025	
Inv PR 04.25.2025		903.69
321181 Total:		903.69
CSD3014 - Ca. State Disbursement Unit Total:		903.69
SCFT0000 - Franchise Tax Board		
321182	05/08/2025	
Inv PR 04.28.2025		134.98
321182 Total:		134.98
SCFT0000 - Franchise Tax Board Total:		134.98
SCFT0001 - Franchise Tax Board		
321183	05/08/2025	
Inv PR 04.25.2025		90.00
321183 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00
SSDV2018 - Sandoval, Sheila		
0	05/08/2025	
Inv PR 04.28.2025		1,014.47
0 Total:		1,014.47
SSDV2018 - Sandoval, Sheila Total:		1,014.47
Total:		2,143.14

Accounts Payable

Check Detail

User: tfernandez
Printed: 05/12/2025 - 6:08PM

Check Number	Check Date	Amount
AMAZONCP - Amazon Capital Services, Inc.		
0	05/08/2025	
Inv 13TR-TD9M-3R9H		45.74
Inv 14HY-9PND-KCCN		28.64
Inv 1CC3-GW19-MK3M		81.42
Inv 1DTT-CPJ7-4LCV		115.75
Inv 1HQ7-WDDM-C1K7		21.28
Inv 1J6T-77YP-KYN4		96.99
Inv 1K6G-P9WW-6439		371.58
Inv 1MLG-CVKN-J39L		110.48
Inv 1N7Y-X3P1-4QRG		14.32
Inv 1NHJ-4DPC-J7QJ		84.84
Inv 1QCT-NNV6-CHWL		48.60
Inv 1XWY-DT4P-TJWC		55.24
0 Total:		1,074.88
AMAZONCP - Amazon Capital Services, Inc. Total:		1,074.88
AT&T5006 - AT&T		
321184	05/08/2025	
Inv 130464796		255.38
321184 Total:		255.38
AT&T5006 - AT&T Total:		255.38
ATCN9011 - AT&T		
321185	05/08/2025	
Inv 000023382128		299.55
Inv 0023383786		2,527.40
321185 Total:		2,826.95
ATCN9011 - AT&T Total:		2,826.95
BLU7777 - California Physicians Service		
321188	05/08/2025	
Inv 251010476623		885.51
321188 Total:		885.51

Check Number	Check Date	Amount
BLU7777 - California Physicians Service Total:		885.51
CAL6695 - California American Water		
321187	05/08/2025	
Inv 3/20/25-4/17/25		43.34
321187 Total:		43.34
CAL6695 - California American Water Total:		43.34
CDW5246 - CDW Government LLC		
0	05/08/2025	
Inv AD7J58N		52,982.01
0 Total:		52,982.01
CDW5246 - CDW Government LLC Total:		52,982.01
CIN4011 - AT&T Mobility		
321186	05/08/2025	
Inv 287312118886		2,898.41
321186 Total:		2,898.41
CIN4011 - AT&T Mobility Total:		2,898.41
DTV5012 - DIRECTV		
321189	05/08/2025	
Inv 68653046X250429		111.23
321189 Total:		111.23
DTV5012 - DIRECTV Total:		111.23
ENTERPRI - Enterprise FM Trust		
0	05/08/2025	
Inv FBN5327504		25,525.11
0 Total:		25,525.11
ENTERPRI - Enterprise FM Trust Total:		25,525.11
GRTE2011 - Granite Telecommunications, LLC		
0	05/08/2025	
Inv 691475397		155.17
0 Total:		155.17
GRTE2011 - Granite Telecommunications, LLC Total:		155.17

Check Number	Check Date	Amount
MCAD1021 - MCA Direct LLC		
321190	05/08/2025	
Inv 2025035		1,263.01
321190 Total:		1,263.01
MCAD1021 - MCA Direct LLC Total:		1,263.01
MOSAICPP - Mosaic Public Partners LLC		
321192	05/08/2025	
Inv 1771		8,250.00
321192 Total:		8,250.00
MOSAICPP - Mosaic Public Partners LLC Total:		8,250.00
MREG1400 - Merrimac Petroleum, Inc.		
321191	05/08/2025	
Inv 2238110		5,408.55
321191 Total:		5,408.55
MREG1400 - Merrimac Petroleum, Inc. Total:		5,408.55
PWP4465 - Pasadena Water & Power		
321193	05/08/2025	
Inv 3/11/25-4/11/25		2,876.55
321193 Total:		2,876.55
PWP4465 - Pasadena Water & Power Total:		2,876.55
TIM4011 - Charter Communications Holdings, LLC		
0	05/08/2025	
Inv 187633501042125		4,307.38
Inv 188598501042125		266.32
0 Total:		4,573.70
TIM4011 - Charter Communications Holdings, LLC Total:		4,573.70
TMOB4010 - T-Mobile		
321194	05/08/2025	
Inv 988212311		462.13
321194 Total:		462.13
TMOB4010 - T-Mobile Total:		462.13

Check Number	Check Date	Amount
VERW6711 - Verizon Wireless		
321195	05/08/2025	
Inv 6111264833		418.46
321195 Total:		418.46
VERW6711 - Verizon Wireless Total:		418.46
Total:		110,010.39

Accounts Payable

Check Detail

User: tfernandez
Printed: 05/12/2025 - 6:14PM

Check Number	Check Date	Amount
ACMT2920 - All City Management Services, Inc.		
321197	05/21/2025	
Inv 100446		6,637.02
321197 Total:		6,637.02
ACMT2920 - All City Management Services, Inc. Total:		6,637.02
ACTM3010 - Robert Half International, Inc.		
0	05/21/2025	
Inv 64879681		1,900.00
Inv 64904260		1,900.00
0 Total:		3,800.00
ACTM3010 - Robert Half International, Inc. Total:		3,800.00
AFLA7010 - AFLAC		
0	05/21/2025	
Inv 959746		1,013.15
0 Total:		1,013.15
AFLA7010 - AFLAC Total:		1,013.15
AIRT5150 - Air-Tro Inc.		
321196	05/21/2025	
Inv 454518		17,100.00
321196 Total:		17,100.00
AIRT5150 - Air-Tro Inc. Total:		17,100.00
AKDC9265 - Ashok Kumar Dhingra		
321201	05/21/2025	
Inv CSP 2025-04		39,487.74
321201 Total:		39,487.74
AKDC9265 - Ashok Kumar Dhingra Total:		39,487.74

Check Number	Check Date	Amount
ALL0197 - All Star Fire Equipment, Inc.		
321198	05/21/2025	
Inv 263220		200.00
Inv 263585		25.00
321198 Total:		225.00
ALL0197 - All Star Fire Equipment, Inc. Total:		225.00
ALMI8032 - Minaeva, Alessia		
321241	05/21/2025	
Inv SAMBA-April25		117.00
321241 Total:		117.00
ALMI8032 - Minaeva, Alessia Total:		117.00
AME0229 - Ameritas		
0	05/21/2025	
Inv April - Dental		11,268.79
Inv April - Vision		2,792.84
0 Total:		14,061.63
AME0229 - Ameritas Total:		14,061.63
AMPM5011 - AMPM Door, Inc.		
0	05/21/2025	
Inv 61510		2,160.00
0 Total:		2,160.00
AMPM5011 - AMPM Door, Inc. Total:		2,160.00
AMTIR4 - The Reinalt-Thomas Corporation DBA		
321272	05/21/2025	
Inv 2123269		1,200.95
321272 Total:		1,200.95
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:		1,200.95
ANMINTOS - Mintos, Anthony		
321242	05/21/2025	
Inv Film611		36.00
321242 Total:		36.00
ANMINTOS - Mintos, Anthony Total:		36.00

Check Number	Check Date	Amount
ATFR4011 - Fierro, Anthony		
321222	05/21/2025	
Inv 04/20-04/23/25		723.78
321222 Total:		723.78
ATFR4011 - Fierro, Anthony Total:		723.78
AUTOCSPC - Echeveria, Jose		
321218	05/21/2025	
Inv 12151		1,673.46
Inv 8675		775.95
Inv 9280		758.07
Inv 9663		1,620.91
321218 Total:		4,828.39
AUTOCSPC - Echeveria, Jose Total:		4,828.39
BAK0369 - BTAC UNITED ACQUISITION HOLDING COMPANY		
0	05/21/2025	
Inv 2038919057		1,273.92
Inv 2038925629		1,629.52
Inv 2038938395		771.50
Inv 2038947511		696.99
Inv 2038957069		892.88
Inv 2038963737		468.99
Inv 2038966483		120.22
Inv 2038969306		313.56
Inv 2038972036		138.44
Inv 2038974229		107.34
Inv 2038978277		221.57
Inv 2039012866		87.32
0 Total:		6,722.25
BAK0369 - BTAC UNITED ACQUISITION HOLDING COMPANY Total:		6,722.25
BEECALPM - Balding, Henry		
321202	05/21/2025	
Inv 1026		187.50
321202 Total:		187.50
BEECALPM - Balding, Henry Total:		187.50
BKAC2013 - Prime Actuarial Consulting, LLC		
0	05/21/2025	
Inv 31501		5,200.00
0 Total:		5,200.00

Check Number	Check Date	Amount
BKAC2013 - Prime Actuarial Consulting, LLC Total:		5,200.00
BLJD2920 - Bell, Jordan		
321204	05/21/2025	
Inv EET001		8.39
Inv SNK001		296.31
Inv SNK002		124.18
Inv SNK003		231.67
321204 Total:		660.55
BLJD2920 - Bell, Jordan Total:		660.55
BLSP8010 - Blackstone Publishing		
0	05/21/2025	
Inv 2195358		38.94
Inv 2195977		278.18
0 Total:		317.12
BLSP8010 - Blackstone Publishing Total:		317.12
BSHL6710 - Base Hill, Inc., dba Jan Point		
0	05/21/2025	
Inv 25789		18,135.00
Inv 25790		950.00
Inv 25876		18,135.00
Inv 25933		18,135.00
0 Total:		55,355.00
BSHL6710 - Base Hill, Inc., dba Jan Point Total:		55,355.00
CAME2015 - California Maintenance & Environmental		
0	05/21/2025	
Inv 40340		760.00
0 Total:		760.00
CAME2015 - California Maintenance & Environmental Total:		760.00
CAMERPL - California Metro Patrol & EMS, Inc.		
321208	05/21/2025	
Inv 10054		3,288.80
Inv 10113		3,042.14
321208 Total:		6,330.94
CAMERPL - California Metro Patrol & EMS, Inc. Total:		6,330.94

Check Number	Check Date	Amount
CAN0607 - Cantu Graphics Inc.		
321209	05/21/2025	
Inv 62874-2		132.13
Inv 63118-2		88.09
Inv 63270-2		101.98
Inv 63281-2		199.23
Inv 63352-2		90.96
Inv 63461-2		648.27
Inv 63586-2		81.59
Inv 63620-2		44.04
Inv 63625-2		128.99
Inv 63625-3		509.36
321209 Total:		2,024.64
CAN0607 - Cantu Graphics Inc. Total:		2,024.64
CCCA2010 - CA Contract Cities Association		
321206	05/21/2025	
Inv 515558		3,920.12
321206 Total:		3,920.12
CCCA2010 - CA Contract Cities Association Total:		3,920.12
CDPS1020 - ICC General Code Inc		
321231	05/21/2025	
Inv GCI0017430		156.00
321231 Total:		156.00
CDPS1020 - ICC General Code Inc Total:		156.00
CDTF3010 - California Department of Tax & Fee Administration		
321207	05/21/2025	
Inv 3-31-2025		505.22
321207 Total:		505.22
CDTF3010 - California Department of Tax & Fee Administration Total:		505.22
CGUSA - Compass Group USA, Inc.		
321215	05/21/2025	
Inv SOC251943		167.43
321215 Total:		167.43
CGUSA - Compass Group USA, Inc. Total:		167.43
CHA3010 - SPCC Corporation		
0	05/21/2025	

Check Number	Check Date	Amount
Inv 9756		16,600.00
0 Total:		16,600.00
CHA3010 - SPCC Corporation Total:		16,600.00
CHAG8032 - Chang, Emily		
0	05/21/2025	
Inv KMAPR25		277.88
0 Total:		277.88
CHAG8032 - Chang, Emily Total:		277.88
CINFIRE - Cintas Corporation No. 2		
321213	05/21/2025	
Inv OF19710849		3,000.28
321213 Total:		3,000.28
CINFIRE - Cintas Corporation No. 2 Total:		3,000.28
CINTA3 - Cintas Corporation		
321211	05/21/2025	
Inv 4219863858		376.80
Inv 4221341142		373.89
Inv 4222080064		397.97
Inv 4222806938		1,002.55
Inv 4227271735		364.57
Inv 4227973367		364.57
Inv 4228684337		364.57
Inv 9308738109		793.03
Inv 9309062983		99.93
Inv 9309812664		90.85
321211 Total:		4,228.73
CINTA3 - Cintas Corporation Total:		4,228.73
CINTAS - Cintas Corporation		
321212	05/21/2025	
Inv 5266066601		7.91
Inv 8407432822		134.62
Inv 9319011253		144.20
321212 Total:		286.73
CINTAS - Cintas Corporation Total:		286.73
CONYEE - Yee, Connie		
0	05/21/2025	

Check Number	Check Date	Amount
Inv AprilFF		1,336.00
Inv BodySculptApr		93.60
0 Total:		1,429.60
CONYEE - Yee, Connie Total:		1,429.60
CRHY8067 - Hartney, Corey P.		
0	05/21/2025	
Inv INVAPR25		455.00
0 Total:		455.00
CRHY8067 - Hartney, Corey P. Total:		455.00
CRPC7000 - Pech, Carlos		
321252	05/21/2025	
Inv 04/22-04/24/25		898.62
321252 Total:		898.62
CRPC7000 - Pech, Carlos Total:		898.62
CRSGRUND - Gruenewald, Christopher		
321226	05/21/2025	
Inv 04/13-04/15/25		621.50
321226 Total:		621.50
CRSGRUND - Gruenewald, Christopher Total:		621.50
CSLTMINT - Nancy K. Bohl Inc		
0	05/21/2025	
Inv INV103340		2,312.50
Inv INV103378		1,500.00
0 Total:		3,812.50
CSLTMINT - Nancy K. Bohl Inc Total:		3,812.50
CWNC2501 - Carl Warren & Company		
0	05/21/2025	
Inv April		928.80
0 Total:		928.80
CWNC2501 - Carl Warren & Company Total:		928.80
DABN8267 - Bohan, Diana 101-8030-8021-8267-000		
0	05/21/2025	

Check Number	Check Date	Amount
Inv AprilYoga		569.60
0 Total:		569.60
DABN8267 - Bohan, Diana Total:		569.60
DBAR3011 - Brink's Incorporated		
0	05/21/2025	
Inv 12914860		2,232.60
Inv 7477549		33.27
0 Total:		2,265.87
DBAR3011 - Brink's Incorporated Total:		2,265.87
DDLP8010 - Dr. Detail Ph.D LLC		
0	05/21/2025	
Inv 3315		700.00
0 Total:		700.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		700.00
DEM0777 - Demco Inc.		
321216	05/21/2025	
Inv 7630586		229.90
321216 Total:		229.90
DEM0777 - Demco Inc. Total:		229.90
DEPC6011 - Dewey Services Inc		
321217	05/21/2025	
Inv 17328033		120.00
Inv 17328034		120.00
Inv 17328035		120.00
Inv 17328036		120.00
Inv 17328037		120.00
Inv 17328038		135.50
Inv 17328040		120.00
Inv 17328041		120.00
Inv 17328044		299.00
321217 Total:		1,274.50
DEPC6011 - Dewey Services Inc Total:		1,274.50
DMONTALV - Montalvo, David		
321243	05/21/2025	
Inv 4/18/2025		42.00

Check Number	Check Date	Amount
321243 Total:		42.00
DMONTALV - Montalvo, David Total:		42.00
EMPI5011 - ARAMSCO INC		
321199	05/21/2025	
Inv S6990314.002		226.27
321199 Total:		226.27
EMPI5011 - ARAMSCO INC Total:		226.27
EMSQIPAR - Givot, David		
0	05/21/2025	
Inv SPFD-04/2025		2,499.00
0 Total:		2,499.00
EMSQIPAR - Givot, David Total:		2,499.00
ENT5426 - The Aby Manufacturing Group Inc		
321271	05/21/2025	
Inv 0187637-IN		1,247.54
Inv 0187762-IN		331.16
321271 Total:		1,578.70
ENT5426 - The Aby Manufacturing Group Inc Total:		1,578.70
ERCARRYO - Arroyo, Eric		
321200	05/21/2025	
Inv 3651		1,500.00
Inv 3656		1,500.00
321200 Total:		3,000.00
ERCARRYO - Arroyo, Eric Total:		3,000.00
ESCLCEPW - Escalera, Lance		
321219	05/21/2025	
Inv 4/26/2025 2:30A		31.36
Inv 4/26/2025 6:30A		31.36
321219 Total:		62.72
ESCLCEPW - Escalera, Lance Total:		62.72
EUNASOLU - EUNA Solutions, Inc		
0	05/21/2025	

Check Number	Check Date	Amount
Inv INV128845		437.50
0 Total:		437.50
EUNASOLU - EUNA Solutions, Inc Total:		437.50
FED1109 - FedEx		
321221	05/21/2025	
Inv 8-826-93960		14.48
Inv 8-842-07817		19.75
321221 Total:		34.23
FED1109 - FedEx Total:		34.23
FLCGRP - Flock Group, Inc.		
0	05/21/2025	
Inv INV-60771		42,000.00
0 Total:		42,000.00
FLCGRP - Flock Group, Inc. Total:		42,000.00
FUNEXPRS - Fun Express, LLC		
321223	05/21/2025	
Inv 73671494701		673.38
321223 Total:		673.38
FUNEXPRS - Fun Express, LLC Total:		673.38
G3LC6011 - G3, Green Gardens Group, LLC		
0	05/21/2025	
Inv 1339		1,550.00
0 Total:		1,550.00
G3LC6011 - G3, Green Gardens Group, LLC Total:		1,550.00
GABM8031 - Mendez, Gabriel		
321239	05/21/2025	
Inv 85873678		590.00
321239 Total:		590.00
GABM8031 - Mendez, Gabriel Total:		590.00
GAY8856 - Gaylord Bros., Inc.		
0	05/21/2025	
Inv 2906393		227.86

Check Number	Check Date	Amount
0 Total:		227.86
GAY8856 - Gaylord Bros., Inc. Total:		227.86
GRA6601 - Grainger		
321224	05/21/2025	
Inv 9405114191		869.66
Inv 9415294926		160.55
Inv 9443296372		819.88
Inv 9474107373		1,382.52
Inv 9476792933		33.42
321224 Total:		3,266.03
GRA6601 - Grainger Total:		3,266.03
GRBCN601 - GRBCON, INC.		
321225	05/21/2025	
Inv 24SW10-02		80,049.26
Inv 24SW35-02R		325.00
321225 Total:		80,374.26
GRBCN601 - GRBCON, INC. Total:		80,374.26
HAOGU - Gu, Hao		
321227	05/21/2025	
Inv 299128704		28.00
321227 Total:		28.00
HAOGU - Gu, Hao Total:		28.00
HDLC3011 - HdL Coren & Cone		
321228	05/21/2025	
Inv SIN049896		3,683.96
321228 Total:		3,683.96
HDLC3011 - HdL Coren & Cone Total:		3,683.96
HDRE6011 - HDR Engineering, Inc		
321229	05/21/2025	
Inv 12000676510		1,341.41
Inv 1200686972		1,385.62
Inv 1200693084		528.22
321229 Total:		3,255.25

Check Number	Check Date	Amount
HDRE6011 - HDR Engineering, Inc Total:		3,255.25
HIRNADA - Nada Bus, Inc.		
321247	05/21/2025	
Inv 52480		1,256.00
321247 Total:		1,256.00
HIRNADA - Nada Bus, Inc. Total:		1,256.00
IA2 - IACP		
321230	05/21/2025	
Inv 0383742		270.00
321230 Total:		270.00
IA2 - IACP Total:		270.00
IICC8025 - Occupational Health Centers of California		
321249	05/21/2025	
Inv 18049732		149.00
321249 Total:		149.00
IICC8025 - Occupational Health Centers of California Total:		149.00
INT6115 - Interstate Battery Systems of Eastern Los Angeles		
321232	05/21/2025	
Inv 1811276		203.70
321232 Total:		203.70
INT6115 - Interstate Battery Systems of Eastern Los Angeles Total:		203.70
JCRS5011 - Jones Coffee Roasters		
321234	05/21/2025	
Inv 70771		273.00
321234 Total:		273.00
JCRS5011 - Jones Coffee Roasters Total:		273.00
JFHL4011 - Jeff Holland		
321233	05/21/2025	
Inv 6187		19.00
321233 Total:		19.00
JFHL4011 - Jeff Holland Total:		19.00

Check Number	Check Date	Amount
JHMS8020 - JHM Supply Inc		
0	05/21/2025	
Inv 382179/1		2.60
Inv K82179/1		10.23
0 Total:		12.83
JHMS8020 - JHM Supply Inc Total:		12.83
JMCB6710 - Cipres Bravo, Jose Manuel		
321214	05/21/2025	
Inv 4/22/2025		29.26
321214 Total:		29.26
JMCB6710 - Cipres Bravo, Jose Manuel Total:		29.26
JULY8031 - Yeng, Julia		
321277	05/21/2025	
Inv 85582844		294.00
321277 Total:		294.00
JULY8031 - Yeng, Julia Total:		294.00
KALICHAN - Chan, Kalim		
321210	05/21/2025	
Inv 00427961		109.00
321210 Total:		109.00
KALICHAN - Chan, Kalim Total:		109.00
KTFL2031 - Faulmino, Katrina		
321220	05/21/2025	
Inv E54412		974.61
Inv R119700266829		1,617.00
321220 Total:		2,591.61
KTFL2031 - Faulmino, Katrina Total:		2,591.61
LAKESHRE - Lakeshore Parent, LLC		
321235	05/21/2025	
Inv 90729464		3,121.19
321235 Total:		3,121.19
LAKESHRE - Lakeshore Parent, LLC Total:		3,121.19

Check Number	Check Date	Amount
LASLLUNG - Lance, Soll & Lunghard LLP		
321236	05/21/2025	
Inv 68732		15,575.00
Inv 68736		35,201.50
Inv 68757		4,762.50
Inv 68780		50,180.60
321236 Total:		105,719.60
LASLLUNG - Lance, Soll & Lunghard LLP Total:		105,719.60
LBBM4010 - RCA Investments Inc		
321254	05/21/2025	
Inv 53040		146.00
321254 Total:		146.00
LBBM4010 - RCA Investments Inc Total:		146.00
LIFE822 - Life-Assist Inc.		
321238	05/21/2025	
Inv 1590036		92.54
321238 Total:		92.54
LIFE822 - Life-Assist Inc. Total:		92.54
MCPSTI - Pusateri, Michele		
0	05/21/2025	
Inv PBALL-APR25		2,587.00
0 Total:		2,587.00
MCPSTI - Pusateri, Michele Total:		2,587.00
MDWSTPE - Midwest Tape LLC		
321240	05/21/2025	
Inv 506978751		275.90
Inv 507011231		29.82
Inv 507043270		190.55
321240 Total:		496.27
MDWSTPE - Midwest Tape LLC Total:		496.27
MISSIONF - Wick & Dennis Inc		
321275	05/21/2025	
Inv 325-2W		9,302.00
321275 Total:		9,302.00

Check Number	Check Date	Amount
MISSIONF - Wick & Dennis Inc Total:		9,302.00
MUTOMAHA - Mutual of Omaha Insurance Company		
321245	05/21/2025	
Inv 001878199429		2,901.95
321245 Total:		2,901.95
MUTOMAHA - Mutual of Omaha Insurance Company Total:		2,901.95
MVCH3011 - MV Cheng & Associates Inc.		
321246	05/21/2025	
Inv 2/28/2025E		1,160.00
321246 Total:		1,160.00
MVCH3011 - MV Cheng & Associates Inc. Total:		1,160.00
MWSI2029 - Multi W. Systems Inc.		
321244	05/21/2025	
Inv 32530459		1,876.06
321244 Total:		1,876.06
MWSI2029 - Multi W. Systems Inc. Total:		1,876.06
NRMC6118 - National Ready Mix Concrete Sales, LLC		
321248	05/21/2025	
Inv 937372		958.21
Inv 938398		722.80
321248 Total:		1,681.01
NRMC6118 - National Ready Mix Concrete Sales, LLC Total:		1,681.01
OWEL7101 - Lee, Owen		
321237	05/21/2025	
Inv Film614		855.00
321237 Total:		855.00
OWEL7101 - Lee, Owen Total:		855.00
PHOE4610 - Phoenix Group Information Systems		
321253	05/21/2025	
Inv 032025184		3,324.91
321253 Total:		3,324.91

Check Number	Check Date	Amount
PHOE4610 - Phoenix Group Information Systems Total:		3,324.91
PLCARIE - Plescia, Carrie		
0	05/21/2025	
Inv LATDANCEAPR25		179.40
0 Total:		179.40
PLCARIE - Plescia, Carrie Total:		179.40
PMAB8021 - Budka, Pamela Avry		
321205	05/21/2025	
Inv ChairYogaApril		448.00
Inv MeditationApril		160.00
321205 Total:		608.00
PMAB8021 - Budka, Pamela Avry Total:		608.00
PMLDONG - Dong, Pamella C.		
0	05/21/2025	
Inv AprilMartialDro		168.00
Inv Aprilmonthly		32.00
Inv AprilQiGongDrop		192.00
0 Total:		392.00
PMLDONG - Dong, Pamella C. Total:		392.00
POIN8032 - Behtereva, Elena		
321203	05/21/2025	
Inv PBP- APR25		60.00
321203 Total:		60.00
POIN8032 - Behtereva, Elena Total:		60.00
PRKWOD - Parkwood Landscape Maintenance, Inc.		
321250	05/21/2025	
Inv 109046		51,894.22
Inv 109198		51,894.22
321250 Total:		103,788.44
PRKWOD - Parkwood Landscape Maintenance, Inc. Total:		103,788.44
PSLSV802 - Pasadena Live Scan Service		
321251	05/21/2025	
Inv 326		500.00
Inv 365		419.00

Check Number	Check Date	Amount
321251 Total:		919.00
PSLSV802 - Pasadena Live Scan Service Total:		919.00
PUFG8267 - Wong, Pauline Sam		
0	05/21/2025	
Inv AdultApril		214.50
Inv SeniorApril		196.00
0 Total:		410.50
PUFG8267 - Wong, Pauline Sam Total:		410.50
REGI1022 - Registrar-Recorder/County Clerk		
321255	05/21/2025	
Inv 25-2103		90,114.47
321255 Total:		90,114.47
REGI1022 - Registrar-Recorder/County Clerk Total:		90,114.47
REP6115 - Yunex LLC		
0	05/21/2025	
Inv 5610004744		5,106.31
Inv 90004127		3,435.00
0 Total:		8,541.31
REP6115 - Yunex LLC Total:		8,541.31
RHAL9158 - RHA Landscape Architects-Planners		
321256	05/21/2025	
Inv 122359		3,500.00
321256 Total:		3,500.00
RHAL9158 - RHA Landscape Architects-Planners Total:		3,500.00
RHCC7101 - Rio Hondo College		
321258	05/21/2025	
Inv S25-123-ZSPS		50.00
321258 Total:		50.00
RHCC7101 - Rio Hondo College Total:		50.00
ROB1111 - Robledo, Shannon		
321259	05/21/2025	
Inv 04/25-04/26/25		759.79

Check Number	Check Date	Amount
321259 Total:		759.79
ROB1111 - Robledo, Shannon Total:		759.79
ROWI2011 - Right of Way Inc.		
321257	05/21/2025	
Inv 72770		1,218.00
Inv 72771		1,218.00
Inv 73148		1,218.00
Inv 73520		1,218.00
321257 Total:		4,872.00
ROWI2011 - Right of Way Inc. Total:		4,872.00
RVCSTLLC - Revenue & Cost Specialist, LLC		
0	05/21/2025	
Inv 9327		8,400.00
0 Total:		8,400.00
RVCSTLLC - Revenue & Cost Specialist, LLC Total:		8,400.00
SCRR4010 - Superior Court of California, County of LA		
321267	05/21/2025	
Inv March 2025		2,619.50
321267 Total:		2,619.50
SCRR4010 - Superior Court of California, County of LA Total:		2,619.50
SDSI0107 - SDS Security Design Systems		
321261	05/21/2025	
Inv 248794		67.12
Inv 248795		29.15
Inv 248796		45.66
Inv 248797		36.66
Inv 248798		77.14
321261 Total:		255.73
SDSI0107 - SDS Security Design Systems Total:		255.73
SISO2011 - Sincerus Solutions, Inc.		
321263	05/21/2025	
Inv 142533a		1,617.00
Inv 142597		1,680.00
Inv 142721		1,680.00
Inv 142856		1,680.00
Inv 142924		1,638.00

Check Number	Check Date	Amount
Inv 142998		1,680.00
Inv 143070		1,680.00
321263 Total:		11,655.00
SISO2011 - Sincerus Solutions, Inc. Total:		11,655.00
SMARTDRW - SmartDraw Software, LLC		
321264	05/21/2025	
Inv 199504		495.00
321264 Total:		495.00
SMARTDRW - SmartDraw Software, LLC Total:		495.00
SPEC5011 - Spectrum Gas Products		
321265	05/21/2025	
Inv 00648748		63.00
321265 Total:		63.00
SPEC5011 - Spectrum Gas Products Total:		63.00
SRYC5011 - Stericycle Inc.		
321266	05/21/2025	
Inv 8010510086		0.20
321266 Total:		0.20
SRYC5011 - Stericycle Inc. Total:		0.20
STA5219 - Staples Business Advantage		
0	05/21/2025	
Inv 6022260188		410.53
Inv 6024179744		146.22
Inv 6024241284		318.68
Inv 6024241285		209.76
Inv 6024693754		140.57
Inv 6024817593		28.39
Inv 6026525273		87.41
Inv 6026525275		47.75
Inv 6026645276		378.32
Inv 6029446832		152.49
Inv 6029519862		363.55
Inv 6029821905		110.49
Inv 6029950403		114.26
Inv 6029950406		11.04
Inv 6030033911		93.90
Inv 6030033912		296.23
Inv 6030369405		326.07
Inv 6030369406		99.47
Inv 6030539378		44.73

Check Number	Check Date	Amount
Inv 6031521619		83.14
Inv 6031521620		39.00
Inv 6031521621		32.00
0 Total:		3,534.00
STA5219 - Staples Business Advantage Total:		3,534.00
STET6011 - Tepe, Steven		
321270	05/21/2025	
Inv PW2814		1,272.00
321270 Total:		1,272.00
STET6011 - Tepe, Steven Total:		1,272.00
SWOR8032 - Swords Fencing Studio		
321268	05/21/2025	
Inv SWFENCING-APR		288.00
321268 Total:		288.00
SWOR8032 - Swords Fencing Studio Total:		288.00
THES8267 - Siegel, Theodore		
321262	05/21/2025	
Inv 692025		150.00
321262 Total:		150.00
THES8267 - Siegel, Theodore Total:		150.00
TIMR6116 - Rodriguez, Tim		
321260	05/21/2025	
Inv FY24-25_Boots_T		109.73
321260 Total:		109.73
TIMR6116 - Rodriguez, Tim Total:		109.73
TLRPROM - Taylor Promotional Products Inc.		
321269	05/21/2025	
Inv 7842561		764.10
321269 Total:		764.10
TLRPROM - Taylor Promotional Products Inc. Total:		764.10
TSUHNG - Huang, Tsu Jit		
0	05/21/2025	

Check Number	Check Date	Amount
Inv APRCardio-25		23.40
0 Total:		23.40
TSUHNG - Huang, Tsu Jit Total:		23.40
ULIN8021 - Uline, Inc.		
0	05/21/2025	
Inv 191236984		477.75
0 Total:		477.75
ULIN8021 - Uline, Inc. Total:		477.75
UND6710 - Underground Service Alert/SC		
321273	05/21/2025	
Inv 220250712		109.90
Inv 24-252991		55.40
321273 Total:		165.30
UND6710 - Underground Service Alert/SC Total:		165.30
UPP7789 - Upper San Gabriel Valley MWD		
321274	05/21/2025	
Inv So Pas-4.14.25		2,406.00
321274 Total:		2,406.00
UPP7789 - Upper San Gabriel Valley MWD Total:		2,406.00
VUL6601 - Vulcan Materials Company		
0	05/21/2025	
Inv 3146184		1,794.15
Inv 3194656		2,378.61
0 Total:		4,172.76
VUL6601 - Vulcan Materials Company Total:		4,172.76
WES4152 - West Coast Arborists, Inc.		
0	05/21/2025	
Inv 225592		510.00
Inv 226741		1,010.00
Inv 226742		680.00
Inv 227373		6,615.00
Inv 227374		630.00
Inv 227375		850.00
Inv 228081		2,120.00
Inv 228084		510.00

Check Number	Check Date	Amount
0 Total:		12,925.00
WES4152 - West Coast Arborists, Inc. Total:		12,925.00
WIL2010 - Willdan Financial Services		
0	05/21/2025	
Inv 00420515		405.00
Inv 00420973		217.50
Inv 00421128		304.50
0 Total:		927.00
WIL2010 - Willdan Financial Services Total:		927.00
WIT6353 - Wittman Enterprises LLC		
321276	05/21/2025	
Inv 2503059		4,336.24
321276 Total:		4,336.24
WIT6353 - Wittman Enterprises LLC Total:		4,336.24
WLHD8020 - Westlake Hardware		
0	05/21/2025	
Inv 14305630		288.40
Inv 14305640		37.51
0 Total:		325.91
WLHD8020 - Westlake Hardware Total:		325.91
Total:		762,837.56

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
4/11/2025	Pitney Bowes	$2,000.00	Postage Meter Pre-Paid Funds (02/13/2025-04/11/2025).
5/12/2025	So Cal Edison	$16,135.56	Online Payment for Various City Owned Electric Accounts.
Total:		***$18,135.56***	

Payroll

Payroll Summary Report

Payroll Date: **05.09.2025** **Regular**

Checks	$	-
Direct Deposits	$	557,712.31
IRS Payments	$	109,472.48
EDD - State of CA	$	36,169.90
PERS Pension	$	131,658.87
Deferred Comp	$	30,493.85
PERS Health	$	-
Subtotal:	**$**	**865,507.41**
Grand Total:	**$**	**865,507.41**

City Council Agenda Report

ITEM NO. 8

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney
H. Ted Gerber, Director of Public Works

SUBJECT: **ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE XI (PURCHASING) AND ARTICLE XIII (AWARDING PUBLIC WORKS CONTRACTS) OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE PROCUREMENT PROVISIONS, INCLUDING REMOVING INCONSISTENCIES AND ADOPTING PROVISIONS FOR EMERGENCY SITUATIONS AND MAINTENANCE WORK**

Recommendation

Staff recommends the City Council adopt the Ordinance amending Article XI (Purchasing) and Article XIII (Awarding Public Works Contracts) of Title 2 (Administration) of the South Pasadena Municipal Code updating the procurement provisions.

Executive Summary

This ordinance is proposed for second reading and adoption (Attachment 1). At the May 7, 2025 City Council meeting, the City Council introduced the ordinance by title only and waived full reading of the ordinance amending the City's procurement provisions in the South Pasadena Municipal Code (SPMC).

Analysis

The ordinance amends both the general purchasing provisions as well as the provisions related to public works contracts related to procurement in emergency situations, updates the public contracts code dollar thresholds under State law related to public works projects, adds a new provision regarding service contracts for maintenance work and addresses minor inconsistencies.

The first update relates to emergency procurement and is intended to address emergency situations - of which, the City has experienced multiple times per year. This update will add a new paragraph (23) to Section 2.99-29 of the municipal code entitled "Emergency Situations." The provision states that if the city manager determines there is an emergency situation that gives rise to the need to procure goods, supplies or equipment or services, the city manager can procure what is necessary without following the purchasing procedures and expend the amount needed to address the emergency. An "emergency situation" is defined as "an urgent or sudden unforeseen situation that threatens life, property, essential services or general public health and safety and demands immediate action." Any expenditure of funds must be

report to the City Council in a staff report following the emergency, or soon thereafter, to allow the City Council to ratify the expenditure (if it is one that the City Council would have approved).

With respect to emergency procurement in the context of a "public work" under the PCC, the City already has a provision in place, and it is set forth in SPMC Section 2.99-40. In reviewing this provision, we have updated the language to be consistent with authority under the Public Contract Code (PCC), which requires delegation of the City Council's authority to the City Manager. In addition, the current code defines emergency as a locally declared emergency (such as during a disaster). There was no reference to the PCC provisions defining emergencies. Accordingly, we have added this language to SPMC Section 2.99-40.

The next update relates to maintenance work. Under the PCC, certain work on public facilities is not considered a "public project" and is not legally required to follow the informal or formal bidding procedures under the Uniform Public Construction Cost Accounting Act (UPCCAA). Under the UPCCAA, "maintenance work" is not considered a public project. Maintenance work is defined to include "routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facilities for its intended purposes; minor repainting; resurfacing of street and highways at less than one inch; and landscape maintenance, including servicing of irrigation and sprinkler systems." That said, cities, including South Pasadena, will generally bid out this type of work as a matter of best practice but the process does not have to be as formal as set forth in the PCC.

The proposed update is to allow the City Manager to enter into contracts or purchase orders for this type of maintenance work (limited to that defined in the PCC) up to $75,000 without going to the City Council for approval. Currently, the City Manager's authority is $30,000. The Public Works department routinely has to conduct maintenance work on sidewalks, sewers, and other public facilities that exceeds $30,000 and are unable to quickly and more efficiently get this work done because it requires formal bidding (i.e. sealed bids) and must be approved by the City Council. If the dollar threshold for this type of work is increased, Public Works would follow the current "Open Market Procedures" for purchases under $30,000, which require obtaining written quotations for the work. This process will facilitate the department's ability to obtain pricing more quickly and in turn facilitate a quicker turn-around on the needed maintenance work. For example, a type of work under this category would be the hiring of a contractor to grind lifted edges of sidewalks. This would be a high-priority project that is considered routine maintenance but if it was required to be formally bid, it would take several months to have a contractor on board to perform the work.

The next update relates to the bid thresholds in the UPCCAA as set forth in the SPMC. Section 2.99-35 entitled "Public works projects" lists the bid threshold amounts and type of bidding in those categories. The dollar amounts, however, have been increased this year pursuant to Assembly Bill 2192. Accordingly, the ordinance updates the dollar amounts, and a clarification has been made to the provision that allows for an automatic adjustment to those amounts without council action if the adjustment is made by the State.

The substantive revision in this section relates to public works projects that are $75,000 or less. Staff is requesting that the city council consider allowing the City Manager to enter into contracts or purchase orders for public works contracts that are $75,000 or less. Currently, Section 2.99-35(a) states that the threshold dollar amount is $50,000 and that any project in excess of that amount shall be awarded by the City Council. The first change is to increase

the amount to $75,000 so that it aligns with the UPCCAA. Second, staff is requesting that it be made clear that the City Manager has authority to enter into contracts or purchase orders up to $75,000 for these small public works projects. Currently, the City Manager's authority is $30,000 and although this provision and the purchasing policies seem to state that the City Manager is able to award contracts in the amount of $50,000, this has not been the practice and the inconsistencies between those documents and the City's practice has led the Public Works department to bring public works projects that are over $30,000 to the City Council for approval. This delays the start of these projects and staff would like to have the ability to make the process for these small projects ($75,000 or less) more efficient both in bidding and authorization for contract approval.

The last set of revisions are to remove inconsistencies in various section of the purchasing ordinance.

Fiscal Impact
There is no fiscal impact in adopting this ordinance. Any purchases, maintenance or public works projects that are let, would be required to have approved funding through the budget process.

Attachment:
Attachment No. 1 - Ordinance

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE XI (PURCHASING) AND ARTICLE XIII (AWARDING PUBLIC WORKS CONTRACTS) OF CHAPTER 2 (ADMINISTRATION) OF THE SOUTH PASADENA MUNICIPAL CODE TO UPDATE PROCUREMENT PROVISIONS, INCLUDING REMOVING INCONSISTENCIES AND ADOPTING PROVISIONS FOR EMERGENCY SITUATIONS AND MAINTENANCE WORK

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. Subparagraph (l) of Paragraph (2) (Definition of Terms) of Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(2)(l) "Services (general)" means any and all services rendered by independent contractors not otherwise specified including but not limited to the following: custodial services, building/equipment maintenance, the repair or maintenance of equipment, machinery and other city-owned or operated property. The term does not include services rendered by city officers or employees, or professional services which are in their nature unique and not subject to competition."

SECTION 2. Subparagraph (a) of Paragraph (4) (Purchasing Agent Designated—Powers and Duties) of Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(4)(a) The city manager is designated as purchasing agent. The city manager may delegate the responsibilities specified in this section, the purchasing policy, or in any other applicable purchasing regulations. The purchasing agent or the person designated by the city manager as the purchasing agent shall be the head of, and have general supervisory duties over, the purchasing department. The duties of the purchasing agent may be combined with those of any other office or position."

SECTION 3. Paragraph (7) of Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"(7) Repealed."

SECTION 4. Paragraph (10) (Goods and/or General Services--Competitive Bidding and Contract Award Thresholds) of Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to add a new subparagraph (e) (Maintenance Work) to read as follows:

"(10)(e) Maintenance Work. Notwithstanding the provisions set forth in this section, for services related to maintenance work, as defined by Public Contracts Code 22002(d), purchases in the amount of $75,000 or less may be made utilizing the Open Market Procedure set forth in paragraph (c) of this section. The City Manager is authorized to enter into a contract or purchase order in the amount of $75,000 or less for maintenance work. If the State Controller makes an adjustment to the dollar limit for public projects under Public Contracts Code Section 22020(a), the dollar limit for maintenance work under this subparagraph (d) shall automatically adjust to the same amount as Public Contract Code Section 22020(a) without city council action."

SECTION 5. Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to add a new paragraph 23 entitled "Emergencies" to read as follows:

"(23) Emergency Situations.

(a) If the city manager determine there is an emergency situation that gives rise to the need to procure goods, supplies, equipment or services, the city manager is authorized to expend City funds without limitation on amount and without following the purchasing or bidding procedures otherwise required by this article. An emergency purchase shall be limited to those goods, supplies, equipment or services necessary to satisfy the emergency situation.

(b) Expenditures made in an emergency situation as determined by the city manager must be reported to the city council for ratification at the next regular council meeting, or as soon as is reasonably possible given the nature of the emergency situation, if approval for such expenditures would otherwise have been made by the city council.

(c) As used herein, an "emergency situation" is defined as an urgent or sudden unforeseen situation that threatens life, property, essential services or general public health and safety and demands immediate action."

SECTION 6. Section 2.99.29 (Purchasing System) of Article XI (Purchasing) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to add a new paragraph 24 entitled "Purchasing Policy" to read as follows:

"(24) Purchasing Policy. If there are any inconsistencies between the Purchasing Policy and this Section 2.99.29, the provisions of this Section 2.99.29 shall prevail."

SECTION 7. Section 2.99.34 (Purpose) of Article XIII (Awarding Public Works Contracts) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"**2.99-34 Purpose.**

(a) This article is intended to establish regulations to apply to all public contracts in a manner that is consistent with the requirements of the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000 et seq.).

(b) If there are any inconsistencies between the City's Purchasing Policy as defined in SPMC 2.99-29(2)(q) and this Article XIII (Awarding Public Works Contracts), the provisions of this Article XIII (Awarding Public Works Contracts) shall prevail."

SECTION 8. Section 2.99.35 (Public works projects) of Article XIII (Awarding Public Works Contracts) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"**2.99-35 Public works projects.**

(a) The city manager may cause public works projects of $75,000 or less to be performed by employees of the city by force account, by negotiated contract, or by purchase order. In such case, the City Manager is authorized to enter into the contract or purchase order. Public works projects in excess of such amount shall be awarded by city council.

(b) Public works projects of $220,000 or less may be let to contract by informal procedures as set forth in SPMC 2.99-37.

(c) Public works projects of more than $220,000 shall be let to contract by the formal bidding procedure outlined in SPMC 2.99-38 and 2.99-39.

(d) The term "public works project" shall have the definition set forth for "public project" in Public Contract Code Section 22002.

(e) The dollar limits set forth in subsections (a), (b), and (c) of this section, and SPMC 2.99-37, shall adjust without city council action as necessary to comply with any adjustment mandated by the State Controller pursuant to the authority granted by Public Contract Code Section 22020."

SECTION 9. Section 2.99.37 (Informal bidding procedure) of Article XIII (Awarding Public Works Contracts) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"**2.99-37 Informal bidding procedure.**

The following apply to informal bids for public works projects:

(a) Notice Inviting Informal Bids.

(1) Required Noticing. When a public contract is to be bid pursuant to the procedures in this section, a notice inviting informal bids shall be mailed, faxed or emailed to all construction trade journals specified by the Commission in accordance with Public Contract Code Section 22036.

(2) Optional Noticing. Notification may be also provided to the contractors on the list created pursuant to SPMC 2.99-36 for the category of work being bid, and to any additional contractors and/or construction trade journals.

(3) Exception. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

(b) Sending Notices. All sending of notices to contractors and construction trade journals pursuant to subsections (a)(1) and (3) of this section shall be completed not less than 10 calendar days before bids are due.

(c) Description of Project. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(d) Authority to Award Contracts. The city manager is authorized to award a contract if the lowest bid received is $75,000 or less. Contracts valued at more than $75,000 can only be awarded by the city council.

(e) Bids Exceeding $220,000 . If all bids received pursuant to the informal process are in excess of $220,000, the city council may adopt a resolution by a four-fifths vote to award the contract at $235,000 or less to the lowest responsible bidder, if it determines the city's cost estimate was reasonable. Otherwise, the project shall be rebid pursuant to SPMC 2.99-38 and awarded pursuant to SPMC 2.99-38 and 2.99-39.

(f) Award of Contract. The contract shall be awarded to the lowest responsible bidder."

SECTION 10. Section 2.99.40 (Emergencies) of Article XIII (Awarding Public Works Contracts) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"2.99-40 Emergencies.

(a) In cases of emergency when repair or replacements are necessary, the city council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the city council, by contractor, or by a combination of the two.

(b) In case of an emergency, if notice for bids to let contracts will not be given, the city shall comply with Chapter 2.5 of Part 3 of Division 2 of the Public Contract Code (commencing with Section 22050).

(c) The city council's authority under this section is delegated to the city manager during an emergency declared pursuant to SPMC 11.6 or in a situation determined by the city manager to constitute an emergency related to a public project pursuant to Public Contract Code sections 22035 and 22050."

SECTION 11. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 12. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED on this 21st day of May, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Braun, Mayor

ATTEST:

_____
Hector Gomez, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

City Council Agenda Report

ITEM NO. 9

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney
H. Ted Gerber, Director of Public Works

SUBJECT: **ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 34 (TREES AND SHRUBS) RELATED TO THE PROCESS FOR OBTAINING TREE REMOVAL PERMITS FOR DEAD OR DYING TREES AND THE TREE REPLACEMENT REQUIREMENT**

Recommendation

Staff recommends the City Council adopt the Ordinance amending Chapter 34 (Trees and Shrubs) related to the process for tree removal permits and the replacement requirement for trees that are no longer viable, such as dead or dying trees.

Executive Summary

The ordinance is proposed for second reading and adoption (Attachment 1). At the May 7, 2025 City Council meeting, the City Council introduced the ordinance by title only and waived full reading of the ordinance amending Chapter 34 (Trees and Shrubs) of the South Pasadena Municipal Code (SPMC) related to the process for obtaining tree removal permits for dead or dying trees.

Analysis

The ordinance updates the current tree ordinance relating to applications for the removal of dead or dying trees that are not associated with development. Currently, the process for any tree removal requires an application and a tree removal and replacement plan. Upon receipt of a completed application, the Director of Public Works ("Director") causes notice to be sent to property owners and tenants of property located within a 100-foot radius of the subject property to allow a 15-day comment period. Upon the expiration of that comment period, the Director can take action on the application.

The criteria for approving a tree removal application is set forth in Section 34.11 of the SPMC. Section 34.11(c) provides that a tree removal permit may be issued where there is a written determination made by a certified arborist that the tree is so diseased or damaged that it is no longer viable or is a threat to persons or property, including other trees. The Director can also waive the requirement for a certified arborist's written statement when the tree can be reasonably determined to be dead by a layperson's visual inspection, or when the director determines the tree poses an obvious and imminent threat to life and safety.

In interpreting these provisions, the Director is authorized to waive the certified arborist's written statement but the language does not explicitly state that the Director, based on his or her own observation, can determine the tree is dead, dying, or is so diseased or damaged that it is no longer viable such that it poses an obvious and imminent threat to life or property. Because dead trees can be a hazard for the property owner and in some cases, neighboring properties or other trees, Staff desires a more streamlined process for both the applicant and the Director.

The ordinance provides that if a determination is made by either a certified arborist or the Director, that the tree to be removed is dead or if it is determined to be dying, diseased, or damaged such that it poses an obvious and imminent threat to life or property, the Director has authority to issue the tree removal permit. In such cases, the Director can require only one replacement tree for each dead tree and the Director is provided discretion in terms of the type and size of replacement tree. Also, the proposed ordinance removes the requirement for a posted notice and provides that no replacement plan is required unless requested by the Director. These provisions will apply to any permits issued after April 1, 2025, which would enable the Director to provide applicants relief on the number of replacement trees for each dead tree removed. Also, these provisions apply only to tree permits that are not associated with development.

Last, a new section was added to provide the City Manager or his or her designee (i.e. the Public Works Director) the ability to adopt procedures and guidelines to guide the implementation of the tree ordinance. If such procedures or guidelines are adopted, they are required to be posted so that applicants are aware of how this applies to their applications.

Fiscal Impact
There is no fiscal impact in adopting this ordinance.

Attachment:
Attachment 1 - Tree Ordinance.PDF

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 34 (TREES AND SHRUBS) RELATED TO THE PROCESS FOR OBTAINING TREE REMOVAL PERMITS FOR DEAD OR DYING TREES AND THE TREE REPLACEMENT REQUIREMENT

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 34.11 (Criteria for approving tree removal permit applications) of Chapter 34 (Trees and Shrubs) is hereby amended by adding a new paragraph "c" to read as follows:

"(c) Notwithstanding paragraphs (a) and (b) herein and Section 34.10(b), in the case of an application for a tree removal permit not associated with development, if a determination has been made by either a certified arborist or the Director that the tree to be removed is dead, dying, or is so diseased or damaged that it is no longer viable such that it poses an obvious and imminent threat to life or property, the Director has authority to issue the tree removal permit and require only one replacement tree for each removed tree. In determining the type and size of the replacement tree, the Director has discretion to determine the type and size of the replacement tree and Section 34.12-5(a) shall not apply and no replacement plan or notice is required unless requested by the Director. This paragraph (c) shall apply to any permit issued on or after April 1, 2025."

SECTION 2. A new Section 34.18 (Administrative Regulations) shall be added to Chapter 34 (Trees and Shrubs) to read as follows:

"**34.18. Administrative regulations.**

To implement and enforce this Chapter 34, the City Manager or his designee may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter 34. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the city's website or made available by the city when so adopted."

SECTION 3. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 4. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED on this 21st day of May, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Janet Braun, Mayor

ATTEST:

_____
Hector Gomez, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

City Council Agenda Report

ITEM NO. 10

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Roxanne Diaz, City Attorney
Bradley Evanson, Interim Community Development Director

SUBJECT: **ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO ADD SECTION 36.350.060 ADOPTING A CAMINO DEL CIELO OVERLAY ZONING DISTRICT, MAKING FINDINGS TO SUPPORT THE ZONING CODE AND MAP AMENDMENT**

Recommendation

Adopt the the Ordinance amending Chapter 36 (Zoning) of the South Pasadena Municipal Code to add Section 36.250.060 adopting the Camino del Cielo Overlay Zoning District.

Executive Summary

This ordinance is proposed for second reading and adoption (Attachment 1). At the May 7, 2025 City Council meeting, the City Council introduced the ordinance by title only and waived full reading of the ordinance establishing the Camino del Cielo Overlay Zoning District to be applied to the subject Camino del Cielo property.

Background

On March 23, 2023, AIT Management, LLC (“Developer”) submitted to the City a preliminary application for a seven-unit townhome project, including two units to be reserved for lower income households, on certain vacant property on Camino Del Cielo as shown in the “General Site Area” below (assessor’s parcel number 5311-009-057; the "Property"). This preliminary application was filed before the City Council adopted and HCD certified the City’s 2021-2029 (6th Cycle) Housing Element.

On July 26, 2023, in reliance on the March 23, 2023, preliminary application, a formal application for a Hillside Development Permit was submitted to the City proposing to construct six townhome units, including two units to be reserved for lower income households on the Property (the "Original Project"). A copy of the Original Plan is set forth in the May 7, 2025 City Council agenda report. The applicant sought approvals pursuant to the “builder’s remedy” provisions of the State Housing Accountability Act (Govt. Code Section 65589.5 (d)) because the City did not have a certified housing element when the preliminary application was filed.

The Hillside Development Permit application was deemed incomplete on August 24, 2023. Thereafter, the applicant submitted revised plans and additional information on October 12,

2023, November 10, 2023, and January 17, 2024. Each submittal was deemed incomplete, with the last staff level determination on February 15, 2024.

On March 3, 2024, the Developer appealed the City's February 15, 2024, incompleteness determination (the "Appeal") to the City Council. The Appeal contested the City's authority to require applications to amend the City's General Plan and zoning ordinance to address the Original Project's inconsistencies with those regulations.

On June 5, 2024, the City Council considered the Appeal, and adopted Resolution No. 7855 denying the appeal, finding that the Developer's application remained incomplete, and concluding that the Developer's March 23, 2023, preliminary application had expired. The Developer contested the City Council's determination of incompleteness and determination regarding expiration of the preliminary application and continued to assert the Builder's Remedy Provisions of the Housing Accountability Act ("HAA"), Government Code Section 65589.5(d). The so-called "Builder's Remedy" generally refers to certain findings pursuant to the HAA that must be made in order for a local agency to deny a qualifying housing development project meeting certain affordability requirements, and which findings require a certified housing element. (Govt. Code § 65589.5(d)(1) and (5).) As noted above, at the time of the preliminary application, the City did not have an adopted or certified 6th cycle Housing Element. Under certain circumstances, the Builder's Remedy may limit a local agency's authority to deny a project proposing "housing for very low, low-, or moderate-income households", even if that project is inconsistent with the applicable general plan and zoning regulations.

On December 16, 2024, the City and Developer, in order to avoid litigation, entered into a settlement agreement that provides that the City will consider adopting an ordinance establishing an overlay zone that would be applied to the Camino del Cielo project property and would provide a ministerial process for consideration of a project meeting certain criteria specified therein. A copy of the settlement agreement is set forth in the May 7, 2025 City Council agenda report. Pursuant to the settlement agreement, if the City adopts the overlay zone, the Developer will file the necessary applications for a subdivision of the property into two lots and construction of two single family homes, each with an accessory dwelling unit (ADU). If the project as described is approved, the developer will withdraw the Original Project application and will not file or support any legal challenge or complaint regarding the City's actions related to the Original Project.

On February 19, 2025, the City Council adopted a resolution of intent to initiate the zoning text and map amendment described below.

On March 11, 2025, the Planning Commission opened the public hearing on this item. A staff report was presented, Commissioners asked questions, and the public was invited to provide testimony. At that meeting, a question was raised about the phasing of the units and when the affordable unit would be developed. The public hearing was continued to the April 8, 2025, meeting. This allowed the City to mail notice to the adjacent property owners.

At the April 8, 2025, continued Planning Commission public hearing, staff provided a report and presented an amended ordinance to clarify the matter of phasing. The ordinance provided in the April 8th Planning Commission packet included a revision to stipulate that if both lots are not developed at the same time, the required affordable housing unit shall be included in the development of the first site that is developed. The developer concurred with the revision. The

Planning Commission heard additional testimony, and at the conclusion of the public hearing adopted a resolution recommending that the City Council adopt an ordinance to amend the zoning code and map to establish the Camino del Cielo Overlay Zoning District.

On May 7, 2025, the City Council held a public hearing on the proposed ordinance. The City Council held first reading of the ordinance.

Analysis

The ordinance (Attachment 1) creates an overlay zone that establishes a ministerial process for consideration of a potential housing development project meeting specified criteria, including:

- A subdivision of one existing lot into two roughly equal lots;
- A maximum of one single family dwelling unit and one accessory dwelling unit on each newly created lot (not to exceed a total of 3,300 square feet of livable area);
- A maximum height for a primary dwelling unit of 28 feet;
- Setback and stepback requirements; and
- At least 20% of the total units developed will be dedicated for sale or rental to lower income households (i.e., one on-site affordable ADU).

The ordinance provides that a covenant must be recorded acknowledging the lower-income unit requirement and that if both lots are not developed at the same time, the required affordable housing unit shall be included in the development of the first site that is developed. The developer concurs with this revision.

The new overlay zoning district is applied to properties that allow only single family residential and ancillary uses and that are subject to a preliminary application pursuant to Government Code Section 65941.1 for a housing development project that was submitted prior to July 29, 2024. At this point, the overlay zone would only be applied to the subject Property, if approved by the City Council. As stated in the May 7, 2025 City Council agenda, this overlay zone would apply to the property on Camino del Cielo, where the developer previously proposed a 6-unit Builder's Remedy townhome project.

Attachment:

Attachment 1 - Ordinance Camino Del Cielo Overlay Zoning District.pdf

ORDINANCE NO.___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING CHAPTER 36 (ZONING) OF THE CITY CODE OF THE CITY OF SOUTH PASADENA TO ADD SECTION 36.250.060 ADOPTING A CAMINO DEL CIELO OVERLAY ZONING DISTRICT, MAKING FINDINGS TO SUPPORT THE ZONING CODE AND MAP AMENDMENT, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on February 19, 2025, the South Pasadena City Council adopted a resolution declaring its intention to initiate amendments to the South Pasadena Municipal Code Chapter 36 (Zoning) to create a new Camino del Cielo Overlay Zoning District and a related zoning map amendment; and

WHEREAS, on March 11, 2025, the South Pasadena Planning Commission considered this Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and

WHEREAS, the hearing was continued to April 8, 2025 and at the conclusion of the Planning Commission hearing and after due consideration of the testimony, the Planning Commission adopted Resolution No. 25-02 recommending that the City Council adopt an Ordinance substantially as set forth herein; and

WHEREAS, on May 7, 2025, the City Council, at a regular meeting, considered the Ordinance at a duly noticed public hearing, as prescribed by law, at which time the City Staff and interested persons had an opportunity to and did testify either in support or opposition to this matter; and,

WHEREAS, following the public hearing, the City Council considered the entire record of information received at the public hearings before the Planning Commission and City Council.

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

SECTION 1. The City Council finds the foregoing recitals and their findings to be true and correct and hereby incorporates such recitals and their findings into this Ordinance.

SECTION 2: ZONING AMENDMENT FINDINGS. South Pasadena Municipal Code (SPMC) Section 36.620.070(B) stipulates that Zoning Text Amendments and Zoning Map Amendments (collectively the "Amendments") may be approved if the following findings are made:

1. *Findings required for all Zoning Code/Map amendments;*
   a. *The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan;*

      The proposed Zoning Text Amendment (ZTA) and Zoning Map Amendment are consistent with and support the following General Plan actions, goals, objectives, policies, and programs:

      General Plan Policy P3.1: *Conserve the stable residential neighborhoods.*

The proposed ordinance maintains the general intensity of allowed residential development in the neighborhood and does not create any detrimental impacts to the surrounding neighborhood. The proposed development standards are intended to accommodate a project that is generally in keeping with the aesthetic quality of the surrounding single family neighborhood in which the overlay zone would be applied.

      General Plan Policy P3.3: *Conserve residential hillside neighborhoods.*

The proposed ordinance maintains the general intensity of allowed residential development in the neighborhood and does not create any detrimental impacts to the surrounding neighborhood. The proposed development standards are intended to accommodate a hillside project that is generally in keeping with the single family nature of the area in which the overlay zone would be applied as preserved through the hillside development standards.

      General Plan Policy P3.6: *Increase the number of affordable housing units to stabilize rents and prices.*

The proposed ordinance requires that at least 20% of the total units developed must be sold or rented to lower income households thereby increasing the number of affordable housing units in the city.

      General Plan Action A3.6a: *Encourage and facilitate addition of second accessory units on properties with single-family homes.*

The proposed ordinance allows for the creation of ADUs along with primary units, thereby facilitating accessory dwelling units on properties zoned for single-family uses.

General Plan Policy P3.7: *Provide high quality housing for current and future residents with a diverse range of income levels.*

The proposed ordinance requires that at least 20% of the total units developed must be sold or rented to lower income households thereby providing housing opportunities for a range of income levels.

The proposed amendments are consistent with the General Plan policies, goals, and programs listed above.

b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

The proposed overlay zone would not be detrimental to the public interest, health, safety, convenience or general welfare of the City because the ordinance provides development standards and requirements for the subdivision of one existing parcel into two new parcels and the development of up to one single family dwelling and one ADU on each resulting lot that, and the inclusion of one income restricted unit, while maintaining the general intensity of allowed residential development in the neighborhood and not creating any detrimental impacts to the surrounding areas. Therefore, the City Council hereby makes this finding.

2. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code.

The proposed overlay zone is internally consistent with other applicable provisions of the Zoning Code. While the ZTA would update the City's regulations for development on the properties to which it applies, all other provisions of the Municipal Code would remain in force. Therefore, the City Council hereby makes this finding.

3. The site is physically suitable (including absence of physical constraints, access, compatibility with adjoining land uses, and provision of utilities) for the requested zoning designations and anticipated land uses/projects.

The proposed Zoning Map Amendment is physically suitable for the requested zoning designations and anticipated land uses/projects because the proposed development standards and requirements allow for development of the same general residential intensity as the existing neighborhood. Access is provided to all potential properties within the overlay zone. The zone doesn't change the primary use and maintains a low-density residential use consistent with the surrounding properties and underlying zoning district. Therefore, the City Council hereby makes this finding.

SECTION 3. OVERLAY ZONE ADDED. Section 36.250.060 ("Camino del Cielo Overlay") is hereby added to Division 36.250 ("Overlay Zoning Districts") of Article 2 ("Zoning Districts, Allowable Land Uses, and Zone-Specific Standards") of Chapter 36 ("Zoning") of the City of South Pasadena Municipal Code to read as set forth in Exhibit A, which is incorporated herein.

SECTION 4. TABLE 2-1 AMENDMENT. Table 2-1 of Section 36.200.020 is hereby amended to add the Camino del Cielo district as an overlay district as set forth below with the rest of the table remaining the same:

Zoning District Symbol	Zoning District Name	General Plan Land Use Classification Implemented by Zoning District
CDC	Camino del Cielo Overlay	Very Low Density Neighborhood

SECTION 5. TABLE 4-1 AMENDMENT. Table 4-1 of Section 36.400.020 is hereby amended to add the Camino del Cielo district review authority as set forth below with the rest of the table remaining the same:

TABLE 4-1. REVIEW AUTHORITY						
Type of Decision	Procedure is in Section:	Role of Review Authority (1)				
		Director	DRB (2)	CHC (3)	Planning Commission	City Council
CDC Overlay District Development Application	36.250.060	Decision				Appeal

SECTION 6. Zoning Map Amendment. The Zoning Map is hereby amended to add the Camino del Cielo Overlay Zone as set forth in Exhibit B.

SECTION 7. CEQA. The City Council finds that the project is exempt the California Environmental Quality Act. Government Code Section 65852.21(k) provides that an ordinance that implements laws that allow for the ministerial approval of up to two residential units on a lot within a single-family residential zone is not considered a project under CEQA. Additionally, Government Code Section 66411.7(n) provides that an ordinance that implements laws that allow for the ministerial approval of parcel maps creating up to two parcels from a single parcel within a single-family residential zone is not considered a project under CEQA. The project includes the adoption of an ordinance that would allow for the subdivision of an existing lot in a residential zone into two lots and the development of up to two single family homes and two accessory dwelling units. Thus, the project is not considered a project under CEQA and is therefore statutorily exempt from CEQA. Furthermore, CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations) Section 15303 (Class 3 Categorical Exemption) exempts from CEQA projects involving the construction and location of limited numbers of new, small facilities or structures, which includes approval of this ordinance that would allow for the development of no more than two single family residences, each with an accessory dwelling unit, totally four dwelling units.

SECTION 8. SEVERABILITY. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 9. EFFECTIVE DATE. 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 21st day of May, 2025.

AYES:

NOES:

ABSENT:

ABSTAIN:

Janet Braun, Mayor

ATTEST:

Hector Gomez, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

CITY OF SOUTH PASADENA

CITY CLERK'S DIVISION

CERTIFICATION OF ORDINANCE

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

I, Mark Perez, Deputy City Clerk of the City of South Pasadena, do hereby certify that Ordinance No. _____, was duly and regularly approved and adopted at a Regular meeting of the City Council on this XX day of XX, 2025, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mark Perez
Deputy City Clerk

Exhibit A
Recommended Zoning Text Amendment

36.250.060 Camino del Cielo (CDC) Overlay District.

A. Purpose. The CDC overlay district is intended to provide alternative development requirements and ministerial processing of certain housing development projects with preliminary applications pursuant to Government Code Section 65941.1 submitted prior to the date the City's Sixth Cycle (2021-2029) Housing Element was certified by the California Department of Housing and Community Development.

B. Applicability. The CDC overlay district may be applied on the Zoning Map to properties that meet all the following requirements:

1. The property is located in a zoning district that allows only single family residential and ancillary uses;

2. The property is subject to a preliminary application pursuant to Government Code Section 65941.1 for a housing development project that was submitted prior to July 29, 2024.

C. Allowable land uses and development standards.

1. An existing lot may be subdivided into two lots through ministerial approval by the Director of a parcel map meeting the following criteria:

a. A parcel map and a subdivision application shall be submitted to the City for all proposed subdivisions and a planning clearance pursuant to Division 36.500.

b. The subdivision may only subdivide one existing parcel and shall create no more than two new parcels of approximately equal area.

c. No dwelling unit on such new parcels shall be rented for a period of less than 30 days and cannot be occupied as a short-term rental unit.

d. Any development constructed in accordance with this section shall be subject to all impact or development fees related to the development of a new dwelling unit.

e. Separate utility meters shall be provided for each parcel prior to map recordation.

f. Easements for access and public and private utilities shall be provided for any newly created parcel that does not front on a public or private street.

2. A maximum of one single family home and one accessory dwelling unit is permitted through ministerial approval by the Director on each resulting lot, subject to the following criteria.

a. At least 20% of the total units developed under this Section must be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with at least one such affordable unit developed on site. The sale of any accessory dwelling unit must satisfy the requirements of Government Code Section 66341 and any other applicable laws. The Owner must record a covenant memorializing these restrictions in a form acceptable to the City Manager and City Attorney. If both lots are not developed at the same time, the required affordable housing unit shall be included in the development of the first site that is developed.

b. The maximum height for a primary dwelling unit is 28 feet. Maximum height of structures is measured from a point 6 inches above the high point of the existing grade line at the existing, previously set front yard setback line to the highest point of the roof or parapet wall. All heights shall be measured at any point along the building line.

c. The lot coverage requirement for the lots combined shall not exceed 41%, excluding the floor area for any ADU.

d. The floor area ratio for the lots combined shall not exceed 51%, excluding the floor area for any ADU.

e. Setbacks shall be no less than:

i. Front: 10 feet.

ii. Rear and side: 5 feet.

f. Stepbacks shall be no less than:

i. Three feet from the garage façade and 10 feet from the ADU façade for the second floor stepback.

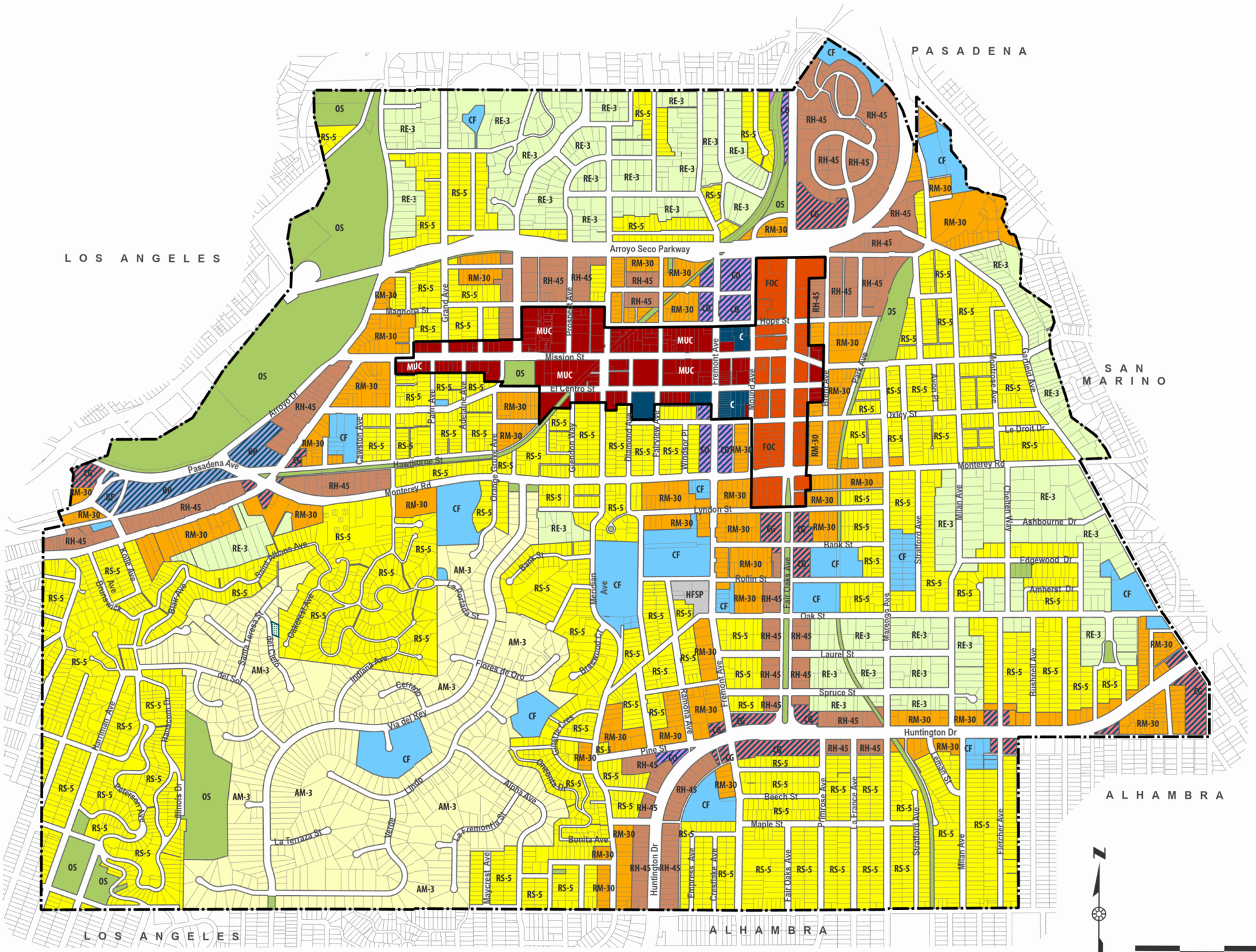
ii. 10 feet from the façade of the second floor for the third floor stepback.

g. The livable area (primary dwelling unit and accessory dwelling unit) size shall not exceed 3,300 square foot of livable area per lot and 480 square foot non-livable area (*e.g.*, garage) per lot.

h. Parking and loading for the dwellings shall require 3 off-street spaces (2 in a garage not exceeding 480 square feet) with garage 10 feet from front property line and a driveway width of minimum 20 feet.

3. All objective standards from the Altos de Monterey (AM) Overlay District, see Section 36.250.030, apply, unless modified by this Section 36.250.060, which would govern in the event of any conflict.

Exhibit B
DRAFT ZONING MAP AMENDMENT



City of SOUTH PASADENA

Zoning Map

Zoning Districts

- Residential Estate (RE)
- Altos De Monterey Residential (AM)
- Residential Low Density (RS)
- Residential Medium Density (RM)
- Residential High Density (RH)
- Commercial General (CG)
- Commercial Office (CO)
- Business Park (BP)
- Community Facilities (CF)
- Open Space (OS)
- Holy Family Specific Plan (HFSP)

Downtown Specific Plan

- Mixed Use Core (MUC)
- Fair Oaks Corridor (FOC)
- Civic (C)
- Open Space (OS)

Zoning Overlay and Specific Plan Boundary

- Mixed Use Overlay
- Camino del Cielo Overlay District
- Downtown Specific Plan Boundary

N

Zoning Map Adopted on September 27, 2023.
Exhibit Updated March 5, 2025.
Source: City of South Pasadena, 2025.

0 500 1,000 2,000 3,000 4,000 Feet

City Council Agenda Report

ITEM NO. 11

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Director of Public Works
Michael Vartanians, Principal Engineer

SUBJECT: **CONSIDERATION OF APPROVAL OF A SUBDIVISION IMPROVEMENT AGREEMENT WITH FSM SOPAS, LLC AND ACCEPTING THE PERFORMANCE AND LABOR/MATERIALS BONDS FOR PUBLIC IMPROVEMENTS FOR THE 1020 EL CENTRO SUBDIVISION FINAL MAP 84122**

Recommendation

It is recommended that the City Council approve a Subdivision Improvement Agreement, in the final form approved by the City Attorney, and accept the performance and labor/material bonds for public improvements as part of Final Map No. 84122 for 1020 El Centro Street.

Executive Summary

This approval of a Subdivision Improvement Agreement (Attachment 1) is related to a previously approved City Council resolution that approved a Final Tract Map making the findings required by South Pasadena Municipal Code (SPMC) Section 36.520.100.A.1 and the Subdivision Map Act (Map Act), Government Code Section 66458.

Background

The Final Tract Map relates to the mixed-use development project consisting of 108 condominium units and approximately 22,000 square feet of food service and retail uses located at 1020 El Centro (Project). The Planning Commission previously reviewed and approved this Project on September 13, 2022 and adopted P.C. Resolution No 22-05 (Attachment 2). The Final Tract Map was presented and approved by City Council on April 17, 2024 (Attachment 3).

After City Council approved the Final Tract Map the developer requested that the public improvements be constructed after the subdivision map is recorded. The public improvements have an estimated cost of $961,000.00 and include the removal and replacement of curb and gutter, sidewalk panels, resurfacing of asphalt concrete pavement and installation of traffic striping and signage. In order to facilitate this agreement, SPMC Section 36.540.080 requires that the subdivider enters into a subdivision improvement agreement with the City.

Analysis

South Pasadena Municipal Code Section 36.540.080 requires that the subdivision improvement agreement include the following provisions:

- Description of improvements;

- Time limit for the construction;
- Option of completion by the City;
- Surety Requirements which include a Faithful Performance Bond and Materials and Labor Bond both in the amount of 100 percent of the Engineer's Estimate, a one-year guarantee and warrant of work in the amount of 10 percent of the Engineer's Estimate and $5,000 for land survey related work;
- Phased Construction;
- Time Extensions;
- Progress Payments or Partial Release.

The subdivision improvement agreement has been reviewed by the City Attorney to conform to the requirements of the SPMC and includes provisions related to the above stated requirements. Provisions relating to the time limit for the completion of improvements will be negotiated with FSM SoPas, LLC.

Fiscal Impact
There are no direct fiscal impacts to the City by approval of this subdivision improvement agreement. If the developer fails to complete the improvements the City has the option of executing the bonds to complete the work through its own project delivery methods. The City has adopted a fee, listed in the Master Fee Schedule, which pays for the staff time and resources necessary to review final maps.

Key Performance Indicators and Strategic Plan
This proposed Subdivision Improvement Agreement approval does not align with any specific KPI and/or Council Priority, however the associated project at 1020 El Centro Street is related to Council Priority No. 3, Housing.

Commission Review and Recommendation
The approval of the Subdivision Improvement Agreement has not been reviewed by any commission, however, on September 13, 2022, the Planning Commission adopted P.C. Resolution No. 22-05, approving the Tentative Map.

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.

Attachment:
Attachment 1 - South Pasadena Subdivision Improvement Agreement Form.pdf
Attachment 2 - Planning Commission Resolution.pdf
Attachment 3 - Final Tract Map 84122.pdf

RECORDED AT REQUEST OF AND WHEN RECORDED RETURN TO:

CITY OF SOUTH PASADENA
City Clerk
1414 Mission Street
South Pasadena, CA 91030

EXEMPT FROM RECORDER'S FEES PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383

Space above this line for Recorder's Use Only

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT is made and entered into the _____ day of _____, 2025 by and between the City of South Pasadena, California, a Municipal Corporation of the State of California, hereinafter referred to as CITY, and _____, a California _____ (the "SUBDIVIDER").

RECITALS

A. SUBDIVIDER warrants and represents to CITY that it is the owner of the Property that is subject to this Agreement.

B. SUBDIVIDER warrants and represents to CITY that the following contact information is true and correct:

Tentative Map Resolution of Approval or Planning Application No.:	
Name of Subdivision:	Tract No.:
Name/Address of SUBDIVIDER:	Completion Date:
Legal Description of Property: See, **Exhibit "A"** - Legal Description of Property ("Property") Assessor's Parcel Number: _____	
SUBDIVIDER'S Contact Name/Phone No.:	

Estimated Total Cost of: (a) Improvements: $_____ (b) Monumentation: $_____
Name, Address, Contact Name and Phone No. of ***Surety Company*** or ***Issuing Bank:***

C. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and the CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

D. A tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this agreement by reference.

E. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all the improvements and land development work required by the Subdivision Laws and the Resolution of Approval or, (b) have entered into a secured Agreement with CITY to complete the Improvements and land development within a period of time specified by CITY.

F. In consideration of approval of a final map for the Subdivision by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER'S own expense, all the public improvement work required by CITY as described in the Resolution of Approval in connection with the proposed subdivision. SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

G. Complete improvement plans for the construction; installation and completion of the improvements required by the Resolution of Approval have been prepared by SUBDIVIDER and approved by the City Engineer ("Improvement Plans"). The Improvement Plans are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the Improvements as approved by the City Engineer. The facilities to be constructed pursuant to the Improvement Plans shall be known as the "Improvements."

H. An estimate of the cost of construction of the Improvements according to the Improvement Plans has been made and had been approved by the City Engineer. The estimated amount is stated in the Recitals of this Agreement. The basis for the estimate is attached as **Exhibit "B"** to this Agreement.

I. The CITY has adopted standards for the construction and installation of improvements within the CITY. The Improvement Plans have been prepared in conformance with the CITY standards in effect on the date of approval of the Resolution of Approval.

J. SUBDIVIDER recognizes that by approval of the final map for Subdivision, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property within the Subdivision. As a result, CITY will be damaged to the extent of the cost of installation of the Improvements by SUBDIVIDER'S failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER'S obligation to complete construction of the Improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER'S Obligations to Construct Improvements. SUBDIVIDER shall:

   a. Comply with all requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws in furnishing, constructing and installing the Improvements.

   b. Furnish, construct, install and complete by the time established in Section 20 of this Agreement and at SUBDIVIDER'S own expense, all the public Improvements required on the Tentative Map and Resolution of Approval in conformance with the Improvement Plans and the City standards. Such improvements shall be construction in a good and workmanlike fashion.

   c. Furnish the necessary materials for completion of the Improvements in conformity with the Improvement Plans and CITY standards.

   d. To the extent necessary to construct the Improvements, as determined by the City Engineer, acquire and dedicate, or pay the cost of acquisition by CITY, of all right-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. The SUBDIVIDER'S obligations with regard to acquisition by CITY of off-site right-of-way, easements and other interests in real property, if any, shall be subject to a separate Agreement between SUBDIVIDER and CITY. If applicable, SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorizations to accommodate the SUBDIVISION pursuant to Government Code Section 66462.5 and applicable law.

   e. If the Improvements to be constructed including monumentation, such monumentation shall be installed within thirty (30) days after the completion and acceptance of the Improvements by the CITY.

2. Acquisition and Dedication of Easement of Right-of-Way. If any of the Improvements contemplated by this Agreement is to be constructed or installed on land not owned by SUBDIVIDER, no construction or installation shall be commenced before:

   a. The offer of dedication to CITY of appropriate right-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements, or

   b. The dedication to, and acceptance by, the CITY of appropriate right-of-way, easements or other interests in real property, as determined by the City Engineer, or

   c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

3. Specifications for Improvements. SUBDIVIDER shall construct, at SUBDIVIDER'S own expense, all of the Improvements in compliance with the drawings, plans and specifications on file in the office of the City Engineer, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement as though set forth at length herein.

4. Security.

   SUBDIVIDER shall at all times guarantee SUBDIVIDER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY as set forth in **Exhibit "C"** for the purposes and in the amounts as follows:

   a. Prior to CITY'S execution of this Agreement, SUBDIVIDER shall provide as security to City the following (collectively "Improvement Security") to guarantee SUBDIVIDER'S performance of this Agreement.

      1. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements; and

      2. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement in an amount equal to one hundred percent (100%) of the estimated cost of the Improvements; and

      3. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the Improvements.

      4. To assure proper setting of subdivision monumentation, if applicable, SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

   b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor materials for the Improvements required to be constructed or installed

pursuant to this Agreement in the additional amount of 50% of the estimated cost of the Improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the Improvements; and

d. Each Improvement Security shall be a bond issued by a California admitted surety insurer or insurers having an Best's Insurance Guide rating of "A" or "AA" in substantially the form set forth in **Exhibit C**, attached to this Agreement and incorporated by this reference, and shall be subject to the approval and acceptance by the City Attorney and the City Council. If, in the opinion of City, any surety or sureties thereon (i) become insolvent or liquidated, or any bond cannot be tendered upon for the full penal sum for any reason; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, SUBDIVIDER shall renew or replace any such surety bond with a valid surety bond from a solvent surety or sureties in the amount of the full penal sum within 30 days after receiving from City written demand therefor.

e. Each Improvement Security shall be kept on file with the City Clerk. If a surety bond is replaced by another approved bond, SUBDIVIDER shall submit the replacement bond to the City Clerk; and upon acceptance by the City Attorney, the replacement Improvement Security shall be deemed to have been made a part of and incorporated into this Agreement. Upon approval by the City Attorney of a replacement bond, the former Improvement Security shall be released.

f. SUBDIVIDER shall automatically increase the amount of each Improvement Security by an amount equal to ten percent (10%) of the deposited security every year, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the Improvement Security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, SUBDIVIDER shall provide the additional Improvement Security within 30 days after receiving demand and justification therefor.

g. All Improvements shall be completed within the Completion Date. Subject to any time extensions granted in accordance with Section____ herein and any and all cure rights set forth in this Agreement, if SUBDIVIDER has not completed the Improvements within this specified time, SUBDIVIDER shall be in default.

h. In the event of a default by SUBDIVIDER pursuant to Section 10, and after written notice to SUBDIVIDER and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and remedies available to City at law or in equity, to draw upon or utilize any or all Improvement Securities furnished herewith to construct and install the Improvements itself.

5. Alterations to Improvement Plans.

a. Any changes, alterations or additions to the Improvement Plans and specifications or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by the CITY and SUBDIVIDER, shall not

relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, SUBDIVIDER shall provide additional Improvement Security for faithful performance as required by Paragraph 3 of this Agreement for 100% of the total estimated cost of the improvement as changed, altered, or amended, minus any completed partial releases allowed by Paragraph 6 of this Agreement. Alternatively, SUBDIVIDER may provide official notice from the surety company that it acknowledges receipt of the modified Improvement Plans and that the existing bonds have been amended to reflect the new penal sum, which shall be in the amount of the revised estimated total costs, and that the existing bonds shall therefore apply to warrant the project as revised.

b. The SUBDIVIDER shall construct the Improvements in accordance with the CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public health, safety and welfare or comply

6. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the Improvements by the CITY Engineer and other CITY personnel and inspection consultants. Upon completion of the work the SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless aspects of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. SUBDIVIDER shall bear all costs of inspection and certification.

7. Release of Securities. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. In accordance with the requirements of Government Code Section 64999.7, the City Engineer shall allow a partial release of faithful performance security pursuant to the following procedures. No partial release of securities for labor and materials shall be allowed.

(1) SUBDIVIDER shall have one opportunity to engage in the process of partial release of performance securities as described in this subsection (b) between the start of work and completion and acceptance of all work on the Improvements. The process allowing for a partial release of performance security shall occur only when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security.

(2) At such time that the SUBDIVIDER believes that the obligation to perform the work for which the performance security was required is complete, the SUBDIVIDER may notify the City Engineer in writing of the completed work and shall include with such notification a written list of work completed. Upon receipt

of the written notice, the City Engineer shall have forty-five (45) days to review and comment or approve the completion of the required work. If the City Engineer does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, he or she shall supply to the SUBDIVIDER a list of all remaining work to be completed.

(3) Within forty-five (45) days of receipt of the list of remaining work from the City Engineer, the SUBDIVIDER may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates.

(4) If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for performance security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer in accordance with the standards for approval of the original bonds. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security as provided for the original security. A reduction in the performance security, authorized under this subsection, is not, and shall not be deemed to be, an acceptance by the City Engineer or the City of the Improvements, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the SUBDIVIDER until all Improvements have been accepted by the City Council and all other required improvements have been fully completed in accordance with the plans and specifications for the Improvements.

(5) The SUBDIVIDER shall be under the affirmative duty to continue to construct the Improvements in accordance with the Improvement Plans until all remaining items are accepted by the City Council.

c. Within forty-five (45) days of completion, as determined by the City Engineer, the City Engineer shall notify the SUBDIVIDER that he or she has determined the Improvements to be complete. Within forty-five (45) days of the issuance of the notification by the City Engineer, the release of any remaining performance security shall be placed upon the agenda of the City Council for acceptance of the Improvements and approval of the release of any remaining performance security. Such acceptance shall not constitute a waiver of defects by CITY. As used in this Agreement the term “completion” shall mean that all items of work necessary to complete the Improvements in accordance with the Improvement Plans have been constructed to the satisfaction of the City Engineer and that no items remain on the punch list prepared by the City Engineer. “Completion” shall not mean partial use or beneficial use of the Improvement.

d. Within forty-five (45) days following the expiration of the time within which claims of lien are required to be recorded pursuant to Article 2 (commencing with Section 8410) of Chapter 4 of Title 2 of Part 6 of Division 4 of the Civil Code and acceptance of the Improvements, the security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall be reduced to an amount equal to the total claimed by all claimants for who lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance

of any other obligations secured by the Security. (Section 8410 of the Civil Code currently provides that such liens must be recorded within (1) ninety (90) days after completion of the Improvement if no notice of completion or cessation has been recorded or (2) sixty (60) days after recordation of a notice of completion or a notice of cessation.) The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

e. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in paragraph 10, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

f. The CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

g. The Surety's liability under any bonds or other forms of security provided pursuant to this Agreement shall be released only upon final completion and CITY's acceptance of the work required pursuant to this Agreement.

h. In addition to the requirements and approvals herein by the City Engineer, pursuant to South Pasadena Municipal Code Section 36.540.080.C, the partial release of faithful performance security as requested hereunder, shall require approval of the City Council by at least four-fifths vote.

8. Injury to Improvements, Public Property or Public Utility Facilities.

a. SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement at its sole expense. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

b. Until such time as the Improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such improvement. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

9. Permits. SUBDIVIDER shall, at SUBDIVIDER'S expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Default of Subdivider.

a. Default of SUBDIVIDER shall include, but not limited to: (1) SUBDIVIDER'S failure to timely commence construction of this Agreement; (2) SUBDIVIDER'S failure to timely complete construction of the Improvements; (3) SUBDIVIDER'S failure to timely cure any defect in the Improvements; (4) SUBDIVIDER'S failure to perform substantial construction work for a period of 20 calendar days after commencement of the work; (5) SUBDIVIDER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days; (6) the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance on lieu or in avoidance of foreclosure; or (7) SUBDIVIDER'S failure to perform any other obligation under this Agreement.

b. The CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER'S obligations under this Agreement. The CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY damages for SUBDIVIDER'S default shall be measured by the cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

c. In the event of SUBDIVIDER'S default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety, and agrees to pay the entire cost of such performance by CITY.

d. CITY may, but is not required to, take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

e. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER'S breach shall be in the discretion of CITY.

f. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorney's fees.

g. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

11. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final acceptance by the City Council of the work and Improvements against any defective work or labor done or defective materials furnished. Where certain Improvements are to be constructed in phases or sections, the one year warranty period shall commence after CITY acceptance of the last completed portion of the Improvements. If within the warranty period any work or Improvement or part of any work or Improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the Improvement Plans, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY at CITY option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER'S and agrees to pay the cost of such work by CITY. Should the CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs. If SUBDIVIDER does not promptly pay the total costs incurred, CITY may opt to tender on SUBDIVIDER'S Improvement Securities and/or take any other lawful actions to recover any nonpayment or deficiency.

12. Subdivider Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

13. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to Agreements concurrently or previously executed between the parties, or from entering into Agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinance providing therefore, nor shall anything in this Agreement commit CITY of any such apportionment.

14. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. Vesting of Ownership. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

16. Indemnity/Hold Harmless.

a. CITY or any officer or employee thereof shall not be liable for injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement. SUBDIVIDER further agrees to indemnify, protect and hold harmless and defend CITY, its officials and employees from any and all claims,

demands, causes or action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision, and the Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other Improvements. Acceptance by the CITY of the Improvements shall not constitute an assumption by the CITY of any responsibility for the design or construction of the subdivision or the Improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the Improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition causes by the design or construction defect; however SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten years following the acceptance by the CITY of Improvements. It is the intent of this action that SUBDIVIDER shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph. The provisions of this paragraph shall survive expiration or termination of this Agreement.

b. SUBDIVIDER shall pay and satisfy any judgment, award or decree that may be rendered against CITY to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives SUBDIVIDER prompt written notice of such claim.

c. SUBDIVIDER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CITY.

d. SUBDIVIDER, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against CITY to the extent of the indemnity above provided

17. Insurance.

a. The following coverages shall be obtained and maintained by SUBDIVIDER on behalf of CITY and in accordance with the requirements set forth herein. If SUBDIVIDER performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, SUBDIVIDER shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, SUBDIVIDER may elect to obtain, for all or any portion of the Improvements, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors

provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "SUBDIVIDER" refers to the party responsible to provide the coverages as specified and, depending on context, may refer either to SUBDIVIDER or to a separate general contractor. SUBDIVIDER may satisfy insurance requirements contained herein by SUBDIVIDER master insurance policies covering other operations and locations.

b. General Liability: SUBDIVIDER shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of comprehensive General liability insurance, with limits of Two Million Dollars ($2,000,000.00) for each occurrence and in the aggregate, combined single limit, against bodily injury (including death), or loss or damage to property to the extent resulting from the wrongful or negligent acts or omissions of SUBDIVIDER, its officers, employees, and agents, and shall require such coverage of its independent contractors. If such insurance contains a general aggregate limit, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit. SUBDIVIDER shall have the right to provide such insurance under its existing insurance program, provided such existing insurance meets all of the requirements of this paragraph a.

c. Automobile Liability (including owned, non-owned, and hired autos): SUBDIVIDER shall at all times during the Term of this Agreement also carry, maintain, and keep in full force and effect a policy or policies of commercial automobile liability insurance with a combined single limit of One Million Dollars ($1,000,000.00), single limit, per occurrence for bodily injury and property damage, which will cover the drivers and automobiles used to perform the work pursuant to this Agreement. Such insurance shall include coverage for owned, non-owned, and hired automobiles. SUBDIVIDER shall have the right to provide such insurance under its existing insurance program, provided such existing insurance meets all of the requirements of this paragraph b.

d. Workers' Compensation. SUBDIVIDER shall, to the extent required by state law, provide Workers' Compensation Insurance, including employer's liability coverage, for the protection of SUBDIVIDER'S employees, with a minimum limit of One Million Dollars ($1,000,000) or the amount required by law, whichever is greater. SUBDIVIDER shall file a certificate of insurance which evidences that SUBDIVIDER is in compliance with said Workers' Compensation Insurance requirement. SUBDIVIDER shall require all subcontractors similarly to provide such Workers' Compensation Insurance and certificates of insurance for their respective employees.

e. SUBDIVIDER agrees that if it does not keep the aforesaid insurance in full force and effect City may either, after written notice to SUBDIVIDER and failure by SUBDIVIDER to cure same within ten (10) days, immediately terminate this Agreement for default by SUBDIVIDER, or, if insurance is available at reasonable cost, City may take out the necessary insurance and pay, at SUBDIVIDER'S expense, the premium amount.

f. The general liability policy shall be endorsed to state that City, its officers, officials, employees, agents, representatives and volunteers (hereinafter "Indemnities") shall be covered as additional insureds.

g. The insurance provided by SUBDIVIDER shall be primary to any coverage available to CITY and shall provide that any insurance or self-insurance maintained by Indemnities shall be in excess of SUBDIVIDER'S insurance and shall not contribute with it.

h. The insurance provided by SUBDIVIDER shall be endorsed to state that the insurer shall waive all rights of subrogation against Indemnities.

i. The policy or policies required herein shall be issued by an insurer admitted in the State of California with a rating of at least A VII in the latest edition of A.M. Best's insurance guide or as otherwise approved by the CITY'S Risk Manager. Self-insurance will not comply with these insurance specifications unless expressly approved in writing by CITY.

j. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer or a broker to bind coverage on its behalf. The certificates shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement.

k. Notice of Policy Changes. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by SUBDIVIDER to CITY by U.S. mail, certified, or by personal delivery.

l. Evidence of Coverage. Prior to commencement of work, and at all times during the term of this Agreement, SUBDIVIDER shall maintain on file with the City Clerk a certificate or certificates of insurance in a form acceptable to the City Attorney, showing compliance with the foregoing requirements.

m. Nothing contained herein in Section 16 shall be construed as limiting in any way SUBDIVIDER obligations of indemnification under Section 15 or any other extent to which SUBDIVIDER may be held responsible for payment of damages to persons or property resulting from its operations, including operations and work performed or materials supplied by or on behalf of SUBDIVIDER, any subcontractors or by anyone directly or indirectly employed by any of them.

18. Sale or Disposition of SUBDIVISION. Sale or other disposition of this Property will not relieve SUBDIVIDER from the obligations set forth herein. If SUBDIVIDER sells the Property or any portion of the Property within the SUBDIVISION to any other person, the SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under this Agreement for the work or improvement done by SUBDIVIDER.

19. Time of the Essence. Time is of the essence of this Agreement.

20. Time for Completion of Work/Time Extension. SUBDIVIDER shall complete construction of the Improvements required by this Agreement within _____ months of this Agreement ("Completion Date"). Any request for a time extension to the Completion Date shall be processed pursuant to Section 36.540.080.D of the South Pasadena Municipal Code.

21. Legal Responsibilities. The SUBDIVIDER shall keep itself informed of all local, State and Federal Laws and regulations which in any manner affect those employed by it or in any way affect the performance of its obligations pursuant to this Agreement. The SUBDIVIDER

shall at all times observe and comply with all such laws and regulations and shall require its contractors and subcontractors to comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the SUBDIVIDER to comply with this Section.

22. No Vesting of Rights. Performance by SUBDIVIDER of this Agreement shall not be construed to vest SUBDIVIDER'S rights with respect to any change in any zoning or building law or ordinance.

24. Notice

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Notice to CITY:	Notice to SUBDIVIDER:
City of South Pasadena	
Ted Gerber	
Director of Public Works	
1414 Mission Street	
South Pasadena, CA 91030	

25. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

26. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

27. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorney's fees.

28. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

29. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of the CITY, the appropriate party shall be the City Manager.

IN WITNESS WHEREOF, this Agreement is executed by CITY, by and through its Mayor.

SUBDIVIDER*

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

*Proper Notarization of SUBDIVIDER'S signatures required

CITY OF SOUTH PASADENA

_____

Janet Braun, Mayor

ATTEST:

_____

Hector Gomez, City Clerk

APPROVED AS TO FORM:

_____

Roxanne Diaz, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

ESTIMATE OF THE COST OF CONSTRUCTION OF THE IMPROVEMENTS ACCORDING TO THE IMPROVEMENT PLANS

EXHIBIT C

FORMS OF PERFORMANCE, PAYMENT AND WARRANTY BONDS

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

Whereas, the City Council of the City of South Pasadena, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the Principal and _____, as surety (hereinafter designated as "Surety"), are held and firmly bound unto the City of South Pasadena in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his, her, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his, her, its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of South Pasadena, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City of South Pasadena in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Further, Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City of South Pasadena is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of Principal and Surety being hereto affixed and these presents duly signed by Principal and by Surety's undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

_____

_____

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

"Surety"

_____

_____

By: _____
Its:

By: _____
Its:

(Seal)

APPROVED AS TO FORM:

CITY OF SOUTH PASADENA

By:

_____
Roxanne Diaz, City Attorney

Bond No. _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

Whereas, the City Council of the City of South Pasadena, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of South Pasadena to secure the claims to which reference is made in Part 6 (commencing with Section 8000) of Division 4 of the Civil Code.

Now, therefore, the Principal and _____, as corporate surety (hereinafter designated as "Surety"), are held firmly bound unto the City of South Pasadena and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Part 6 (commencing with Section 8000) of Division 4 of the Civil Code in the sum of _____ dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City of South Pasadena in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Part 6 (commencing with Section 8000) of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

Further, Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City of South Pasadena is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of Principal and Surety being hereto affixed and these presents duly signed by Principal and by Surety's undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

_____

(Seal)

"Surety"

_____

_____

By: _____
Its:

By: _____
Its:

(Seal)

APPROVED AS TO FORM:

CITY OF SOUTH PASADENA

By: _____
Roxanne Diaz, City Attorney

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

Whereas, the City Council of the City of South Pasadena, State of California, and _____ (hereinafter designated as "Principal") have entered into an agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Principal is required under the terms of said agreement to furnish a bond for the good and sufficient warranty of all of the improvements installed pursuant to said agreement.

Now, therefore, we, the Principal and _____, as surety (hereinafter designated as "Surety"), are held and firmly bound unto the City of South Pasadena in the penal sum of _____ dollars ($_____) lawful money of the United States (the "Penal Sum"), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the City of South Pasadena, any defects which may develop during a period of one (1) year from the date of the completion and acceptance of the last of the improvements installed under the agreement, caused by defective or inferior design, materials, workmanship or maintenance as determined by the City, and shall indemnify, defend and hold harmless the City of South Pasadena, its officers, officials, employees, agents and volunteers for any and all claims, demands, causes of action, judgments, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense, which arise out of, pertain to, or relate to such defects or inferior design, materials, workmanship or maintenance or to the Principal's actions or inactions in remedying such defects or inferior design, materials, workmanship or maintenance, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

If suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City of South Pasadena in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Further, Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City of South Pasadena is the principal beneficiary of this bond and has all rights of a party hereto.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of Principal and Surety being hereto affixed and these presents duly signed by Principal and by Surety's undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

_____

_____

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

"Surety"

_____

_____

By: _____
Its:

By: _____
Its:

(Seal)

APPROVED AS TO FORM:

CITY OF SOUTH PASADENA

By:

_____
Roxanne Diaz, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, Notary Public

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

_____
Signature of Notary Public

P.C. RESOLUTION NO. 22-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA APPROVING PROJECT NO. 2441 COA-DRX-DBR-AHR-CUP-TTM-SIGN-TRP CONSISTING OF A CERTIFICATE OF APPROPRIATNESS, DESIGN REVIEW, DENSITY BONUS REVIEW, AFFORDABLE HOUSING REVIEW, CONDITIONAL USE PERMIT, TENTATIVE TRACT MAP, SIGN PROGRAM, AND TREE REMOVAL FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 108 RESIDENTIAL CONDOMINIUMS, OF WHICH 19 WILL BE AFFORDABLE UNITS; APPROXIMATELY 22,032 SQUARE FEET OF FOOD SERVICE AND RETAIL USES; TWO INCENTIVES/CONCESSIONS FOR INCREASE IN THE ALLOWABLE FLOOR AREA RATIO AND AN INCREASE IN THE PERMITTED NUMBER OF STORIES FROM TWO STORIES TO FOUR STORIES; REMOVAL OF 25 TREES FOR THE PROPERTY LOCATED AT 1020 EL CENTRO STREET (APN: 5315-008-047).

WHEREAS, on September 1, 2021, the applicant, submitted an application for a Certificate of Appropriateness, Design Review, Density Bonus Review, Affordable Housing Review, Conditional Use Permit, Tentative Tract Map, Sign Program, and Tree Removal for a proposed mixed-use development consisting of 108 condominiums units, of which 19 will be affordable units; approximately 22,032 square feet of food service and retail uses; two incentive/concessions for increase in the allowable Floor Area Ration and an increase in the permitted number of stories from two stories to four stories; removal of 25 tress for the property located at 1020 El Centro Street (APN: 5315-008-047); and

WHEREAS, the subject property is zoned Mission Street Specific Plan, District A and has a General Plan Land Use Designation of Mission Street Specific Plan; and

WHEREAS, the Planning Division evaluated the project for consistency with the City's General Plan, South Pasadena Municipal Code, and all other applicable state and local regulations; and

WHEREAS, on August 18, 2022, the Cultural Heritage Commission held a duly noticed public hearing at which time the commission considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. Project No. 2441 COA-DRX-DBR-AHR-CUP-TTM-SIGN-TRP, agreeing with staff to recommend approval to the Planning Commission; and

WHEREAS, on September 1, 2022, the public hearing notice was mailed to each property owner within a 300-foot radius of the project site in accordance with the

requirements of South Pasadena Municipal code declaring the project review by the Planning Commission for the hearing on September 13, 2022; and

WHEREAS, on September 2, 2022, the City of South Pasadena Planning Division, published a legal notice in the *South Pasadena Review*, a local newspaper of general circulation, indicating the date, time, and location of the public hearing in compliance with state law concerning Project No. 2441 COA-DRX-DBR-AHR-CUP-TTM-SIGN-TRP; and

WHEREAS, the Planning Commission held a duly noticed public hearing on September 13, 2022, at which time it considered the staff report, oral report, the testimony, and the written evidence submitted by and on behalf of the applicant and by members of the public concerning Project No. 2441 COA-DRX-DBR-AHR-CUP-TTM-SIGN-TRP and considered the proposed mixed-use development consisting of 108 residential condominiums, of which 19 will be affordable units; approximately 22,032 square feet of food service and retail uses; two incentives/concessions for an increase in the allowable Floor Area Ratio (FAR) and an increase in the permitted number of stories from two stories to four stories; and removal of 25 trees.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SOUTH PASADENA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1: ENVIRONMENTAL REVIEW FINDING

The Planning Commission herby finds and determines as follows:

A. Lead Agency: That the City is the lead agency for the project pursuant to the California Environmental Quality Act ("CEQA," Cal. Pub. Res. Code §21000 et seq.), State CEQA Guidelines (the "Guidelines," 14.Cal. Code Regs §15000 et seq.)

B. The Planning Commission has determined that the proposed project is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA), under Article 19 Section 15332, Class 32 – In-fill Development.

Class 32 exemptions consist of project characterized as in-fill development meeting the conditions described below.

(a) The project is consistent with the applicable General Plan designation and all applicable general plan policies as well as with applicable zoning designations and regulations.

The Project Site is located in the MSSP zoning district. The Project Site has a General Plan land use designation of Mission Street Specific Plan (MSSP) and is zoned MSSP-District A. District A is intended to include convenience retail and services, restaurants, and specialty retail uses on the ground floor uses on street frontages, while also allowing for housing units, offices, studios, and other lodging uses.

The Project proposes a mixed-use development, which would include residential units and ground floor retail/commercial space; therefore, the Project would be consistent with the applicable General Plan designation, zoning designation, and all applicable policies and regulations.

(b) The proposed development occurs within City limits on a project site of no more than five acres substantially surrounded by urban uses.

The site is a developed lot with an existing cultural resources and existing surface parking lot. The subject is a rectangular lot that measures approximately 82,762 square feet or 1.89 acres that is surrounded by urban uses, residential/commercial uses to the west, the South Pasadena Public Library to the south, and commercial uses to the north and east.

(c) The project site has no value as habitat for endangered, rare, or threatened species.

The Project Site is currently developed with a former school administrative office building and auditorium and the associated surface parking lot. The Project Site is bordered by existing residential and commercial uses and well-utilized roadways. There are no regional resources or habitats nearby that could contain sensitive species, and all nearby habitat is disturbed with little-to-no native vegetation. Therefore, the Project would not result in any significant effects relating to biological resources. The Project Site would have no value as a habitat for endangered, rare, or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

The project will not result in any significant effects related to traffic, noise, air quality, or water quality. The applicant submitted technical studies related to traffic, noise, air quality/greenhouse gases, and a historic resource evaluation into the city for review.

- Gibson Transportation Consulting, Transportation Study for the Fairview Court Project.
- EcoTierra Consulting, Inc., 1020 El Centro Street Noise Analysis
- EcoTierra Consulting, Inc., 1020 El Centro Street Air Quality Global Climate Change, and Energy Analysis
- Joseph Catalano AIA, Historic Preservation Consultant, Historic Resource Evaluation: 1020 El Centro Street

The studies were peer reviewed by a city selected environmental consultant, Kimley-Horn and Associates, Inc and found the following;

Traffic. The City adopted its Transportation Impact Analysis Methodology (TIA Guidelines) on May 20, 2020. The City's TIA Guidelines include a screening evaluation to determine whether the Project would be expected to have a less-than-significant vehicle miles traveled (VMT) impact or if further VMT analysis is required. In accordance with the City's TIA Guidelines and as stated in the Transportation Study, the Project is located in a transit priority area (TPA). Therefore, the Project would not be required to conduct further detailed VMT transportation analysis pursuant to the screening thresholds in the TIA Guidelines. Therefore, no significant CEQA transportation impact is anticipated with the development of the Project.

Noise. As concluded in the Project's Noise Analysis, the Project's construction and operational noise and vibration levels would not exceed applicable City or Federal Transit Administration standards. The Project would result in less than significant construction and operational noise and vibration impacts. Therefore, the Project's approval would not result in any significant noise and vibration effects pursuant to CEQA Guidelines Section 15332(d).

Air Quality. As concluded in the Project's Air Quality, Global Climate Change, and Energy Analysis, the Project's construction and net increase in operational emissions would not exceed applicable South Coast Air Quality Management District (SCAQMD) emissions thresholds, above which the SCAQMD has indicated that a project's contribution to increased regional ambient pollutant levels may be considerable. Thus, the Project would result in less than significant construction and operational air quality impacts. In addition, the Project would comply with applicable SCAQMD Rules, which would further minimize the Project's construction-related emissions. Therefore, the Project's approval would not result in significant air quality effects pursuant to CEQA Guidelines Section 15332(d).

Water Quality. The Project would not involve the extraction of groundwater. Historically high groundwater in the Project Site vicinity is estimated to be deeper than 100 feet below ground surface. Fluctuations in the groundwater level may occur due to variations in rainfall, temperature, and other factors. However, due to the depth of groundwater anticipated on the Project Site, Project construction and operation would not interfere with groundwater. Impacts to groundwater would be less than significant.

The Project's construction-related activities would include ground-disturbing activities, which would displace soils and temporarily increase the potential for soils to be subject to wind and water erosion. Construction-related erosion effects would be addressed through compliance with the National Pollutant Discharge Elimination System (NPDES) Program's Construction General Permit, which would be issued by the Los Angeles Regional Water Quality Control Board (LARWQCB). The Construction General Permit requires development and implementation of a Stormwater Pollution Prevention Plan

(SWPPP) and monitoring plan, which must include erosion-control and sediment-control best management practices (BMPs) that would meet or exceed measures required by the Construction General Permit to control potential construction-related pollutants. Following compliance with NPDES and City requirements, the Project's construction-related activities would not violate any water quality standards or otherwise substantially degrade surface or groundwater quality.

Stormwater discharge is generated by rainfall that runs off the land and impervious surfaces, and can include pollutants of concern which would affect stormwater quality. The Project is not anticipated to produce any pollutants that would result in a violation of water quality standards or waste discharge requirements. The Project would be required to comply with the applicable requirements of SPMC Chapter 23, Stormwater and Urban Runoff Pollution Control, Section 23.14, Stormwater pollution control measures for development planning and planning and construction activities. The Project would require a stormwater mitigation plan that complies with the most recent LARWQCB-approved SUSMP. Any pollutants or waste would be discharged according to all appropriate local, State, and federal rules and regulations. Compliance with applicable SUSMP and long-term water quality requirements would be reviewed by the South Pasadena Department of Public Works during the plan check phase of the Project. Therefore, Project operation would not violate any water quality standards or waste discharge requirements.

In conclusion, the Project's approval would not result in any significant effects relating to water quality pursuant to CEQA Guidelines Section 15332(d).

(e) The site can be adequately served by all required utilities and public services.

The Project would occur within an urbanized area where there is available water, sewer, storm drain, natural gas, electricity, telecommunications services. Additionally, the Project would be consistent with the site's intended land uses, as concluded in the Land Use Section above; thus, the demands for utilities and public services associated with the property have been accounted for. The City would also require the Applicant to provide a sewer study during the plan check phase to ensure that the proposed sewer outlet on adjacent streets is sufficient to handle the proposed sewage flow and to clarify the Applicant's responsibility for any upsizing or other improvements that may be required to handle the Project's flow. The Project Site can be adequately served by all required utilities and public services. Therefore, the Project's approval would not result in any significant effects relating to utilities and public services pursuant to CEQA Guidelines Section 15332(e).

C. Exceptions: Additionally, the City reviewed exceptions to Categorical Exemptions pursuant to 15300.2 of the CEQA Guidelines and finds that the project will not

result in cumulative impacts, a significant effect due to unusual circumstances, damage to scenic highways, nor is the project site located on a hazardous waste site. Lastly, the existing structure on site is located within a National Register Historic District and within the City's Historic Inventory list as a cultural resource. The Historic Resource Evaluation (HRE) identifies the proposed adaptive reuse of the existing structure. The adaptive reuse of the building would follow the Secretary of the Interior's Standards and Guidelines for the treatment category of Adaptive Reuse. The former school administrative office building and auditorium would also be seismically upgraded to meet the present California Building Code for purposes of its proposed new occupancy use. As the building exterior would remain unaltered and would be restored with no significant negative impacts, the Project would not cause a substantial adverse change in the significance of a historical resource. Therefore, the exceptions to Categorical Exemptions are not applicable to the project.

SECTION 2: DESIGN REVIEW FINDINGS

The Planning Commission finds that the proposed project is consistent with all applicable findings for approval of Design Review pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.040, as follows:

1. **Is consistent with the general plan, any adopted design guidelines and any applicable design criteria for specialized areas (e.g., designated historic or other special districts, plan developments, or specific plans);**

   The proposed project is consistent with the General Plan, specifically, with Goal 1, Policy 1.3 of the Land Use Element of the General Plan by encouraging and facilitating mixed-use development within targeted areas, including horizontally or vertically integrated housing, live-work spaces, professional office and retail commercial uses. The project proposes new development that will include five new four-story mixed-use buildings that incorporates ground floor commercial/retail uses with residential above the commercial uses along Mission Street and four-story residential structures along Diamond Avenue and Fairview Avenue. The project has both integrated residential units vertically above the proposed commercial space along Mission Street and horizontally behind both proposed commercial spaces along Mission Street and El Centro Street.

2. **Will adequately accommodate the functions and activities proposed for the site, will not unreasonably interfere with the use and enjoyment of neighboring, existing, or future developments, and will not create adverse pedestrian or traffic hazards.**

   The project involves the rehabilitation and adaptive reuse of an existing vacant building into commercial spaces and develop five new commercial/residential buildings on the site. The project will provide adequate parking on site with two-level of subterranean parking. In addition, the project proposes to provide new lighting,

landscaping, and courtyard amenities for residents and patrons of the commercial establishments.

3. **Is compatible with the existing character of the surrounding neighborhood and that all reasonable design efforts have been made to maintain the attractive, harmonious, and orderly development contemplated by this section and the general plan; and**

   The proposed project has incorporated architectural elements and configured the design of the new structures to be compatible with both the existing cultural resource on site, in addition to the surrounding buildings, such as the public library located directly south of the subject site along El Centro Street. The design has incorporated a pedestrian walkway that will connect Mission Street to El Centro Street through the property, encouraging pedestrian friendly designs. Lastly, the project has incorporated the development standards and design guidelines within the Mission Street Specific Plan (MSSP) to ensure that the design is compatible with the surrounding area.

4. **Would provide a desirable environment for its occupants and neighbors, and is aesthetically of good composition, materials, and texture that would remain aesthetically appealing with a reasonable level of maintenance and upkeep.**

   The proposed project has been designed with the consideration of the existing cultural resource on site and the surrounding commercial and residential neighborhood. The project will provide adequate parking, indoor space, courtyard amenities, outdoor seating and lighting. In addition, the proposed project will utilize materials and colors that will complement the architectural style of the existing cultural resource with a reasonable level of maintenance.

SECTION 3: CONDITIONAL USE PERMIT FINDINGS

The Planning Commission finds that the proposed project is consistent with all applicable findings for approval of a Conditional Use Permit pursuant to South Pasadena Municipal Code (SPMC) Section 36.410.060, as follows:

1. **The proposed use is allowed with Conditional Use Permit approval within the applicable zoning district and complies with all applicable provisions of this Zoning Code;**

   The proposed mixed-use development is conditionally permitted within the subject zoning district, pursuant to the Mission Street Specific Plan. The MSSP District A zone is intended to be a pedestrian-oriented shopping street with continuous storefronts along the sidewalk and housing above or in some cases behind the storefronts. The proposed mixed-use project will provide additional commercial space along Mission Street and El Centro Street, while simultaneously providing additional residential units to the area. The proposed project is compatible with the

adjoining land uses. In addition, the proposed project is in compliance with the requirements of the MSSP.

2. **The proposed use is consistent with the General Plan and any applicable specific plan;**

   The proposed project is consistent with the General Plan, specifically, with Goal 1, Policy 1.3 of the Land Use Element of the General Plan by encouraging and facilitating mixed-use development within targeted areas, including horizontally or vertically integrated housing, live-work spaces, professional office and retail commercial uses. The project proposes new development that will include a new four-story mixed-use building that incorporates ground floor commercial/retail uses with residential above the commercial uses. The project has both integrated residential units vertically above the proposed commercial space along Mission Street and horizontally behind both proposed commercial spaces along Mission Street and El Centro Street.

3. **The establishment, maintenance, or operation of the use would not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of the proposed use;**

   The project proposes to utilize existing infrastructure and public utilities. The surrounding area is developed with public access, water sanitation, and other public utilities. The new development will not impede the accessibility to public access, water sanitation, or other public utilities and services. It is expected that the proposed development will not be detrimental to the public health, safety, and general welfare. The project was designed to comply with all applicable zoning code standards to promote a pedestrian oriented design. In addition, the project will be required to comply with all building code requirements.

4. **The use, as described and conditionally approved, would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City;**

   The proposed project is consistent and compatible with the surrounding area, which is consistent of a mixture of commercial, residential, and open space uses. The project proposes to utilize existing infrastructure and public utilities. Parking will be provided for residents and patrons within two-level of subterranean parking. Residential parking will be secured separately with a security access. Additionally, the project will provide new amenities along Mission Street and El Centro Street, such as landscaping, courtyard amenities, outdoor dining, and lighting.

5. **The subject site is adequate in terms of size, shape, topography, and circumstances and has sufficient access to streets and highways which are adequate in width and pavement type to carry the quantity and quality of traffic expected to be generated by the proposed use; and**

   The proposed project is located on a flat lot that measures approximately 82,762 square feet. Vehicular access to the site will be provided through Fairview Avenue and pedestrian access will be provided along Mission Street and El Centro Street. Vehicular access along Fairview Avenue will provide ingress and egress into the proposed subterranean parking. The applicant will utilize the existing driveway apron which provides adequate width into the parking. Additionally, Fairview Avenue provides an adequate width and pavement type to sustain the volume of project traffic expected to be generated. Therefore, the subject site is adequate in size, shape, topography, and circumstances, in addition to providing sufficient access to streets and highways.

6. **The design, location, operating characteristics, and size of the proposed use would be compatible with the existing and future land uses in the vicinity, in terms of aesthetics, character, scale, impacts on neighboring properties.**

   The proposed project is located on a lot that measures approximately 82,762 square feet. The design, location, size, and operating characteristics of the proposed mixed-use development is proposed to be compatible with the surrounding existing and future land uses. The subject site is surrounded by residential/commercial uses to the west and commercial uses to the north and east. Additionally, the project has been reviewed by various departments (i.e., Building, Public Works, Fire, Police Department, etc.) and conditions of approval have been included to ensure that the project does not create any issues of concern that would be detrimental to the public health, safety, or welfare of the City.

SECTION 4: CERTIFICATE OF APPROPRIATENESS FINDINGS

The Planning Commission finds that the proposed project is consistent with all applicable findings for approval of a Certificate of Appropriateness pursuant to South Pasadena Municipal Code (SPMC) Section 2.65, as follows:

Mandatory Findings:

1. **The project is consistent with the goals and policies of the General Plan.**

   The proposed project is consistent with the General Plan, specifically, with Goal 1, Policy 1.3 of the Land Use Element of the General Plan by encouraging and facilitating mixed-use development within targeted areas, including horizontally or vertically integrated housing, live-work spaces, professional office and retail commercial uses. The project proposes new development that will include a new four-story mixed-use building that incorporates ground floor commercial/retail uses with

residential above the commercial uses. The project has both integrated residential units vertically above the proposed commercial space along Mission Street and horizontally behind both proposed commercial spaces along Mission Street and El Centro Street.

2. **The project is consistent with the goals and policies of this article.**

   The project is consistent with the goals and policies of the Cultural Heritage Ordinance. The project preserves the architectural and aesthetic features of the cultural resource consistent in a manner that is consistent with the Ordinance. The proposed new development will not be attached to the existing cultural resource, therefore ensuring that the existing architectural and aesthetic features are preserved.

3. **The project is consistent with the applicable criteria identified in subsection (e)(8) of this section which the commission applies to alterations, demolitions, and relocation requests.**

   The proposed project is consistent with the applicable criteria identified under subsection (e)(8) of section 2.65 Certificate of appropriateness – Alteration and demolition of the South Pasadena Municipal Code. In addition to the standards in the Secretary of Interior's Standards of Rehabilitation.

Consistency with Secretary of the Interior Standards	
Standard	**Staff's Recommended Consistency Determination**
Standard 1: A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships	Consistent.
Standard 2: The historic character of a property will be retained and preserved. The removal of distinctive materials of alteration of features, spaces, and spatial relationships that characterize a property will be avoided.	Consistent.
Standard 3: Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.	Consistent.
Standard 4: Changes to a property that have acquired historic significance will be retained and preserved.	Consistent.

Consistency with Secretary of the Interior Standards	
Standard	**Staff's Recommended Consistency Determination**
Standard 5: Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.	Consistent.
Standard 6: Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.	Consistent.
Standard 7: Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.	Consistent.
Standard 8: Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.	Consistent. No archeological resources are known to exist on the site.
Standard 9: New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property, the new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.	Consistent.
Standard 10: New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.	Consistent.

Project Specific Findings (Staff Recommendation);

Finding No. 2: The project is appropriate to the size, massing, and design context of the historic neighborhood.

The project is appropriate to the size massing, and design context of the cultural resource and the surrounding areas. The existing culture resource will continue to remain a one-story structure, while the proposed new development will be a multi-story structure like other commercial buildings on Mission Street. While no other existing structures are four-stories, the proposed architectural configuration of the stories appears as a three-story building along Mission Street. Additionally, the proposed materials, finishes, and detailing are compatible with the existing historical architectural design of the existing structure on site. Therefore, the proposed addition will be harmonious and compatible with the surrounding historic neighborhood.

Finding 7: The project will not adversely affect the character of the historic district in which the property is located

The proposed project has incorporated architectural elements and configured the design of the new structures to be compatible with both the existing cultural resource on site, in addition to the surrounding buildings, such as the public library located directly south of the subject site along El Centro Street. The design incorporates a pedestrian walkway that will connect Mission Street to El Centro Street through the property, encouraging pedestrian friendly designs. Lastly, the project has incorporated the development standards and design guidelines within the Mission Street Specific Plan (MSSP) to ensure that the design is compatible with the surrounding area.

Finding No. 8: The project will be compatible with the appearance of existing improvements on the site and the new work will be compatible with the massing, size, scale, and character-defining features to protect the historic integrity of the property and its environment

The project proposes to restore and repair the existing cultural resource on the subject site. The proposed new development will not be attached to the existing building and instead will demolish the existing surface parking to construct new building for commercial and residential uses. The proposed materials and elements of the new structures will be complemented that existing elements of the cultural resource, while creating a clear distinction between the new and the existing.

SECTION 5: TENTATIVE TRACT MAP FINDINGS

The Planning Commission finds that the proposed project is consistent with all applicable findings for approval of a tentative tract map pursuant to South Pasadena municipal code (SPMC) section 36.510.070, as follows:

1. **The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, and any applicable Specific Plan, and that none of the findings for denial in Subsection C. can be made;**

   The proposed project is consistent with the General Plan, specifically, with Goal 1, Policy 1.3 of the Land Use Element of the General Plan by encouraging and facilitating mixed-use development within targeted areas, including horizontally or vertically integrated housing, live-work spaces, professional office and retail commercial uses. The project proposes new development that will include a new four-story mixed-use building that incorporates ground floor commercial/retail uses with residential above the commercial uses. The project has both integrated residential units vertically above the proposed commercial space along Mission Street and horizontally behind both proposed commercial spaces along Mission Street and El Centro Street.

2. **Supplemental findings: in addition to the findings required for approval of a tentative map by subsection a. Above, the commission shall not approve a tentative map unless it can also make the following findings, when they are applicable to the specific subdivision proposal.**

   A. **Construction of improvements. It is in the interest of the public health and safety, and it is necessary as a prerequisite to the orderly development of the surrounding area, to require the construction of road improvements within a specified time after recordation of the parcel map, where road improvements are required.**
   B. **Condominiums. Any applicable findings required by section 36.530.020 for condominium conversions.**
   C. **Dedications or exactions. Findings documenting the need for dedications or exactions, if dedications or exactions are required.**
   D. **Waiver of parcel map. The findings required by section 36.520.030 (waiver of parcel map), if waiver of a parcel map has been requested with the tentative map application.**

   The supplemental findings are not applicable to the project. Existing primary access to the project is provided from Fairview Avenue, a designated local street, which is adequate in width and pavement type to carry the quantity and quality of projected traffic expected to be generated by the proposed use. No expansion of the street is required to accommodate the project. Therefore, the project does not require construction of road improvements and no dedication or exactions are required. Additionally, the project is for the development of new condominium units and it is not a condominium conversion.

3. **Findings requiring denial. A tentative map shall be denied if the commission makes any of the following findings:**

   a. **The proposed subdivision including design and improvements is not consistent with the General Plan or any applicable specific plan;**

b. The site is not physically suitable for the type or proposed density of development;
c. The design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or injure fish or wildlife or their habitat;
d. The design of the subdivision or type of improvements is likely to cause serious public health or safety problems;
e. The design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large for access through or use of, property within the proposed subdivision. This finding may not be made if the commission finds that alternate easements for access or use will be provided, and that they will be substantially equivalent to ones previously acquired by the public. This finding shall apply only to easements of record, or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the review authority to determine that the public at large has acquired easements of access through or use of property within the proposed subdivision;
f. The discharge of sewage from the proposed subdivision into the community sewer system would result in violation of existing requirements prescribed by the California regional water quality control board;
g. A preliminary soils report or geological hazard report indicates adverse soil or geological conditions and the subdivider has failed to provide sufficient information to the satisfaction of the city engineer or the commission that the conditions can be corrected in the plan for the development; or
h. The proposed subdivision is not consistent with all applicable provisions of this zoning code, any other applicable provisions of the municipal code, and the subdivision map act.

The findings for denial cannot be made, due to the proposed project being consistent with the General Plan, the MSSP, Zoning Code within the South Pasadena Municipal Code, and the Subdivision Map Act. The project is design in a way that is physically suitable for the subject and will not cause serious public health, safety problems, environmental damage, or violations regarding the community sewer system. In addition, the project does not conflict with any easements, nor requires a geological soils report for potential adverse soil or geological conditions. Lastly, the project has been reviewed by various City departments, which have provided conditions of approval for the project to ensure that the project does not create any issues of concern that would be detrimental to the public health, safety, or welfare of the City.

SECTION 6: DENSITY BONUS FINDINGS

Pursuant to 36.370.020- Eligibility for Density Bonus, if requested by the applicant, the City shall grant one Density Bonus to a residential project of five or more dwelling units in

accordance with this Division if the project is designed and constructed so that the development meets at least one of four possible criteria.

The Planning Commission finds that the development meets the criteria of SPMC 36.37.020(A)4: at least 10 percent of the total number of proposed units in a common interest development (condominiums), as defined by Section 1351 of the Civil Code for person and families of moderate-income, as defined in Section 50093 of the Health and Safety Code, provided that all units in the development are offered to the public for purchase. The project is eligible for 94 base units and with the provision of 19 moderate income restricted units proposed by the applicant, the project is also eligible for the requested 15% density bonus (pursuant to CA Government Code Section 65915) for a total of 108 units. A total of 20% of the base units are restricted for moderate income households.

SECTION 7: AFFORDABLE HOUSING REVIEW FINDINGS

Pursuant to 36.370.030- incentives and/or concessions, if requested by the applicant, a project which qualifies for a Density Bonus in accordance with the criteria set forth in section 36.370.020(A) shall also be entitled to the granting incentives or concessions as identified by state law (government code section 65915(b)).

The Planning Commission finds that the project is eligible for the two concessions/incentives requested by the applicant: an increase the Floor Area Ratio (FAR) from the allowable 0.8 to 1.17 and an increase in the number of stories from two to four, due to the project including at least 20 percent of the units for persons and families of moderate-income in a common interest development when the units are available for sale to the public. The project proposes to restrict 19 units as affordable for moderate-income, which is 20 percent of the base unit count of 94 units.

Following proper noticing and a public hearing pursuant to division 36.630 (public hearings), the Planning Commission, after finding that the proposed project complies with applicable sections of this division and state law, shall grant the density bonus(es), incentives, and/or concessions requested, provided the following findings for each applicable request cannot be made:

1. **Required findings for denial of incentives and/or concessions. Any requested incentives or concessions for a project shall be granted if it is found to be in compliance with all applicable sections of this division and state law unless any one of the following written findings for denial based on substantial evidence can be made consistent with government code section 65915(d):**

    a. **The concession or incentive is not required in order to provide for affordable housing costs, as defined in Health and Safety Code section 50052.5, or for rents for the targeted units to be set as specified in government code section 65915(c).**

The concessions/incentives requested will result in identifiable and actual cost reductions per government code 65915. There is insufficient support for the City to reject the specific concessions/incentives being requested by the applicant.

b. The concession or incentive would have a specific adverse impact, as defined in government code section 65589.5(d)(2), upon public health and safety or the physical environment or on any real property that is listed in the California register of historical resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

The concessions/incentives being granted have no impact on public health and safety, the physical environment, or on any real property that is listed in the California register of historical resources.

c. **The concession or incentive would be contrary to state or federal law.**

The concessions/incentives are not contrary to state or federal law.

SECTION 8: RECORD OF PROCEEDING

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

SECTION 9. DETERMINATION

Based upon the findings outlined in Sections 1 through 7 above and provided during the public hearing, the Planning Commission of the City of South Pasadena hereby takes the following action:

a. Finds the project to be categorically exempt from CEQA pursuant to Section 15332, Class 32 – In-fill Development.
b. Approves the following applications, subject to the conditions of approval attached here to as Exhibit "A":
    a. Conditional Use Permit for the mixed-use development, including the outdoor seating within the corner plaza area; and
    b. Design Review for the mixed-use development; and
    c. Certificate of Appropriateness for the improvements and rehabilitation and adaptive reuse of the Cultural Resource to the existing structure at the subject site; and
    d. Tentative Tract Map for the creation of 108 condominium units and 2 commercial properties; and

e. Density Bonus for a 15% density bonus; and
f. Affordable Housing Review for two concessions/incentives, 1) for an increase in the allowable Floor Area Ratio from 0.8 to 1.17 and 2) for increase in the permitted number of stories from two stories to four stories, and the four request waivers; and
g. Sign Program for the new commercial space and cultural resource; and
h. Tree Removal Permit for the removal of 25 on-site trees.

SECTION 10: APPEALS

Any interested person may appeal this decision or any portion of this decision to the City Council. Pursuant to the South Pasadena Municipal Code, any such appeal must be filed with the City, in writing, and with appropriate appeal fee, no later than 15 days, following the date of the Planning Commission's final action.

SECTION 9: CERTIFICATION OF THE RESOLUTION

The Secretary shall certify that the foregoing Resolution was adopted by the Planning Commission of the City of South Pasadena at a duly noticed regular meeting held on the 13th day of September 2022.

PASSED, APPROVED, AND ADOPTED this 13th day of September 2022 by the following vote:

AYES: **BARTHAKUR, BRAUN, LESAK**

NOES: **NONE**

ABSENT: **PADILLA, DAHL**

ABSTAIN: **NONE**

John Lesak, Chair

ATTEST:

Amitabh Barthakur, Secretary to the Planning Commission

290831.v2

2 LOTS
84,746 SF. GROSS
82,447 SF. NET

TRACT NO. 84122

IN THE CITY OF SOUTH PASADENA,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF ALL OF LOTS 6, 7, 8, 9 AND 10 AND A PORTION OF LOTS 11 AND 12, ALL IN BLOCK "B", OF THROOP, GATES AND COOK'S SUBDIVISION, AS PER MAP RECORDED IN BOOK 17, PAGE 63, OF MISCELLANEOUS RECORDS, TOGETHER WITH A PORTION OF LOTS 1 AND 2 IN BLOCK "I" RE-PLAT OF THE TOWN OF SOUTH PASADENA, AS PER MAP RECORDED IN BOOK 11, PAGE 71, OF MISCELLANEOUS RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY DEDICATE TO THE PUBLIC USE ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS SHOWN HEREON.

FSM SOPAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: _____ NAME: _____

ITS: _____ ITS: _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE_____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

_____ MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____
(NAME PRINTED)

BENEFICIARY:

THE RYZMAN FAMILY TRUST, UTD AUGUST 20, 1989, BENEFICIARY UNDER A DEED OF TRUST RECORDED JUNE 29, 2021 AS INSTRUMENT NO. 20211017284, OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

BY: _____ BY: _____

NAME: _____ NAME: _____

ITS: _____ ITS: _____

LOS ANGELES COUNTY TAX CERTIFICATES:

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO. 84122 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____
DEPUTY DATE

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 108 CONDOMINIUM UNITS, WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREAS THAT WILL, IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

NOTE

SEE SHEET 2 FOR ADDITIONAL NOTARY ACKNOWLEDGMENTS AND FOR SIGNATURE OMISSIONS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION IN FEBRUARY, 2023, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FSM SOPAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ON JANUARY 25, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAKE W. LAPPERT
PLS 9303

04/04/2024
DATE

LICENSED LAND SURVEYOR
JAKE W. LAPPERT
LS 9303
STATE OF CALIFORNIA

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 90°00'00" WEST OF THE CENTERLINE OF MISSION STREET AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 153, PAGE 49 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY.

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION ORDINANCES OF THE CITY OF SOUTH PASADENA APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT ALL PROVISIONS OF SUBDIVISION MAP ACT SECTION 66442(a)(1), (2) AND (3) HAVE BEEN COMPLIED WITH.

_____ _____
HASMIK KORKIS DATE
CITY ENGINEER, CITY OF SOUTH PASADENA
R.C.E. NO. 90380

REGISTERED PROFESSIONAL ENGINEER
HASMIK KORKIS
No. 90380
EXP. 09/30/2025
CIVIL
STATE OF CALIFORNIA

CITY TREASURER'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF SOUTH PASADENA, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

_____ _____
CITY TREASURER DATE
CITY OF SOUTH PASADENA

CITY CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA BY MOTION PASSED ON _____ , 2024 APPROVED THE ATTACHED MAP AND ACCEPTED ON BEHALF OF THE PUBLIC DEDICATION OF MISSION STREET FOR STREET, HIGHWAYS, AND OTHER PUBLIC WAYS AS SHOWN ON SAID MAP.

_____ _____
CITY CLERK DATE
CITY OF SOUTH PASADENA

COUNTY SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT COMPLIES WITH ALL PROVISIONS OF STATE LAW APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT CERTIFIED BY THE CITY ENGINEER.

COUNTY SURVEYOR

_____ _____
DIEGO G. RIVERA, DEPUTY DATE
L.S. NO. 9742

LICENSED LAND SURVEYOR
DIEGO G. RIVERA
LS 9742
STATE OF CALIFORNIA

2 LOTS
84,746 SF. GROSS
82,447 SF. NET

TRACT NO. 84122

IN THE CITY OF SOUTH PASADENA,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE_____

_____
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE_____

_____
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)

COUNTY OF _____)

ON _____ BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE_____

_____
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY

MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED AS THEIR INTEREST CANNOT RIPEN INTO A FEE:

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRICAL SYSTEM FOR PUBLIC UTILITIES, RECORDED NOVEMBER 16, 1949 AS DOCUMENT NO. 1933 OF OFFICIAL RECORDS.

SCALE: 1" = 30'

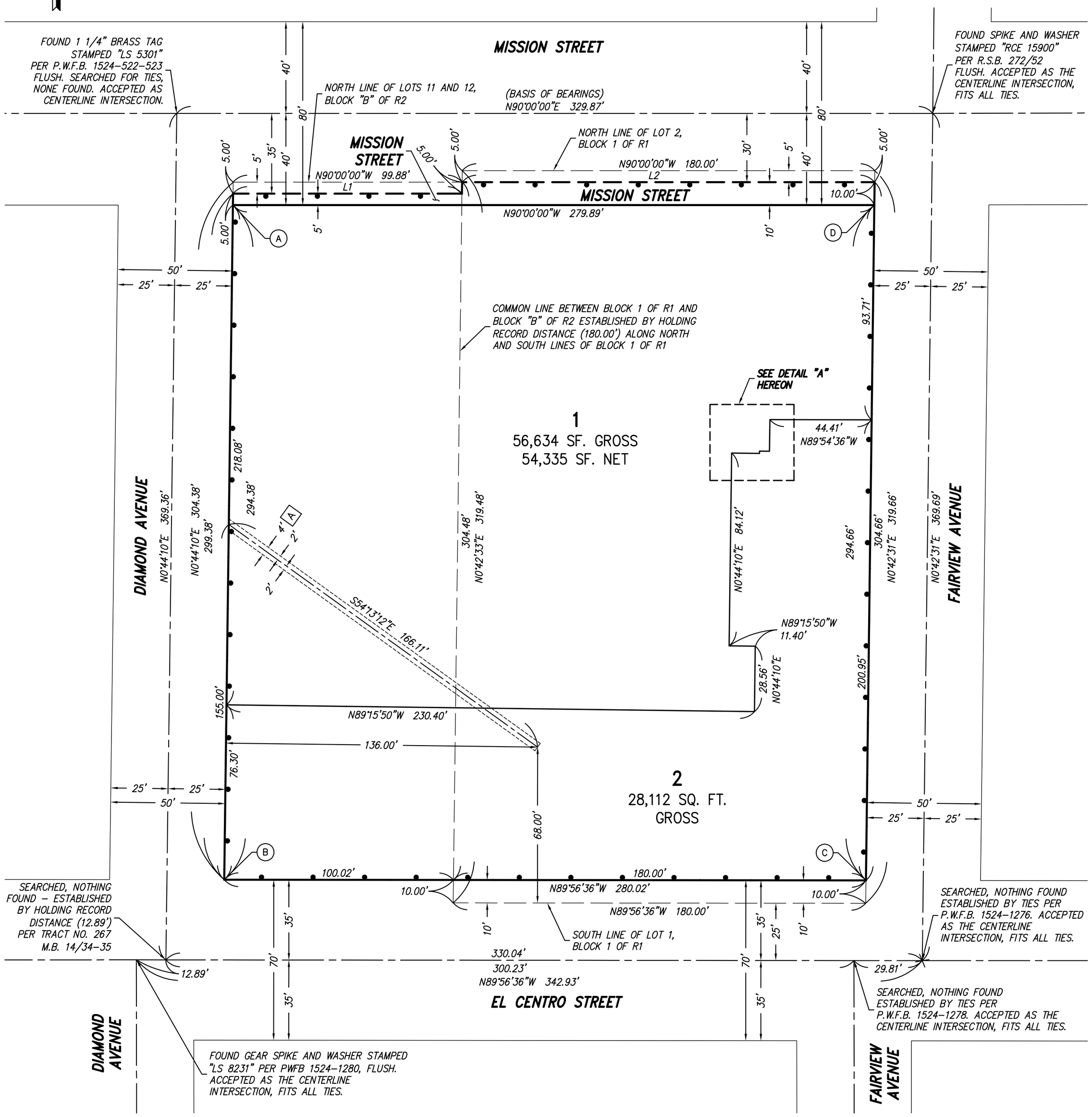
TRACT NO. 84122

IN THE CITY OF SOUTH PASADENA,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



SET MONUMENT NOTE:

(A) SET LEAD, TACK AND TAG STAMPED "LS 9303", FLUSH, NORTH 90°00'00" WEST, 1.00 FOOT FROM PROPERTY CORNER

(B) SET LEAD, TACK AND TAG STAMPED "LS 9309". FLUSH, NORTH 89°56'36" WEST, 1.00 FOOT FROM PROPERTY CORNER

(C) SET LEAD, TACK AND TAG STAMPED "LS 9309". FLUSH, SOUTH 89°56'36" EAST, 1.00 FOOT FROM PROPERTY CORNER

(D) SET LEAD, TACK AND TAG STAMPED "LS 9303", FLUSH, SOUTH 90°00'00" EAST, 1.00 FOOT FROM PROPERTY CORNER

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"W	99.88'
L2	N90°00'00"E	180.00'

EASEMENT NOTE:

[A] EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED NOVEMBER 16, 1949 AS INSTRUMENT NO. 1933, OF OFFICIAL RECORDS.

REFERENCES:

R1 RE-PLAT OF THE TOWN OF SOUTH PASADENA - M.R. 11/71

R2 THROOP, GATES AND COOK'S SUBDIVISION - M.R. 17/63

City Council Agenda Report

ITEM NO. 12

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MOSAIC PUBLIC PARTNERS, LLC FOR EXECUTIVE RECRUITMENT SEARCH SERVICES, IN THE AMOUNT NOT TO EXCEED OF $27,500, FOR A NEW TOTAL CONTRACT AMOUNT OF $55,000**

Recommendation

It is recommended that the City Council consider approval of the proposed amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services, in an amount not to exceed of $27,500, for a new total contract amount of $55,000.

Executive Summary

Staff is recommending approval of an amendment to the professional services agreement with Mosaic Public Partners, LLC, for executive recruitment search services, in the amount not to exceed of $27,500 for a new total contract amount of $55,000. The City is currently working with the firm for the recruitment of an Assistant City Manager/ Chief Financial Officer. More recently, when staff learned of the upcoming Public Works Director vacancy, staff coordinated with the firm to provide a quote to expand their services to take on this additional recruitment. Staff requests approval to this amendment to be able to recruit for the Public Works Director position as soon as possible.

Background

The City has Department Director vacancies and has been proactive in retaining recruitment firms to pursue qualified candidates for these positions. On April 2025, the City entered into a professional services agreement with Mosaic Public Partners, LLC., to conduct the recruitment for the Assistant City Manager/Chief Financial Officer, in the amount not to exceed of $27,500. Since entering into this agreement, staff has learned that the current Public Works Director will be vacating the position soon and so this development presents an urgent need to begin recruitment efforts immediately to avoid any prolonged vacancy that could disrupt critical city operations. The firm has demonstrated an understanding of our needs and is well-positioned to identify and attract high-caliber candidates. Staff is recommending approval of the proposed amendment to add to the scope of work to add the executive search services for a Public Works Director, in the amount not to exceed of $27,500, for a new total contract amount of $55,000.

Analysis
The Public Works Director plays a vital role in the City's organizational structure. This position oversees essential services including street maintenance, water and wastewater systems, storm drainage, capital improvement projects, and the coordination of public infrastructure planning and development. The effectiveness of this department has a direct impact on the health, safety, and quality of life for residents, as well as on economic development and citywide sustainability efforts.

Given the scope and significance of the position, it is imperative to initiate a professional and comprehensive recruitment process as soon as possible. The City does not have internal resources available to manage an executive-level recruitment of this scale within the necessary timeframe.

Mosaic Public Partners has already been engaged with the City and is familiar with our organizational culture and leadership needs. Amending the existing contract to include the Public Works Director recruitment will allow us to streamline efforts, reduce onboarding time for the firm, and ensure an efficient and coordinated approach to filling both critical vacancies.

The upcoming vacancy in the Public Works Director role presents an urgent need that requires immediate action. Amending the current agreement with Mosaic Public Partners ensures a seamless and expedient transition in leadership for one of the City's most critical departments. Staff recommends the City Council approve the amendment to the agreement as proposed.

Alternatives
The City Council does have the option to not approve the proposed amendment. If not approved, the recruitment efforts would have to be undertaken by City Staff, which will take longer than if done with a firm, as we do not have such expertise within the agency at the moment.

Fiscal Impact
There is currently no fiscal impact to the general fund and no appropriation is being requested at this time. There are sufficient funds within the current budget to be able to fund this proposed amendment in the amount of $27,500.

Attachment:
Attachment 1 - Proposed Amendment.pdf
Attachment 2 - Professional Services Agreement.pdf

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS AMENDMENT ("Amendment") is made on this 21st day of May 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and MOSAIC PUBLIC PARTNERS, LLC. ("CONSULTANT').

RECITALS

WHEREAS, on April 17, 2025, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform Assistant City Manager/ Chief Financial Officer Executive Search Services for the City; and

WHEREAS, the original Agreement was in the amount of $27,500, for Assistant City Manager/ Chief Financial Officer Executive Search Services ; and

WHEREAS, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed $27,500, for a new aggregate total of Agreement and Amendments sum total of $55,000, and amend the scope of work to include Public Works Director Executive Search Services; and

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

1. That Section 1 "Search Engagement" is amended to include Public Works Director Executive Search Services, and include the attached Proposal, Exhibit A .

2. That Section 4 "Compensation" of the Agreement is hereby amended to read as follows:

   "As full compensation for the Consultant's professional services performed hereunder, the Client shall pay the Consultant the flat amount of Fifty- Five Thouseand Dollars ("flat fee"). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and a background check on the selected candidate. The proposal includes the costs associated with one consultant trip to facilitate candidate interviews in South Pasadena, CA. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this

agreement. All work products provided to the client will be electronically transmitted."

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

"City"
City of South Pasadena

By:_____
Signature

Printed: Todd Hileman

Title: City Manager

Date:_____

"Consultant"
Mosaic Public Partners LLC

By:_____
Signature

Printed: Greg Nelson

Title: Founder and Managing Partner

Date:_____

Attest:

By:_____
Hector Gomez, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date:_____

www.mosaicpublic.com
(916) 550-4100

MOSAIC
PUBLIC PARTNERS

200 Gateway Drive, #1908
Lincoln, California 95648

May 12, 2025

Todd Hileman, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 911030

Re: Proposal to Provide Executive Search Services – Public Works Director

Dear Mr. Hileman:

Mosaic Public Partners is pleased to have the opportunity to present our qualifications and approach to your search needs for the position of Public Works Director. Mosaic Public Partners was founded on the principles of providing higher levels of innovation and client collaboration to complement the tried-and-true principles of executive search. By using private-sector technologies and search methodologies, we deliver a better client experience and results, while staying within the constraints of the public sector. We pride ourselves on our speed, agility, thoroughness, and client communications.

Members of our project team are seasoned public sector executives who have a true passion for the work of public agencies. We understand the challenges that public agencies face and their unique needs. Our consultants have conducted well over 300 executive searches across the United States, bringing both experience and a national perspective on current trends and issues. This has allowed us to develop an extensive network of executives as potential candidates that we will deliver to the City. If selected, both principals of the firm will lead this recruitment.

As a California based business, we take great pride in partnering with public agencies in California to provide the best executive leaders. Having the combined networks of our professional recruiters would provide the City of South Pasadena with a robust candidate generation, along with significant experience and perspectives on municipal leadership in California. We believe this aspect, along with our proven track record of successful recruitments, makes Mosaic Public Partners the ideal executive search partner.

After reviewing our proposal, please contact us at (916) 550-4100 if you have questions or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Best Regards,

Greg Nelson
Founder and Managing Partner
greg@mosaicpublic.com

Bryan Noblett
Founder and Managing Partner
bryan@mosaicpublic.com

About the Firm

Placing today's public leaders is our mission. Aligning the right candidates with the right opportunities helps our clients to build effective teams. We enjoy building relationships with the people involved in our searches, whether it is the candidates, hiring managers, team members or stakeholders. Establishing meaningful connections with those involved in our search processes is the basis from which we derive our success as a trusted partner and client-focused search firm.

We are seasoned public sector executives who have profound respect for the work of public agencies. We are passionate about placing today's public leaders, which enables public agencies to deliver exemplary leadership to their constituents.

Work Plan and Timeline

At the beginning of each search engagement, Mosaic Public Partners meets with clients to collaboratively craft a work plan and timeline that best aligns with our client's needs. Our consultants will suggest best practices and share examples from prior engagements to tailor a process that is thoughtful and well communicated.

For internally focused positions, such as Public Works Director, we may recommend using a dynamic timeline where the searches are posted as open until filled/apply immediately. This would allow us to bring talent for review and selection faster in these competitive candidate markets.

The typical duration of a fixed search project is 12-17 weeks. Additionally, the selected candidate will customarily need to provide 30 days for notice and transition, if selected from outside of the organization. A customized timeline will be crafted in collaboration with the City during the first step of the search engagement.

The following timeline represents the typical key milestones of an executive search, including tasks and approximate durations.

Kickoff	1	**Project Management** Pre-kickoff meeting: project schedule, stakeholder analysis, communication methods, collection of background material	1-2 weeks
	2	**Candidate Profile Development** Client input meetings, stakeholder input meetings Drafting and layout of candidate profile	
Outreach	3	**Outreach and Recruiting** Advertising strategy and campaign Candidate research and identification Seek nominations Recruit candidates	4-6 weeks or Dynamic
	4	**Candidate Screening and Evaluation** Candidate material screening Screening interviews News and internet research	2 weeks
Selection	5	**Presentation of Candidates** Client meeting to review candidates and select those to advance Candidate updates	1 week
	6	**Selection Process** Consult and design interview process Facilitation of on-site interview process, typically 4-7 candidates	2-3 weeks
	7	**Background and Final Qualification** Background investigation and thorough reference checks for finalist candidate	1-2 weeks
	8	**Negotiation** Negotiation with final candidate Assistance with offer letter and employment agreement	1 week
	9	**Closeout Communications**	Concurrent

Project Team

If awarded the search, both Founders and Managing Partners of the firm would serve on the project team, supported by the firm's Business Support Manager, Administrative Services Manager, Research Associate, Recruitment Support Specialist, and Graphic Designer.

Greg Nelson, Founder and Managing Partner



For the better part of a decade, Greg led a successful executive search practice for a national search firm. In his role, he has successfully recruited public sector executives on a national scale for a diverse array of fields and positions. His work has included positions with intense community interest, high levels of stakeholder involvement, and those with political sensitivities.

In the first twenty years of his career, Mr. Nelson served leadership roles in municipal government where he was known for his progressive and principled leadership. Under his tenure, the City increased employee engagement, citizen satisfaction (amongst the highest in a national survey), and made drastic improvements in the labor-management climate. He created public-private partnerships that allowed for superior levels of service during budget shortfalls, while enhancing relationships with stakeholders in the community. Additionally, he has provided expert testimony for state and local legislative bodies. Mr. Nelson was a co-founder of a municipal Human Rights Committee, engaging businesses and citizens in workshops and community dialogue on diversity and social equity issues, in and out of the workplace.

Mr. Nelson holds a Master's degree in Public Administration from the University of Illinois-Springfield with a graduate certificate in Public Sector Labor Relations.

As a founder of Mosaic Public Partners, Greg leverages decades of experience in the public sector with many years of successful experience leading executive searches for a variety of client roles across the nation.

Bryan Noblett, Founder and Managing Partner



Bryan Noblett spent over 34 years working as a public safety leader in the Greater Sacramento Region. Most of his career was spent working in leadership and executive level roles. Bryan placed a strong focus on staff development and on ensuring his organization was responsive to community needs throughout his career. He possesses a strong commitment to customer service and worked diligently as a municipal government executive to ensure his organization was focused on partnering with the community it served. In addition, Bryan is well-versed in labor negotiations and working collaboratively with labor groups to achieve successful outcomes. Bryan's passion for leadership development, talent assessment and public service led him to accept a position with a nationally recognized public sector search firm shortly after his retirement. Bryan holds a Bachelor's degree in Criminal Justice, a Master's degree in Organizational Leadership and has attended several prestigious professional development courses.

As a long time contributor to city executive teams, Bryan possesses a thorough understanding of all areas of public sector leadership. He spent the last 5 years partnering with municipal clients and communities across the country by assisting them in recruiting talented leaders to serve as Police Chiefs, City Managers, Chief Financial Officers, and other executive-level leadership positions. Bryan deeply values his connections with people, which has led to several outstanding placements and ongoing relationships with clients and candidates alike.

As a founder of Mosaic Public Partners, Bryan is excited to focus on client needs and work with candidates to place today's public leaders.

Cost of Services

Our flat fee to provide executive search services as outlined in this proposal for the position of Public Works Director is **$27,500**. The flat fee includes both professional services and consultant expenses related to the aforementioned work plan. These expenses include graphic design, a single round of advertising, consultant travel, administrative support, printing, postage, technology, and educational verification and background check on the selected candidate.

Invoicing will be in four installments:

1. Upon Execution of the Professional Services Agreement: $8,250
2. After Presentation of Candidates: $8,250
3. After Initial Interviews: $8,250
4. After Accepted Offer of Employment: $2,750

The flat fee is based upon one consultant trip for the search team to facilitate candidate interviews. All other client meetings will be conducted via videoconference or teleconference. If additional consultant trips are requested, they will be invoiced at $1,500 per day, per consultant, plus actual travel expenses. Any additional expenses will be invoiced at the end of the project and are supplemental to the flat fee. Candidate travel expenses shall be the responsibility of the City.

Guarantee

Mosaic Public Partners offers the industry-standard one-year guarantee on our full search process. If, within a one-year period after appointment, the selected candidate voluntarily resigns or is dismissed for cause, Mosaic Public Partners will conduct another search effort without additional fees for professional services. The City would be expected to reimburse the firm for all actual expenses incurred, which are approximately 30% of the flat fee, which are approximately 30% of the flat fee and could include advertising costs, background checks, and consultant travel. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants.

If a placement is not made in the first search attempt, Mosaic Public Partners will conduct a second search effort with no charge for professional services. The City would be expected to pay for all actual expenses incurred in furtherance of the second search effort which could include advertising costs, background checks, and consultant travel.

Mosaic Public Partners will never actively recruit our placement while they are employed with the City.

www.mosaicpublic.com
(916) 550-4100

MOSAIC
PUBLIC PARTNERS

200 Gateway Drive, #1908
Lincoln, California 95648

Professional Services Agreement

This Agreement is made by and between the City of South Pasadena, CA ("the Client") and Mosaic Public Partners LLC ("the Consultant"), a California Limited Liability Company.

1. **Search Engagement**. The Client agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Assistant City Manager/Chief Financial Officer Executive Search Services ("the Search").

2. **Services**. The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
   a) Kickoff Meetings, Position Analysis and Consultation
   b) Candidate Profile Development to include client and stakeholder meetings via videoconference
   c) Advertising Campaign
   d) Candidate Identification and Recruitment
   e) Candidate Screening Interviews and Assessment
   f) Resume Review and Recommendations
   g) Facilitation of Interviews
   h) Client/Finalist Interviews
   i) Final Interview Assistance
   j) Background Investigation and Detailed Reference Checks
   k) Assist with Negotiations
   l) Follow-up Correspondence

3. **Relationship**. The Consultant is an independent contractor and is not to be considered an agent or employee of the Client.

4. **Compensation**. As full compensation for the Consultant's professional services performed hereunder, the Client shall pay the Consultant the flat amount of Twenty Seven Thousand Five Hundred Dollars ("flat fee"). Expenses included in the flat fee include graphic design, advertising, consultant travel, administrative support, printing,

postage, technology, and educational verification and a background check on the selected candidate. The proposal includes the costs associated with one consultant trip to facilitate candidate interviews in South Pasadena, CA. All other meetings and interviews will be conducted by videoconferencing unless otherwise stated in this agreement. All work products provided to the client will be electronically transmitted.

5. **Compensation for Additional Services**. In the event the Client requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses as follows:
    - Onsite community, staff, or stakeholder forums: $1,500 per day/per consultant, plus expenses
    - Additional on-site meeting days: $1,500 per day/per consultant, plus expenses
    - Additional background checks: $250/candidate
    - Additional reference checks: $750/candidate
    - Other services: $250/hour or $1,500 per day per consultant plus applicable expenses

6. **Method of Payment**. The Client will be invoiced in 4 (four) payments as follows:
    - Upon Execution of this Agreement – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - After Presentation of Candidates – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - After Candidate Interviews – $8,250 (Eight Thousand Two Hundred Fifty Dollars)
    - Upon Accepted Offer of Employment – $2,750 (Two Thousand Seven Hundred Fifty Dollars)

    Invoices shall be submitted to the following individual or department in the Client organization:

    Invoicing/Billing Contact/Email:
    City Manager's Office
    Aimee Gibbs
    agibbs@southpasadenaca.gov

7. **Term**. The term of this agreement shall commence on **April 17, 2025**, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.

8. **Guarantee**. If, during the first year of employment, the new Assistant City Manager/Chief Financial Officer resigns or is dismissed for cause by the Client, the Consultant agrees to perform another search for an Assistant City Manager/Chief Financial Officer for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search. This guarantee does not apply to the appointment of internal candidates or to candidates selected over the expressed objection(s) of the consultants. Should the initial outreach efforts not result in a successful placement, the Consultant will conduct a second outreach effort with no charge for professional services. The Client would be expected to pay for all incurred expenses which could include advertising costs, background checks, and consultant travel.

9. **Termination**. This agreement may be terminated: (a) with ten (10) days prior written notice by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; or (b) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.

10. **Insurance**. The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the General Commercial Liability, including Personal Injury; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the Client.

11. **Hold Harmless**. The Consultant shall be responsible for its acts of negligence, and the Client shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the Client harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

12. **Miscellaneous**.

a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.

b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the Client.

c) This agreement shall be modified only by a written agreement duly executed by the Client and the Consultant.

d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.

e) This agreement shall be governed by and construed in accordance with the laws of the state of California.

f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

APPROVED:

Mosaic Public Partners LLC

By: Gregory R. Nelson

Name Printed: Greg Nelson

Title: Founder and Managing Partner

Date: 4/17/2025

200 Gateway Drive #1908
Lincoln, California 95648
(916) 550-4100
Website: *www.mosaicpublic.com*

City of South Pasadena, CA

By: Todd Hileman

Name Printed: Todd Hileman

Title: City Manager

Date: 4/17/2025

1414 Mission Street
South Pasadena, CA 91030
(626) 403-7210
Website: *southpasadenaca.gov*

City Council Agenda Report

ITEM NO. 13

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Anteneh Tesfaye, Deputy Public Works Director
Bryan Martinez, Management Assistant

SUBJECT: **CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH EUROFINS EATON ANALYTICAL, LLC IN THE AMOUNT OF $65,000 PER FISCAL YEAR, TO PROVIDE POTABLE WATER QUALITY LABORATORY TESTING AND REPORTING SERVICES FOR FISCAL YEAR 2024-25 THROUGH 2026-27**

Recommendation

It is recommended that the City Council consider entering into and approving a Professional Services Agreement with Eurofins Eaton Analytical, LLC to provide potable water quality laboratory testing and reporting services for Fiscal Year 2024-25 through 2026-27 for a not-to-exceed amount of $65,000 per Fiscal Year in the final form approved by the City Attorney.

Executive Summary

The City of South Pasadena is required to conduct regular laboratory testing and analysis of its potable water supply to ensure compliance with state and federal regulations. Eurofins Eaton Analytical, LLC, has been the City's contracted service provider for these laboratory services under prior agreements, and is well-qualified for this work. This item seeks City Council approval to enter into a new three-year Professional Services Agreement (Attachment) with Eurofins for Fiscal Years 2024-2025 through 2026-2027, with a total annual expenditure not to exceed $65,000 per fiscal year. This agreement supports continued regulatory compliance and public health protection.

Background

The City of South Pasadena has an ongoing obligation to monitor and test its potable water supply per regulations set forth by the Environmental Protection Agency (EPA) and the California State Water Resources Control Board (SWRCB). These tests are essential to deliver safe drinking water, and they include analyses of contaminants such as volatile organic compounds, microbiological contaminants, heavy metals, and other regulated substances. Additionally, the testing allows the city to maintain its drinking water permit and continue potable water service to the community.

In an effort to secure cost-effective and reliable services, the City utilized a competitive proposal solicitation process conducted by the neighboring City of Alhambra during Fiscal Year 2023-24. This process identified Eurofins Eaton Analytical, LLC as a highly qualified and cost competitive service provider. In addition, the City has had a long-standing vendor

relationship with Eurofins Eaton Analytical, LLC, which has provided laboratory testing services under past agreements. Based on this prior service quality, technical expertise, and competitive, fair, and reasonable pricing, staff recommends continuing to utilize Eurofins as the City's potable water quality laboratory testing and reporting vendor through Fiscal Year 2026-2027.

Analysis
To identify a suitable service provider, the City leveraged a recent competitive bidding process conducted by the neighboring City of Alhambra in Fiscal Year 2023-2024. The City of Alhambra's procurement process, which meets or exceeds the standards set by South Pasadena, involved a comprehensive request for proposals (RFP). This RFP attracted five proposals, which were thoroughly evaluated based on criteria including qualifications, experience, references, technical approach, responsiveness, and cost. Eurofins emerged as the most responsive option through this competitive process. The company, which already provides similar services to many agencies, has extensive experience in potable water quality laboratory testing and reporting, and has maintained state and federal standards with required accreditations. Eurofins' familiarity with South Pasadena's operation further positions the company as the best choice to continue these essential services.

The agreement with Eurofins is proposed for a three-year term, with an annual not-to-exceed amount of $65,000. Under this agreement, Eurofins will conduct routine testing according to the pricing schedule outlined in the agreement (Attachment 1). The services provided will include, but are not limited to, the analysis of volatile organic compounds (GC/MS), nitrate and nitrite levels, microbiological testing, i.e. Total Coliform and E. coli, and heavy metals testing.

Fiscal Impact
Adequate funding of $65,000 for potable water quality laboratory testing and reporting services has been adopted in the Fiscal Year (FY) 2024-2025 Budget under the Water Enterprise Fund, Water Production Professional Services Account No. 500-6010-6711-8180-000.

Key Performance Indicators and Strategic Plan
This item is related to routine potable water quality laboratory testing and reporting, and is not associated with a specific Council Priority or Key Performance Indicator.

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

Attachment:
Attachment - Proposed Professional Services Agreement with Eurofins.pdf

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / Eurofins Eaton Analytical, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and Eurofins Eaton Analytical, LLC ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **potable water quality laboratory testing and reporting services**.

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

3.1. "Scope of Services": **see Exhibit A**

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

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

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

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is **Sixty-Five Dollars ($65,000) in Fiscal Year 2024-2025, Sixty-Five Dollars ($65,000) in Fiscal Year 2025-2026, and Sixty-Five Dollars ($65,000) in Fiscal Year 2026-2027**.

3.5. "Commencement Date": **May 22, 2025**.

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. CONSULTANT'S DUTIES

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

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

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

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

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

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

5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Eurofins Eaton Analytical, LLC shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or

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

6. SUBCONTRACTING

6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

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

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed in the Scope of Work, Exhibit A, and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.4. **Compensation for Subcontractors.** City shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, 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.

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of

Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

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

11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.

11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.

11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation.

Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

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

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

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

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

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

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

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

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

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

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

12.7. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

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

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

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

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

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

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

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City

H. Ted Gerber
Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7240
Facsimile: (626) 403-7241

If to Consultant

Camila Gadotti
Eurofins Eaton Analytical
941 Corporate Center Drive
Pomona, CA 91768
Telephone: (626) 386-1188

With courtesy copy to:

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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

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

16. TERMINATION

16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data,

documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

18. GENERAL PROVISIONS

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

18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

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

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

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

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law,

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

"City"	"Consultant"
City of South Pasadena	Eurofins Eaton Analytical, LLC
By:_____	By:_____
Signature	*Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Hector Gomez,
Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A

Scope of Work

Eurofins Eaton Analytical, LLC

The vendor will provide potable water quality laboratory testing and reporting including, but not limited to:

- Testing and reporting as required and directed by City staff, in accordance with the rates established in Exhibit B (or updated with City approval, thereafter).
- Web-based analytical database access.
- EDT analytical data.
- Provide all data, reports, and chain-of-custodies via e-mail.
- Notification alerts of exceedances and estimated values.
- Analytical laboratory testing services.
- Sample bottles and labels.
- Applicable preservatives and traveling blanks.
- Ice chests/coolers with blue ice.
- Pick up of samples and delivery of materials.
- Furnish SDS forms for every product delivered, as required.
- Analyses will be conducted in the standard turnaround. Vendor will also have facility to completed expedited service.
- Summit report with the requested turnaround time.
- Provision of equipment, hardware and software, sample bottles, ice chests, sampling and handling instructions, chain of custody procedures and forms required for completion of analyses, with the exception of any materials that are requested, and agreed to be supplied by the City.

EXHIBIT B

Fees

Pricing Established through 12/31/2025 may be updated in subsequent agreement years, based on vendor costs at the approval of the Agreement Administrator.

Line Item	Description	Method	Quantity	Cost
1	Coliform P/A	SM 9223B	Ea.	$10.30
2	Heterotrophic Plate Count	9215B	Ea.	$15.45
3	Color	SM 2120B	Ea.	$3.09
4	Odor	SM 2150B	Ea.	$3.09
5	Turbidity	180.1	Ea.	$3.09
6	GP / GM	Drinking Water	Ea.	$100.00
7	Nitrate as N	300.0	Ea.	$10.30
8	Nitrate as N Rush	300.0	Ea.	$103.00
9	Perchlorate	331.0	Ea.	$25.75
10	Lead and Copper	200.8	Ea.	$20.60
11	VOCs	SLR 524M	Ea.	$92.70
12	VOC-SDWA	524.2	Ea.	$51.50
13	1,2,3 Trichloropropane	SLR 524M	Ea.	$61.80
14	Quant2000	9223B	Ea.	$10.30

City Council Agenda Report

ITEM NO. 14

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Victor Magaña, Water Operations Manager

SUBJECT: **RECEIVE AND FILE THE ANNUAL ADJUSTMENT FOR FISCAL YEAR 2025-2026 WATER AND SEWER CAPACITY CHARGES**

Recommendation

It is recommended that the City Council receive and file information related to the annual adjustment of Water and Sewer Development Impact Fees, also referred to as Water and Sewer Capacity Charges, for Fiscal Year (FY) 2025-2026.

Executive Summary

The expansion or improvements of water and sewer facilities requires the imposition of a development impact fee, which was established in 2015. The fee only impacts development, not customers with existing service, which is limited to about a dozen accounts per year. Beginning July 1, 2016, and on each July 1 thereafter, the rate of the fee increases without further action by the City in accordance with a formula established in the South Pasadena Municipal Code (SPMC). This item provides City Council and the public information on the FY 2025-2026 rates (Attachment 1).

Background

On January 7, 2015, the City Council ordained that in order to provide services to future development in the City, the City must expand or improve its water and sanitary sewer facilities. The expansion or improvements of water and sewer facilities required the imposition of a development impact fee, and this capacity charge was a key funding mechanism designed to support the financial burden generated from new development in the City, and future capital improvement projects. Ordinance No. 2280 was approved adding Chapter 16B to the SPMC. Under section 16B.5(b), the rate of the fee increases every July 1 without further action by the City, according to the following formula:

$$\text{Council Approved Rate} \quad \frac{\text{ENR Index for April of Current Year}}{\text{ENR Index for April of Council Approval Year}}$$

Where the “Council Approved Rate” is the rate most recently establish by resolution or ordinance of the city council, the “ENR Index for April of Current Year” is the Construction Cost Index published in the Engineering News-Record (ENR) for the month of April of the year when the calculation is made. The “ENR Index for April of Council Approval Year” is the Construction Cost Index published for April of the year in which the City Council approved the rate, which in this case was 2015.

Analysis
On February 4, 2015, the City Council approved Resolution No. 7390 establishing the Water and Sewer Capacity Charges to recover the cost of improving or building public facilities to deliver water and sewer service. The capacity charges became effective April 5, 2015, and established five (5) water rates based on the water meter size / pipe diameter, and therefore, the capacity of the connection in gallons per minute (gpm); and established one (1) sewer rate based on a single-family home, that is prorated for other types of facility sewer connections, such as multi-family homes or businesses.

The baseline rates that were established in the 'Council Approval Year' FY 2015-2016 are associated with an April 2015 ENR Index of 9992. The ENR Index from April 2025 is 13798. The ratio of 13798 (April 2025) to 9992 (April 2015) is 1.380905 (138%), which is the number used to increase the FY 2015-2016 established rates to the new FY 2025-2026 rates. Tables 1 and 2 in Attachment 1 demonstrate this analysis for water and sewer capacity charges, respectively.

Fiscal Impact
There is no direct fiscal impact to the City from the annual adjustment of the rates, with the exception of the subscription fee to the Engineering News-Record to obtain the published Construction Cost Index each year. This fee is approximately $100 per year and is paid from the enterprise water fund. Funds generated from this capacity charges are placed in a separate revenue fund. The fees, along with any interest earnings on the accounts, may only be utilized for the cost of capital improvements to City water and sewer facilities.

Key Performance Indicators and Strategic Plan
This item is not associated with a specific Council Priority or Key Performance Indicator **,** however, as this action generates funds to construct and replace water and sewer facilities, it aligns with the City's Capital Improvement Program and associated comprehensive plans.

Commission Review and Recommendation
This item was not reviewed by a 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 action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15378(a). In addition, pursuant to Section 15378(b), this action implements a government funding mechanism which does not involve any commitment to any specific project, and has no potential for resulting in either a direct physical change in the environment (See, Section 15378(b)(4)), and it is an administrative activity of government that will not result in direct or indirect physical changes in the environment (See, Section 15378(b)(5)).

Attachment:
Attachment No. 1 - Calculation Tables.pdf
Attachment No. 2 - January 7, 2015 Ordinance 2280 Adding South Pasadena Municipal Code

Chapter 16B Related to Water and Sewer Impact Fees.pdf
Attachment No. 3 - February 4, 2015 Resolution 7390 Establishing Water and Sewer Capacity Charges.pdf

Table 1: Calculation of FY 2025-2026 Water Capacity / Impact Fee Rates						
Water Capacity / Impact Fee Rates Adopted in FY 2015-2016 (Baseline Year)				**New Water Capacity / Impact Fee Rates Calculated for FY 2025-2026**		
Water Meter Size	Water Meter Capacity (gpm)	Water Capacity Charge (from 2015 Resolution 7390)	ENR Index for April of FY 2015-2016 (Council Approval Year)	ENR Index for April of FY 2025-2026 (New Year)	Ratio (New Year / Council Approval Year)	Water Capacity Charge Effective 7/1/2025
3/4"	20	$ 7,916	9992	13798	1.380905	$ 10,931
1"	50	$ 19,789				$ 27,327
1 1/2"	100	$ 39,578				$ 54,653
2"	160	$ 63,325				$ 87,446
3"	320	$ 126,649				$ 174,890

Note: Fees for water meter size larger than 3 inches, which is not common, shall be considered on a case-by-case basis rather than by extrapolation.

Table 2: Calculation of FY 2025-2026 Sewer Capacity / Impact Fee Rates						
Sewer Capacity / Impact Fee Rates Adopted in FY 2015-2016 (Baseline Year)			**New Sewer Capacity / Impact Fee Rates Calculated for FY 2025-2026**			
Sewer Connection Size	Sewer Capacity Charge (from 2015 Resolution 7390)	ENR Index for April of FY 2015-2016 (Council Approval Year)	ENR Index for April of FY 2025-2026 (New Year)	Ratio (New Year / Council Approval Year)	Water Capacity Charge Effective 7/1/2025
1 Equivalent Dwelling Unit (EDU)	$ 2,094	9992	13798	1.380905	$ 2,892

Note: The proposed sewer capacity charge for an equivalent dwelling unit (single-family home) is prorated for other types of connections such as multi-family housing or commercial connections.

ORDINANCE NO. 2280

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADDING CHAPTER 16B TO THE SOUTH PASADENA MUNICIPAL CODE WITH RESPECT TO WATER AND SEWER IMPACT FEES

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

SECTION 1. The City Council finds and declares that:

(a) In order to provide services to future development in the City, the City must expand or improve its water and sanitary sewer facilities. The expansion or improvements of public water and sewer facilities requires the imposition of a development impact fee.

(b) The City has engaged Hoag Consulting to prepare a study of the cost of new or improved water and sewer facilities required by future development and the proportionate costs which new developments should pay toward those improvements (Study). The Study describes the water and sewer facilities improvements that are needed to mitigate the anticipated demands of new development. The Study, which is on file in the Office of the City Clerk, is incorporated herein by reference.

(c) Section 66000 et seq. of the California Government Code authorizes the City to levy a fee upon development projects to defray all or a portion of the costs of public facilities (including public improvements and public amenities) related to the development project.

(d) The City desires to impose a fee, to be known as the "Water and Sewer Impact Fee" upon development projects, for the purpose of funding the costs of improving water and sewer capital facilities to meet increased demand form developments (Fee). The Fee, its methodology, and the calculations supporting its methodology, are set forth in this Ordinance and more completely analyzed in the Study.

(e) The Fee is a "capacity charge" for purposes of Government Code Section 66013(b)(3) because it is a charge "for public facilities in existence at the time a charge is imposed or … for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property

interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities." The Fee is not a "commodity charge."

(f) The Study estimates the costs of each element of improving water and sewer facilities and substantiates a methodology for the Fee that will charge each new development projects only for the portion of the costs for improvements necessary to mitigate the impacts expected to be caused by that development project.

(g) There is a reasonable relationship between the need for improvements to the City's water and sewer system and the development projects on which the Fee will be imposed because such new development projects will create an additional demand on City services, requiring the expansion of water and sewer facilities to provide such services.

(h) There is a reasonable relationship between the Fee's use and development projects on which the Fee will be imposed because the Fee will only fund the portion of Project costs necessitated by each new development.

(i) The Fee does not exceed the estimated reasonable cost of providing the facilities for which the Fee is imposed. The Fee is not levied, collected or imposed for general revenue purposes, but is levied specifically to fund facilities of the types set forth in the Report.

(j) This ordinance does not constitute a project under the California Environmental Quality Act (CEQA) Guidelines as set forth in Title 14, Section §15378 of the California Code of Regulations, because it amends a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment (§15378(b) (4)) and is an administrative activity of government that will not result in direct or indirect physical changes in the environment (§15378(b) (5)).

(k) On December 17, 2014, the City Council held a full and fair public hearing, noticed pursuant to Section 66016 of the Government Code, regarding the Fee.

SECTION 2. The Study, and each finding contained therein, is hereby adopted by the City Council. With respect to any inconsistency between this ordinance and the Study, the terms of this ordinance shall control.

SECTION 3. Chapter 16B of the South Pasadena Municipal Code is hereby added as follows:

CHAPTER 16B
WATER AND SEWER IMPACT FEE

16B.1 Purpose

The purpose of this impact fee is to mitigate unfavorable impacts on the City's water and sanitary sewer systems attributed to new development. This fee is to be applied toward the costs of new or expanded public water and sewer facilities. It is based on a formula designed to ensure that individual developers pay their fair share for public facilities needed to serve the increased population which results from new development.

16B.2 Definitions

As used in this chapter:

(a) "Costs of capital improvements" include all costs related to acquisition, construction, repair and financing of improvements to the Water and Sewer Facilities, but do not include costs of routine maintenance.

(b) "Essential infrastructure" means capital improvements related to the Water and Sewer Facilities which are otherwise not specifically identified for funding as a part of other city development fees.

(c) "Fees" collected under the requirement of this chapter are as defined in Section 66000 of the Government Code but collected specifically for the purposes outlined in this chapter.

(d) "Gross floor area" means the total horizontal area of all the floors of a structure included within the surrounding exterior walls, including garages, and accessory structures, but excluding patios.

(e) "New development" means the construction of new structures or additions to existing non-residential structures in the city and, with respect to residential development, any development project that creates additional Dwelling Units. "New Development" shall not mean replacement or expansion of an existing Dwelling Unit. With respect to nonresidential development, "New Development" shall also mean any development project that creates additional square footage of useful area or changes the Use Class of an existing structure. When any New Development occurs on a parcel (or group of parcels), "New Development" shall include all new construction on the parcel.

(f) "Sewer facilities" or "system" has the same meaning as set forth in section 30.1 of this Code.

(g) "Water facilities" or "system" means the system of pipes, conduits, and related infrastructure which treats, stores, and delivers the municipal water supply to residents.

16B.3 Water and Sewer Impact Fee Imposed
The Fee is hereby imposed as a condition of the issuance of any permit for any New Development, unless expressly exempted by this chapter.

16B.4 Timing of Payment

(a) Except as otherwise required by Government Code Section 66007, the Fee shall accrue at the time the city receives an application for utility service. A Fee shall be calculated at the rate in effect when the Fee accrues.

(b) Payment of the Fee may be deferred, for residential development only, to the date of approval of the final building inspection of the development, provided the owner of the real property for which the fees are required enters into a recordable agreement with the city prior to issuance of the building permit for the development, which shall constitute a lien on the property from the date of recordation and shall be enforceable against successors in interest to the property owner. The agreement shall provide that approval of the final building inspection shall not be granted until the Fee is paid. The agreement shall also provide that, in any action to collect the Fee or any portion thereof, the city shall be entitled to all of its costs of enforcement and collection, including reasonable attorney's fees. The city manager may execute such agreements on behalf of the city in a form acceptable to the city attorney. Any deferral granted pursuant to this paragraph (b) shall be consistent with the requirements of Government Code Section 66007.

16B.5 Calculation of Fee

(a) The rate of the Fee shall be established from time to time by resolution or ordinance of the city council in the manner required by Government Code Section 66016 and other applicable law.

(b) Beginning July 1, 2016, and on each July 1 thereafter, the rate of the fee shall increase without further action by the city according to the following formula:

$$\text{Council-Approved Rate} * \frac{\text{ENR Index for April of Current Year}}{\text{ENR Index for April of Council-Approval Year}}$$

Where the "Council-Approved Rate" is the rate most recently established by resolution or ordinance of the city council, "ENR Index for April of Current Year" is the Construction Cost Index published in the Engineering News-Record for the month of April of the year when the calculation is made and "ENR Index for April of Council-Approval Year" is the Construction Cost Index published for April of the year in which the Council approved the "Council-Approved Rate." The director shall calculate the increased fee annually and give notice of that calculation in the manner required by law for the publication of ordinance of the city council.

16B.6 Appeals
An applicant or developer may appeal to the City Council a determination that the proposed project or development will be subject to the Fee imposed pursuant to this chapter, or a determination as to the amount of a proposed fee. The appeal must be filed within 30 days of the determination. In the absence of a timely appeal, the determination of applicability and amount shall be deemed final.

16B.7 Exemptions
Any proposed development which meets the following criteria shall be exempt from paying the Water and Sewer Impact Fee:

(a) Alterations which do not increase the floor area of a structure;

(b) Additions to single-family residential dwellings which does not constitute habitable space as defined by the Uniform Building Code; or

(c) Single-family residential dwellings upsizing their meter without a change of use;

(d) New Development that is exempt from the Fee by virtue of the Constitutions of the United States or California or by virtue of other applicable state or federal law.

16B.8 Fund accounting

(a) All fees collected pursuant to this chapter shall be placed in a separate fund, entitled the "Water and Sewer Impact Fee Fund." The fees in this fund, along with any interest earnings on the accounts, may only be utilized for the costs of capital improvements to the Water and Sewer Facilities, as defined previously in this chapter.

(b) If the city has had possession of a fee for five or more years, and has not committed that money to a project, then the city shall make findings describing the continuing need for that money each fiscal year after the five years has expired.

(c) If the city cannot make such findings, then the city shall refund the fees as appropriate.

SECTION 4. This ordinance shall take effect on April 1, 2015, 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 this 7th day of January, 2015.

Robert S. Joe, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)
Date: 01/07/2015

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 7th day of January, 2015, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

RESOLUTION NO. 7390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ESTABLISHING WATER AND SEWER CAPACITY CHARGES

WHEREAS, Chapter 16B of the South Pasadena Municipal Code authorizes the City to adopt Water and Sewer Capacity Charges to recover the costs of improving or building public facilities to deliver water and sewer services; and

WHEREAS, the City of South Pasadena City Council has commissioned and considered a study of the cost of new or improved water and sewer facilities required by future development and the proportionate costs which new developments should pay toward those improvements and proposed charges which will recover those costs; and

WHEREAS, the City has conducted a noticed public hearing in accordance with Government Code section 66016 to consider the proposed charges as well as the estimated proportional costs for providing water and sewer services for new developments.

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

SECTION 1. Findings. The City Council finds that the above recitals are true and correct, and further incorporates by reference the findings and conclusions of the rate study prepared by Hoag Consulting.

SECTION 2. The City Council hereby adopts the following rates for water and sewer capacity charges:

WATER CHARGES

Water Meter Size	Water Meter Capacity GPM	Water Capacity Charge (Full amount)
¾"	20	$7,916
1"	50	$19,789
1½"	100	$39,578
2"	160	$63,325
3"	320	$126,649

Fees for water meter sizes greater than 3" shall be considered on a case-by-case basis rather than by extrapolation.

SEWER CHARGES

Connection Size	Sewer Capacity Charge (Full Amount)
1 EDU	$2,094

The proposed sewer capacity charge for an equivalent dwelling unit (single-family home) is prorated for other types of connections such as multi-family housing or commercial connections.

SECTION 3. Effective Date
The Water and Sewer Capacity Charges adopted herein shall be effective as of April 5, 2015.

SECTION 4. Adjustments
The Water and Sewer Capacity Charges adopted herein shall be adjusted automatically as set forth in South Pasadena Municipal Code Chapter 16B or by resolution of the City Council.

SECTION 5. 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 this 4th day of February, 2015.

Robert S. Joe, Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

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 4th day of February, 2015, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

City Council Agenda Report

ITEM NO. 15

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Michael Vartanians, Principal Engineer

SUBJECT: **ACCEPT PROJECT COMPLETION, AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE FIRE STATION BAY APPARATUS DOOR REPLACEMENT PROJECT NO. 005178, AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO COMMERCIAL DOOR COMPANY, INC. IN THE AMOUNT OF $10,298.75.**

Recommendation

It is recommended that the City Council consider:

1. Accepting the Fire Station Bay Apparatus Door Replacement Project No. 005178 (Project) as complete; and
2. Authorizing the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder County Clerk; and
3. Authorizing release of retention payment to Commercial Door Company, Inc. (Contractor) in the amount of $10,298.75.

Executive Summary

This item requests approval to close-out a completed Public Works Project, issue the final payment to the construction vendor, and report the completion to Los Angeles County.

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. The project close-out process includes filing a Notice of Completion (Attachment) and paying withheld/retained amounts due to the contractor upon confirmed completion.

Analysis

On November 6, 2024, the City Council authorized the award of a construction services contract in the not-to-exceed amount of $208,295.00, which includes the bid price of $198,375.00 with a five percent (5%) construction contingency of $9,920.00 to Commercial Door Company, Inc. The scope of the project included furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the specifications and contract documents, consisting of furnishing and installation of six overhead bay garage doors, including the removal and disposal of the existing six bay garage doors at the Fire Department.

The Project was completed within the budget and in a timely manner. The project was managed and inspected by the Public Works engineering division staff. A five-percent (5%) retention was withheld from the contractor until the project was complete, and this retention may now be released.

Fiscal Impact
The project was completed within the budget. The final project cost, including the 5% retention was $205,975.00. The remaining retention to be paid of $10,298.75 was for services provided in Fiscal Year 2024-2025 and was budgeted in account 400-9000-9001-9226-000. This account includes a $135,000 transfer from the Facilities & Equipment Replacement Fund 105 and a $73,295 transfer from the Special Projects Fund 116 – which will be utilized to fund this $10,298.75 retention payment.

Commission Review and Recommendation
This item was not reviewed by a 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
This item is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment No. 1 - Notice of Completion Fire Bay Doors

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

South Pasadena Public Works Dept

1414 Mission Street

South Pasadena, CA 91030

Attachment No. 1

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.: Order No.: Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is **City of South Pasadena**.

3. The FULL ADDRESS of the OWNER is **1414 Mission Street, South Pasadena, CA 91030**..

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **Public Works Director (Agent)** in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES

7. A work of improvement on the property hereinafter described was COMPLETED **April 30, 2025**.

8. The work of improvement completed is described as follows:

Furnishing and installation of six 14-ft by 14-ft overhead bay garage doors and removal and disposal of the existing six bay garage doors, as well as tinting and painting the garage doors, and associated drywall and other repairs.

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Commercial Door Company**.

10. The street address of said property is **817 Mound Ave, South Pasadena, CA 91030**.

11. The property on which said work of improvement was completed is in the City of **South Pasadena**, County of **Los Angeles**, State of California, and is described as follows:

Date: **May 22, 2025**

_____
(Signature of Owner or agent of owner)
Harold T. Gerber, P.E. (Agent of the City of South Pasadena)

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____ _____
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

May 22, 2025 **South Pasadena** _____
Date and Place (Signature of person signing on behalf of owner)
Harold T. Gerber, P.E. (Agent of the City of South Pasadena)

City Council Agenda Report

ITEM NO. 16

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **ADOPTION OF A RESOLUTION INITIATING THE PROCEEDINGS AND ORDERING OF THE PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT**

Recommendation

It is recommended that the City Council:

1. Adopt the attached Resolution initiating the proceedings for the Fiscal Year (FY) 2025-2026 Lighting and Landscaping Maintenance District (LLMD); and
2. Authorize the preparation of the Engineer's Report for the annual levy and collection of assessments.

Executive Summary

The LLMD assessment provides annual funds for the maintenance and operation of traffic signals, streetlights, median landscaping, street tree trimming, and tree removals and replacements. Each year, the City Council establishes assessments to cover these costs. This adoption of a Resolution to initiate the Engineer's Report is the first of three Council items over the coming months. Subsequent Resolutions in Spring/Summer 2025 will declare the City's intention to provide for an annual levy and collection of assessments, and then confirm the collection of that levy and collection of assessments through a public hearing.

Background

The first step in the LLMD process requires City Council authorization to prepare an Engineer's Report, which contains the engineering study and details of the assessments and methodologies which are needed to submit the assessments to the County Assessor's Office. The maintenance costs are distributed equitably, assessing properties in accordance with special benefits received. Revenues generated by the proposed assessment district will substantially cover the maintenance cost within the LLMD service area, which coincides with the City of South Pasadena (City) boundaries. The City Council has previously approved the methodology for the assessments, and staff will continue with the same methodology this year.

Analysis

The proposed Resolution (Attachment 1) calls for the preparation of an Engineer's Report showing the total maintenance costs, the parcels to be assessed, the assessment methodology, and the specific assessment for each affected parcel in the LLMD. A map of the assessed areas is shown in Attachment 2. For more than two decades, the Engineer's Report has been prepared adhering to the procedures established in the 1972 Landscaping and

Lighting Act. As in previous years, the City must follow the same procedures, such as preparing an Engineer's Report and conducting a Public Hearing to proceed with levying the assessments.

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

In January 2017, a ballot to increase assessments was performed. However, the weighted vote of the "No" ballots was 60.9%, therefore, the ballot measure failed as the simple majority requirement was not met. As a result, assessment rates the stayed the same as those previously in effect. In FY 2025-2026, there will be no change or increase in assessments under the currently proposed LLMD.

On April 24, 2024, City Council held a Special Joint Meeting with the Finance Commission as a study session to review the details of LLMD revenues and expenditures. Based on the discussion in that meeting, staff will proceed with the annual LLMD assessment process, and utilize the General Fund to pay for existing related programs that are not covered by current LLMD assessment revenue, as was the approach in past years. In addition, the City will not seek the introduction of a ballot measure to increase LLMD revenue at this time.

Next Steps
The Engineer's Report and Resolution of Intention will be presented for consideration at an upcoming City Council Meeting. A Public Hearing will be conducted to adopt a Resolution confirming the annual levy and collection of assessments for the LLMD for FY 2025-2026. In August 2025, the City's consultant will submit the proposed assessments to the Los Angeles County (County) Assessor's Office.

Fiscal Impact
The LLMD establishes the funding mechanism to provide approximately $900,000 in revenues to exclusively cover the maintenance costs within the LLMD boundaries. For FY 2025-2026, the LLMD estimated costs are $1,746,347, and the General Fund will fund the difference. For FY 2025-2026, the LLMD update will evaluate these costs related to the existing assessment as part of the Engineering Report. The revenue is collected through the County Assessor's Office as part of the property tax rolls. Consulting professional services will be utilized to prepare the Engineer's Report reflecting individual parcel assessments, including recordation with the County. A sufficient budget of $13,000 has been appropriated from the LLMD Fund into Account Number 215-6010-6201-8170-000 to pay for the consultant fee.

Key Performance Indicators and Strategic Plan
This item is related to the annual assessment process for lighting and landscaping maintenance revenue, and is not associated with a specific Council Priority or Key Performance Indicator.

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.

Attachment:
Attachment 1 - LLMD Initiation Resolution.pdf
Attachment 2 - Assessment Map.pdf

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2025-2026 LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN LIGHTING AND LANDSCAPE MAINTENANCE IN AN EXISTING DISTRICT AND ORDERING THE PREPARATION OF A REPORT PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

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

WHEREAS, at this time, this City Council desires to conduct proceedings to provide for the annual levy of assessments for the next ensuing Fiscal Year (FY) 2025-2026, to provide for the costs and expenses necessary for continual maintenance of improvements within said District; and

WHEREAS, the provisions of said Streets and Highways Code of the State of California Division 15, Part 2, Chapter 3 requires a written report (commencing with Section 22620).

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

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

SECTION 2. That the public interest and convenience requires, and it is the intention of the City Council, to initiate proceedings for the annual levy and collection of special assessments for the continual maintenance of certain improvements, all to serve and benefit said District as said area is shown and delineated on a map as previously approved in prior annual levy's by this City Council and on file in the Office of the City Clerk, open to public inspection, and herein so referenced and made a part hereof.

SECTION 3. Staff is hereby authorized and ordered to have prepared and file with the City Council an engineers report relating to the FY 2025-2026 levy of annual assessment for said District in accordance with the provisions of Streets and

Highways Code of the State of California Division 15, Part 2, Chapter 3 (commencing with Section 22620).

SECTION 4. That this resolution shall take effect immediately upon its adoption.

SECTION 5. For any and all information relating to the proceedings, project procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person at the lcoal agency or deparment so designated.

H. Ted Gerber, Public Works Director
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

SECTION 6. 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 21st day of May, 2025.

Janet Braun, Mayor

ATTEST:

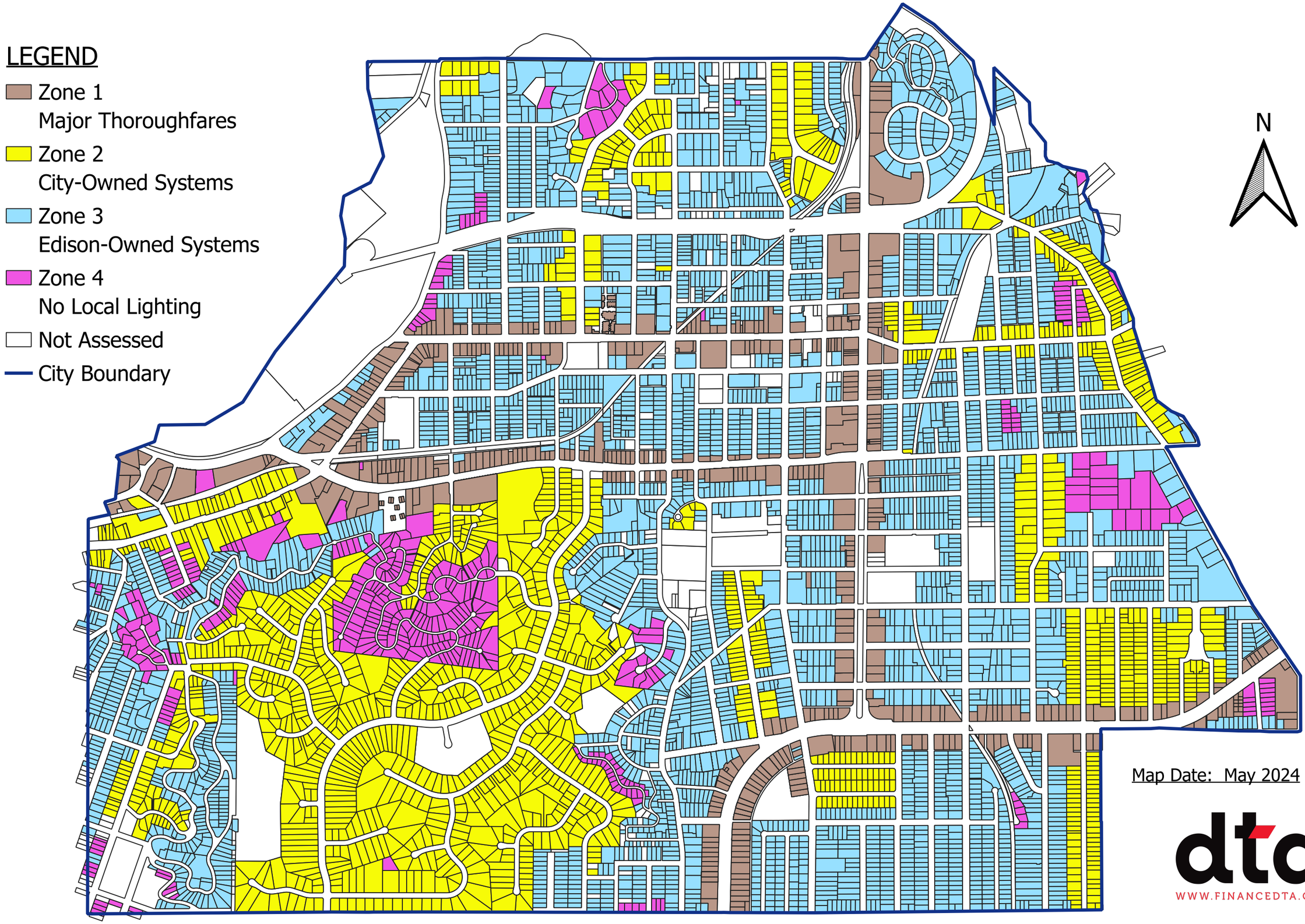
Hector Gomez, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

Street Lighting & Landscape Maintenance District

Attachment No. 2



Map Date: May 2024

dta
WWW.FINANCEDTA.COM

City Council Agenda Report

ITEM NO. 17

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDERATION OF APPROVING AMENDMENTS TO MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENTS FOR PUBLIC WORKS PROJECTS & PROGRAMS TO EXTEND THE TERMINATION DATE UNTIL JUNE 30, 2028 AND UPDATE THE FEES AND RATES DURING THE EXTENDED PERIOD AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENTS**

Recommendation

It is recommended that the City Council approve the amendments to the existing master on-call professional services agreement with multiple vendors that are currently providing services to the City in order to extend the termination date of the agreement to June 30, 2028 and update the fees and rates for the extended period and authorize the City Manager to execute the amendments in the final form approved by the City Attorney, in order to continue the services of these on-call professional services across twenty-nine (29) disciplines for Public Works projects and programs.

Executive Summary

This item amends existing Public Works master on-call professional services agreements with multiple vendors (Consultants) to extend the agreements until June 30, 2028, and update the fees and rates in the agreements for the extended period. The current Consultants that have executed master on-call professional services agreement are so indicated in the City's master list in Attachment 1.

Background

The City's Public Works Department is responsible for water production, distribution, and treatment, sewer collections, storms drains, stormwater compliance, buildings and facilities, transportation, streets, sidewalks, traffic operations and signals, street lights, trees, park maintenance, environmental and sustainability programs, private development reviews, plan reviews, permits, right-of-way improvement inspections, and environmental impact studies, among other programs. The department is also responsible for developing and implementing the City's Capital Improvement Program (CIP).

In 2022, the Public Works Department solicited Statements of Qualifications for professional services on an as-needed basis. Through the City's bid opportunity website, PlanetBids, five hundred and ninety-two (592) firms were notified of the proposal opportunity. Ninety-nine (99) prospective bidders expressed interest in participating, and sixty-six (66) submitted proposals

during the bid period.

The scope of work request included twenty-nine (29) disciplines, which are listed below, and each of the 29 disciplines listed one or more example tasks as part of the expected work. For example, the Traffic/Transportation Engineering Services discipline includes a task to provide consulting services related to parking management, traffic counts, traffic modeling, signal timing, development and review of traffic studies, development and review of traffic impact analysis reports, and preparation of reports and/or scopes of work. Consultants were permitted to submit a proposal that included multiple disciplines and/or part of a discipline:

- Civil Design Engineering Services
- Structural Design Engineering Services
- Facility Design Engineering Services
- Landscape and Irrigation Design Services
- Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services
- Traffic/Transportation Engineering Services
- Pavement Management Services
- Geographic Information Systems (GIS) Support Services
- Computer Aided Drafting (CAD) Design Services
- Labor Compliance Services
- Biological Assessment Services
- Environmental Consulting and Document Services
- Environmental Monitoring Services
- Environmental Engineering Services
- Sustainability, Electrical, Solar, and Energy Design and Assessment Services
- Construction Management Services
- Inspection Services
- Seismic and Structural Examination Services
- Material Testing and Geotechnical Engineering Services
- Ecology Assessment Services
- Program, Project & Grant Management Services
- Archaeological & Cultural Resources Services
- Building and Facility Assessment Services
- Stormwater, Flood Plain, and Hydrogeological Engineering Services
- Assessment District Services
- Surveying Services
- Administrative Support Services
- Document Management & Retention Services
- Real Property Appraisal / Right of Way Acquisition Services

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After evaluating the proposals, staff determined multiple proposers to be qualified Consultants for one or more of the 29 disciplines. Where possible, the City contracted with multiple firms for each of the 29 disciplines, as there are many parallel efforts to consider in the same areas of work, e.g. transportation. The Attachment contains the list of firms that were selected based on the firm's ability to provide services that met the requirements, as well as the company's responsiveness, qualifications, past experience, and fee.

Analysis

As Consultants were engaged to work on a project or program, the City executed master on-call professional services agreements for the Consultant, which includes 'Task Order' exhibits

that were executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follow City Council's adopted procurement policy, Task Orders above the City Manager's spending authority have been brought to Council for approval. The Contracts have remained in effect for a period of three years commencing mid-2022 through June 30, 2025.

Staff recommend continuing to utilize the selected list of Consultants across twenty-nine (29) disciplines for Public Works projects and programs, by amending the existing master on-call professional services agreements to extend the term from June 30, 2025 to June 30, 2028, and update the established rates and fees for each Consultant to reflect current pricing, given reasonable and expected vendor cost increases since the rates and fees were established in 2022.

Fiscal Impact
Sufficient funds in excess of $1,000,000 are available to support multiple professional services contracts across the Public Works Department funds and through the Capital Improvement Program (CIP) Budget.

Key Performance Indicators and Strategic Plan
This item is not associated with a specific Council Priority or Key Performance Indicator; however, it aligns with the objectives of Priority No. 2, Infrastructure.

Commission Review and Recommendation
This item has not been reviewed by a 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.

Attachment:
Attachment No. 1 - List of On-Call Firms.pdf

List of Firms Selected/Qualified for a Public Works Master On-Call Professional Service Agreement

* Indicates an agreement has been executed
^ Indicates an agreement / task order is in process

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* AGA Engineers, Inc.
* Alta Planning + Design
* Annealta Group
Bender Rosenthal Inc.
Biotesting Inc.
* Bucknam Infrastructure Group
^ Bureau Veritas North America, Inc.
Cabrinha, Hearn & Associates
Chambers Group, Inc.
Climatec LLC
Coffman Engineers, Inc.
* Craftwater Engineering
Cumming Management Group, Inc.
* David Taussig and Associates
David Volz Design Landscape Architects Inc
Dokken Engineering
dSantana Arquitectura
Earth systems Pacific
Epic Land Solutions, Inc.
^ EPOCH Projects, Inc.
EvGateway
Geo-Advantec, Inc.
Geocon West, Inc.
GEOinovo "Mapping" Solutions Inc.
* Gibson Transportation Consulting, Inc.
Hans Baumann Landscape Architecture
* HDR Engineering, Inc.
^ HNTB Corporation
^ IMEG Corporation
* JMDiaz, Inc. (JMD)
* KABBARA ENGINEERING
* KOA Corporation
LAE Associates Inc
* Marx|Okubo Associates, ltd.
* MINAGAR & ASSOCIATES, INC.
Monument
MTGL, Inc.
^ Nabih Youssef & Associates
* Ninyo & Moore
NOVA Geotechnical and Inspection Services
* NV5, Inc.
* ONYX Architects, Inc.
Overland, Pacific & Cutler
P2S Inc.
* Pacifica Services, Inc
PacRim Engineering, Inc.
Paragon Partners Consultants, Inc.
PBK
Psomas
Risha Engineering Group, Inc.
RMA Group
^ RRM Design Group
S&L Engineers, Ltd.
SA Associates
Simpson & Simpson
Synchronis
Terracon Consultants, Inc.
THE CONVERSE PROFESSIONAL GROUP
TJW Engineering, Inc
* Toole Design Group, LLC
* ULTRASYSTEMS ENVIRONMENTAL INC
* W.G. Zimmerman Engineering, Inc.
* Willdan Engineering

City Council Agenda Report

ITEM NO. 18

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Tina Lopez, Human Resources & Risk Manager

SUBJECT: **CONSIDERATION OF A RESOLUTION ESTABLISHING TWO NEW EMPLOYEE CLASSIFICATIONS, JOB DESCRIPTIONS AND SALARY RANGES; APPROVING THE RECLASSIFICATION OF AN EXISTING POSITIONS; APPROVING SALARY RANGE ADJUSTMENT FOR ONE POSITION; AND APPROVING THE ALLOCATION OF FUNDS FROM MULTIPLE FUNDS AND VACANT POSITIONS TO SUPPORT THE PERSONNEL REQUESTS**

Recommendation

It is recommended that the City Council consider adoption of the proposed Resolution to:

1. Approve and establish the job classification and salary range for the Senior Accountant;
2. Approve and establish the job classification and salary range for the Streets Superintendent;
3. Approve the salary adjustment and updated salary range for the Budget & Purchasing Manager position;
4. Approve the reclassification of the vacant Management Analyst position in the Finance Department to a Senior Accountant.
5. Approve the allocation of funds from the vacant Management Analyst position to the Senior Accountant; and
6. Approve the allocation of funds from the Special/Enterprise Funds and General Fund to support the changes.

Executive Summary

As we continue to optimize resource allocations across departments and strengthen organizational capacity, the City Manager has directed the Human Resources Division (HR) to prepare two new job classifications and descriptions.

In Public Works, the current supervisory structure lacks a dedicated mid-level manager to oversee day-to-day operations, field crews, infrastructure and sewer maintenance. The addition of the Public Works Superintendent will enhance operational efficiency, improve service deliver, and ensure regulatory compliance across the department.

In the Finance Department, increased audit requirements, expanding reporting obligations, and greater internal controls have created a demand for a more advanced accounting role. The proposed Senior Accountant classification will bring the necessary technical capacity and support succession planning within the finance team. Currently, there is a vacant Management Analyst position that will be reclassified to a Senior Accountant.

Additionally, a salary range adjustment for the existing Budget & Purchasing Manager classification is recommended based on market comparisons and internal equity considerations. The current range is below average when compared to similar roles in comparable jurisdictions.

Background
As part of the City's ongoing efforts to enhance organizational efficiency, service delivery, and workforce development, the City Manager has reviewed conducted a strategic review of operational and staffing needs within the Public Works and Finance Departments. This review evaluated current workloads, supervisory structures, service expectations, and recruitment and retention challenges:

Public Works Superintendent: The City currently lacks a dedicated classification to provide consistent, field-level supervision across Public Works operations. This has placed increased strain on upper management and limited the department's ability to respond proactively to daily operational needs, infrastructure maintenance, and emergency events. Establishing this new classification will strengthen the organizational structure, improve accountability, and support more effective coordination of field staff, capital projects, and regulatory compliance.

Senior Accountant: With growing demands for financial transparency, audit preparedness, and regulatory reporting, the Finance department requires a new classification to perform complex, high-level accounting functions. The addition of the Senior Accountant will support the City's efforts to maintain strong internal controls, improve quality and timeliness of financial reporting, and build depth in the department's financial management capabilities.

Budget & Purchasing Manager - Salary Range Adjustment: A market and internal equity analysis revealed that the current salary range for this key management position is below that of comparable roles in similar agencies. Updating the salary range is necessary to attract and retain experienced personnel, maintain internal equity among management classifications, and reflect the scope and complexity of the position's responsibilities.

These proposed changes are aligned with the City's long-term goals of building a resilient, skilled workforce and ensuring effective delivery of essential municipal services. Funding to support these actions will be addressed through departmental budget adjustments and reallocation of existing resources.

Analysis
To address operational demands and align staffing levels with service expectations, staff is proposing the creation of two new job classifications and the adjustment of an existing salary range. These changes are intended to enhance management capacity, ensure compliance with regulatory and audit requirements, and support the City's recruitment and retention goals. Each proposed action is described below with associated salary ranges and funding allocations for FY2024-25 and FY2025-26.

- **Public Works Superintendent:** This new classification will provide direct supervision of the City's Street and Sewer operations, including oversight of field maintenance crews, infrastructure maintenance programs and operational projects. By bridging the gap between field staff and department leadership, this position will improve communication, increase efficiency, and enhance the City's responsiveness to emergencies and

regulatory compliance needs.
Proposed Salary Range:
FY2024-25 $106,264 - $142,396
FY2025-26 $108,389 - $145,244 (inclusive of a two-percent increase)
Funding Source:
Fund 230 - 50%
Fund 210 - 50%

- **Senior Accountant:**
  The Finance Department has experienced increased demands related to financial reporting, audit preparation, and compliance with state and federal regulations. This new classification will perform advanced accounting and analytical duties, supporting the City's commitment to financial transparency, accountability, and accuracy in reporting. The role will also provide technical support in budget development, internal controls, and long-term financial planning.
  Proposed Salary Range:
  FY2024-25 $98,785 - $120,074
  FY2025-26 $100,761 - $122,476 (inclusive of a two-percent increase)
  Funding Source:
  Fund 210 - 5%,
  Fund 500 - 50%
  101 - 45%

- **Budget & Purchasing Manager:**
  An internal and external compensation analysis determined that the current salary range for the Budget & Purchasing Manager classification is below market averages and internal equity benchmarks. Updating this range will enhance the City's ability to recruit and retain qualified management-level staff with the necessary expertise in budget administration, purchasing oversight, and fiscal strategy.
  Current Salary Range:
  $110,784 - $148,464
  Proposed Salary Range:
  FY2024-25 $118,812 - $159,228
  FY2025-26 $121,188 - $162,413 (inclusive of a two-percent increase)
  Funding Source:
  Fund 500 - 20%
  Fund 210 - 12%
  Fund 101 - 68%

The estimated cost is further described in the Fiscal Impact section of this report.

Alternatives
The City Council may decide not to approve the personnel changes.

Fiscal Impact
The total annual fiscal impact of the proposed personnel actions, inclusive of salary and benefits, is estimated below for Fiscal Year 2024-25. These figures are based on mid-range salary placements and standard benefit rates. Final costs may vary depending on the selected candidates' experience and actual placement within the range.

Position	Estimated Annual Total Cost (Salary and benefits)	Funding Sources
Public Works Superintendent	$165,000	Fund 230 - 50% ($82,500) Fund 210 - 50% ($82,500)
Senior Accountant	$145,000	Fund 210 - 5% ($7,250) Fund 500 - 50% ($72,500) Fund 101 - 45% ($65,250)
Budget & Purchasing Manager (Range Adjustment)	$12,000 (net increase)	Fund 500 - 20% ($2,400) Fund 210 - 12% (1,440) Fund 101 - 68% (8,160)
Total Estimated Cost	$322,000	Distributed per above allocations Fund 500 - $74,900 Fund 210 - $91,190 Fund 230 - $82,500 Fund 101 - $73,410

Note: These costs are estimates and include base salary, benefits and a 2% COLA adjustment. The exact figures will be determined upon recruitment and placement. The vacant Management Analyst position in Finance has been budgeted at $120,030 for the fiscal year. Additionally, there is anticipated future savings within the Public Works Department.

The proposed positions and salary adjustments will be funded through existing appropriations and departmental salary savings. These positions will be appropriately funded in the FY2025-26 budget.

Key Performance Indicators and Strategic Plan
These items align with City Council's priority 5, to work with the City Manager and establish improved operational efficiencies.

Attachment:
Attachment No. 1 - Public Works Superintendent v2.docx
Attachment No. 2 - Senior Accountant v2.docx
Attachment No. 3 - Resolution (05-21-2025) (002).docx
Attachment No. 4 - Proposed Salary Range 05-21-2025.pdf

TITLE: **PUBLIC WORKS SUPERINTENDENT**

DEFINITION: Under the direction of the Public Works Director or their designee, the Public Works Superintendent supervises the operations of the Street Maintenance and Sewer Collections Operations and programs of the Public Works Department; assigns work tasks, trains, schedules, and evaluates personnel; coordinates activities between department divisions and other City departments; secures quotes and order materials; is responsible for safety, environmental, and other compliance issues.

DISTINGUISHING CHARACTERISTICS:

This is a single professional classification position that oversees the Public Works Department Streets and Sewer Collections Division, ensuring that projects are completed on time and within approved budget limits. Performs work as assigned with considerable independence, initiative, and discretion within broad guidelines.

EXAMPLES OF DUTIES:

- Assume management responsibility of the Streets Division; plan, manage and oversee the daily functions, operations and activities of assigned public works functional areas including streets, sidewalks, storm water and drainage systems, traffic signage and striping, sewer systems maintenance and operations.
- Manage and oversee public works programs, such as concrete and asphalt repair, street sign replacement, wastewater, storm water and other public works maintenance programs, including in-house supervision, planning, estimating, as well as contract development and execution and regulatory reporting.
- Participate in the development and implementation of goals, objectives, policies, and priorities for assigned areas; recommend appropriate service and staffing levels; recommend and administer policies and procedures.
- Implements and maintains safety program in compliance with Occupational Safety and Health Administration (OSHA) requirements and City policies; identifies preventive measures; and oversees compliance of U.S. Department of Transportation requirements for drug and alcohol testing.
- Maintains and tracks compliance with applicable federal and state regulatory requirements including the Regional Water Quality Control Board.
- Plans, coordinates, directs and reviews process control activities to ensure compliance with permit requirements.
- Participate in the development and administration of and oversee departmental section budgets.
- Develop and standardize procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assess and monitor workload, administrative and support

systems, and internal reporting relations; identify opportunities for improvement and make recommendations.
- Participate in the selection of, train, motivate, and evaluate assigned personnel; provide and/or coordinate staff training; work with employees on performance issues; recommend discipline.
- Recommend and administer policies and procedures such as procedure guidelines, design standards, and standard plans and specifications while ensuring that operation and maintenance, financial, regulatory, and legal requirements are met.
- Oversee the development of operations and maintenance solicitations, services solicitations and the advertising and bid processes; evaluate proposals and recommend project award; administer contracts after award.
- Meet and confer with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating public works maintenance matters; provide information regarding City development requirements.
- Provide technical information and instruction regarding applicable procedures and methods; interpret and explain rules, regulations and procedures; answer questions and resolve concerns.
- Serve as a liaison for the assigned section to other City departments, division, and outside agencies; attend meetings, as necessary; provide staff support to commissions, committees, and task forces, as necessary; negotiate and resolve significant and controversial issues.
- Receive, investigate, and respond to difficult and sensitive problems and complaints in a professional manner; identify and report findings and take necessary corrective action.
- Responds to and directs operations during emergency situations; prioritizes equipment and material; requisitions contractors; coordinates response with other agencies
- Uses a variety of computer programs including work management systems, work order processing system, spreadsheet, word processing, etc. to perform job duties.
- Prepares reports and maintains records as required.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Perform related duties as required.

MINIMUM QUALIFICATIONS:
- High School Diploma or GED equivalent supplemented by college units in construction, engineering, business administration, or a closely related field.
- Five (5) years of increasingly responsible experience in direct and varied field work experience of public construction including but not limited to signs and markings, asphalt, cement, and concrete work.
- Three (3) years in a lead supervisory position in the public sector, primarily in the areas of construction, repair, maintenance of streets, and other public right-of-way improvements.

Note: An equivalent combination of experience, education, and/or training may substitute for the listed minimum requirements.

LICENSES AND CERTIFICATES:

- A valid California Class "B" Driver's License.
- California Water Environment Association (CWEA) Collection System Maintenance certification is desirable.

SPECIAL REQUIREMENTS:

- Ability to respond to emergencies.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Plan, direct, manage, and coordinate the works of the Public Works Street and Sewer Collections Division and develop and administer departmental goals, objectives, policies, and methods of evaluating achievement and performance levels.
- Provide professional and technical advice regarding program activities to the Public Works Director and Deputy Director, City Manager and the City Council.
- Understand and know methods, techniques, equipment, and supplies used in the Public Works Street Maintenance and Sewer operations.
- Standard safety practices required in the Public Works Streets Maintenance and Sewer operations.
- Establish and maintain a variety of filing record keeping and tracking systems.
- Principles and practices of employee training, supervision, evaluation, motivation, and discipline; purchasing procedures, forms, and techniques; pertinent Federal, State, and local laws, codes, and regulations.
- Plan, coordinate, assign, schedule, and supervise several crews and contractors in the performance of various public works construction, repair, and maintenance projects.
- Accurately estimate labor, material, and equipment requirements for construction, repair, and maintenance projects; read, interpret, and apply technical information from manuals, drawings specifications, layouts, blueprints, and schematics.
- Interpret and apply federal, state and local laws, codes and regulations.
- Operate office equipment including computers, copying machines, and communication systems.
- Recommend and implement goals, objectives, and practices for providing effective and efficient street maintenance, construction, and sewer services.
- Respond to questions from the public and staff.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Make sound decisions within established guidelines by analyzing complex issue and develop and implement an appropriate response.

WORKING CONDITIONS AND PHYSICAL DEMANDS:
Standard office setting with some travel to various locations to supervise/advise employees and/or attend meetings; the employee is occasionally exposed to outside weather conditions; exposure to unpleasant elements such as dust, fumes, and odors, dampness, raw sewage, and noise levels. May be required to occasionally lift up to 50 pounds or more; operate machinery using arms and legs; sit, squat, kneel, climb stairs, stoop, crouch, and walk for prolonged periods of time; twist and bend in all directions; squeeze with arms and hands.

FLSA Status: Exempt

HISTORY:

Established:	05/21/2025
Revised:	N/A
Approval/Adoption Date:	05/21/2025

TITLE: **SENIOR ACCOUNTANT**

DEFINITION: Under general direction of the Accounting Manager-Controller, the Senior Accountant performs a variety of responsible professional accounting work for the City including the maintenance, compilation, and review of various financial records. Assists in developing and installing accounting systems; and prepares accounting and auditing reports.

DISTINGUISHING CHARACTERISTICS:

This is the advanced journey-level class in the professional accounting series and is distinguished from lower-level professional accounting classes by the level of independence in performing duties and functions of the position, and by the performance of the more difficult and complex assignments.

EXAMPLES OF DUTIES:

- Perform complex professional accounting and budgetary work involved in establishing, analyzing, auditing, reconciling and maintaining financial records in support of designated programs or an assigned division or department; ensure financial activity of assigned accounts complies with applicable laws, codes, rules, regulations, policies and procedures.
- Provide administrative support in the planning, development, review, analysis and implementation of designated budgets and accounts; monitor, evaluate and reconcile accounts related to assigned funds and budgets; prepare income and expenditure projections to assist with budget preparation as directed; analyze program and project costs and provide recommendations concerning budgetary allocations as assigned.
- Prepare and audit a variety of financial, statistical and budgetary reports, statements and records related to income, expenditures, reconciliations, budgets and assigned accounting functions; review and analyze financial statements, records and reports to ensure accuracy, completeness and compliance with established guidelines, procedures in accordance with Governmental Accounting Standards Board (GASB) and Generally Accepted Governmental Auditing Standards (GAGAS).
- Prepare and process a variety of accounting documents such as debt allocations, fixed assets, monthly fund balance, and cash balance.
- Perform duties in the maintenance and analysis of General Ledger Accounts and other subsystems such as accounts payable, accounts receivable, payroll, inventory and fixed assets.
- Calculate, post, audit and adjust journal entries; update accounts to reflect revenue and expenditure; audit accounts for errors and make appropriate adjustments; reconcile various fiscal statements to ensure accurate fund accounting; ensure financial statements and cash amounts match organizational records as assigned; initiate account transfers and other transactions as needed.

- Train, supervise and evaluate assigned personnel; assign employee duties and review work for accuracy, completeness and compliance with established requirements; provide input concerning employee evaluations as requested; interview and select employees.
- Provide consultation to department or division personnel concerning assigned accounting and budgetary activities and related functions; respond to inquiries, resolve issues and conflicts and provide detailed and technical information concerning related standards, practices, laws, codes, regulations, policies and procedures.
- Monitor and assess accounting and budgetary systems, techniques and procedures for financial effectiveness and operational efficiency; monitor various grants, expenses and grant fund disbursements.
- Provide recommendations concerning the development and implementation of policies, procedures, techniques and systems to enhance fiscal accuracy, operational efficiency, financial effectiveness and compliance with established requirements.
- Input a wide variety of financial and statistical data into an assigned computer system; establish and maintain automated records and files; initiate queries, manipulate data and generate a variety of computerized reports including month end/year end, reconciliations, fixed assets and capital project reports; ensure accuracy of input and output data.
- Perform a variety of special accounting projects in support of assigned division, department or programs; research, compile, assemble and analyze a variety of financial, statistical and budgetary information; participate in the investigation and resolution of financial issues, errors and discrepancies.
- Prepare, review and evaluate various financial documents and correspondence as assigned; assist in ensuring mandated reports are completed and submitted to appropriate agency or personnel according to established timelines; assemble materials and provide assistance to outside auditors and in conducting annual audits and reviews of the City's accounting and financial systems.
- Communicate with personnel, governmental agencies and outside organizations to exchange information, coordinate activities and resolve issues or concerns.
- Assists the City staff in the operation and maintenance of the City's financial management system.
- Maintain current knowledge of laws, codes, rules, regulations and pending legislature related to assigned accounting functions.
- Operate a variety of office equipment including a calculator, computer and assigned financial software.
- Participate in a variety of other assigned activities such as processing claims, verifying and auditing invoices, evaluating contracts and verifying collected monies.
- Attend and participate in various meetings, committees and in-services as assigned.
- Perform other related duties and responsibilities as required.

MINIMUM QUALIFICATIONS:

- Bachelor's degree from an accredited college or university in Accounting, Finance, Business Administration, Public Administration, or closely related field.

- Five (5) years of increasingly responsible professional level accounting experience, including one (1) year of supervisory experience. Governmental accounting experience is -preferred.
-

Note: An equivalent combination of experience, education, and/or training may substitute for the listed minimum requirements. Possession of an active Certified Public Accountant (CPA) license, Certified Internal Auditor (CIA) certificate, and/or Certified Government Financial Manager (CGFM) is highly desirable.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Methods, procedures and terminology used in professional accounting work including accounts payable and receivable, payroll, and expenditure and revenue.
- General principles and practices of governmental accounting and Generally Accepted Accounting Principles and professional accounting standards.
- Analysis of complex financial statements and reports including financial and statistical record-keeping techniques.
- Principles of grant preparation and monitoring.
- Technical preparation of financial statements and comprehensive accounting reports.
- Principles of training and supervision.
- Preparation, review and control of assigned accounts.
- Budgeting practices regarding monitoring and control.
- Payroll methods, procedures and terminology.
- Financial analysis and projection techniques.
- Research and statistical evaluation techniques.
- Applicable laws, codes, regulations, policies and procedures.
- Operation of a computer and assigned accounting software.
- Oral and written communication skills in addition to interpersonal skills using tact, patience and courtesy.
- Perform professional accounting and budgetary work involved in establishing, analyzing, auditing, reconciling and maintaining financial records.
- Provide administrative support in the review, analysis and development of designated budgets and accounts.
- Prepare and audit a variety of financial, statistical and budgetary reports, statements and records.
- Compare numbers and detect errors efficiently.
- Prepare and analyze comprehensive accounting reports.
- Reconcile, balance and audit assigned accounts and budgets.
- Provide consultations concerning assigned accounting and budgetary activities and related functions.
- Reconcile various fiscal statements to ensure accurate fund accounting as assigned.
- Train and supervise assigned personnel.

- Interpret, apply and explain City rules, regulations, policies, procedures and related documents.
- Utilize governmental accounting procedures.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain accurate financial and statistical records.
- Analyze financial data and prepare reports, forecasts and recommendations.
- Meet schedules and timelines.
- Operate standard office equipment including a computer and assigned accounting software.
- Determine appropriate course of action within clearly defined guidelines.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push and pull drawers open and closed to retrieve and file information. Positions in this classification occasionally lift and carry reports and records that typically weigh less than twenty (20) pounds.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

FLSA Status: Non-Exempt

HISTORY:

Established:	05/21/2025
Revised:	N/A
Approval/Adoption Date:	05/21/2025

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA ADOPTING A NEW JOB CLASSIFICATION, JOB DESCRIPTION AND SALARY RANGE FOR A PUBLIC WORKS SUPERINTENDENT AND A SENIOR ACCOUNTANT, RECLASSIFICATION OF THE MANAGEMENT ANALYST IN THE FINANCE DEPARTMENT TO A SENIOR ACCOUTANT, AND APPROVING THE SALARY ADJUSTMENT FOR THE BUDGET & PURCHASING MANAGER

WHEREAS, the City wishes to adopt the job classification and salary range for Public Works Superintendent,

WHEREAS, the City wishes to adopt the job classification and salary range for Senior Accountant,

WHEREAS, the City wishes to reclassify the vacant Management Analyst position in Finance to a Senior Accountant,

WHEREAS, the City wishes to approve a salary adjustment and update the salary range for the Budget & Purchasing Manager,

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

SECTION 1. The classification of Public Works Superintendent is hereby established.

SECTION 2. The classification of Senior Accountant is hereby established.

SECTION 3. The vacant Management Analyst position in Finance is reclassified to a Senior Accountant.

SECTION 4. The Public Works Superintendent is in the unrepresented management employees classification.

SECTION 5. The Senior Accountant is in the South Pasadena Public Service Employees' Association.

SECTION 6. The salary range for the Public Works Superintendent and the Senior Accountant as set forth in Exhibit A is hereby adopted.

SECTION 7. The salary range for the Budget & Purchasing Manager as set forth in Exhibit A is hereby adopted.

SECTION 8. The City Council hereby approves the allocation of funds as described in the May 21, 2025, City Council agenda report for this matter to support the above personnel changes and updated salary ranges.

SECTION 9. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 21st day of May, 2025.

_____
Mayor Janet Braun

ATTEST:

_____
Hector Gomez, CMC
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 day of May, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Hector Gomez, CMC
Chief City Clerk

Exhibit A

Proposed Salary Range

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
Budget & Purchasing Manager	Unrepresented	$ 118,812	$ 124,752	$ 130,992	$ 137,544	$ 144,420	$ 151,644	$ 159,228
		$ 9,901	$ 10,396	$ 10,916	$ 11,462	$ 12,035	$ 12,637	$ 13,269
		$ 57.12	$ 59.98	$ 62.98	$ 66.13	$ 69.43	$ 72.91	$ 76.55
Public Works Superintendent	Unrepresented	$ 106,264	$ 111,577	$ 117,156	$ 123,014	$ 129,164	$ 135,623	$ 142,396
		$ 8,855	$ 9,298	$ 9,763	$ 10,251	$ 10,764	$ 11,302	$ 11,866
		$ 51.09	$ 53.64	$ 56.32	$ 59.14	$ 62.10	$ 65.20	$ 68.46
Senior Accountant	PSEA	$ 98,785	$ 103,725	$ 108,911	$ 114,356	$ 120,074		
		$ 8,232	$ 8,644	$ 9,076	$ 9,530	$ 10,006		
		$ 47.49	$ 49.87	$ 52.36	$ 54.98	$ 57.73		

City Council Agenda Report

ITEM NO. 19

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF APPROPRIATIONS FOR FISCAL YEAR 2024-2025**

Recommendation

It is recommended that the City Council consider the approval of the following appropriations for Fiscal Year 2024-2025

1. Appropriate $774,009 in General Funds to Account No. 103-2010-2501-8161-001 to fully fund the City's Insurance expenses for the FY 2024-2025;
2. Appropriate $120,000 from Water Enterprise Funds and $30,000 from Sewer Enterprise Funds to Account No. 101-2030-2032-8150-000 to fully fund the expenses incurred for the respective enterprise divisions;
3. Appropriate $16,000 in General Funds to Account No. 101-5010-5011-8180-000 to align with the revenues received by the Fire Department for plan check services;
4. Appropriate a total of $82,500 in General Funds to fully fund the costs of the expenses incurred by the City as a result of the January 2025 Windstorm and Fire Emergency, in the following accounts: $8,100 to Account No. 101-6010-6410-8020-000, $22,500 to Account No. 215-6010-6115-8180-000, $19,200 to Account No. 215-6010-6310-8170-000, $19,400 to Account No. 215-6010-6310-8180-000, and $13,300 to Account No. 215-6010-6310-8184-000;
5. Appropriate $113,100 in General Funds to Account No. 101-6010-6601-8120-000 to fully fund emergency repairs to the Senior Center and City Hall buildings; and
6. Appropriate $23,000 in General Funds to Account No. 101-6010-6601-8180-000 to fully fund emergency cleaning services costs incurred by the City.

Executive Summary

The City of South Pasadena incurred unanticipated expenses during Fiscal Year 2024–2025, primarily related to emergency response efforts following the January 2025 windstorm and fires, as well as ongoing operational needs. Staff recommends that the City Council consider approval of multiple appropriations totaling $1,158,609 for Fiscal Year 2024–2025 to cover essential City expenses, including insurance, emergency response, facility repairs, and enterprise fund operations. These appropriations are necessary to align the budget with actual costs incurred and to ensure uninterrupted delivery of services. Key appropriation requests include $774,009 in General Funds to fully fund the City's insurance expenses for FY 2024–2025, $120,000 from Water Enterprise Funds and $30,000 from Sewer Enterprise Funds to cover telecommunications and operational expenses for those divisions, $16,000 in General Funds to reflect revenues received by the Fire Department for plan check services, $82,500 in General Funds to fund costs related to the City’s emergency response to the January 2025

windstorm and fire event. $113,100 in General Funds to pay for emergency repairs to City Hall and the Senior Center, and $23,000 in General Funds to fund emergency cleaning services performed in response to hazardous conditions.

These recommended appropriations are necessary to reconcile unbudgeted but essential expenditures with actual costs incurred during the fiscal year, ensure continued access to critical services, and support emergency cost recovery where applicable.

Background
Throughout Fiscal Year 2024–2025, the City incurred several unanticipated, but necessary expenses related to ongoing operations, emergency response efforts, and critical facility needs. These expenditures include increased insurance premiums, telecommunications infrastructure for utility operations, and costs associated with the City's response to the January 2025 Windstorm and Fire Emergency. Additionally, emergency facility repairs and cleaning services were required to restore safe conditions at City Hall and the Senior Center. Revenues collected by the Fire Department for plan check services also require a corresponding budget adjustment. In order to maintain fiscal transparency, ensure compliance with budgetary protocols, and facilitate reimbursement opportunities such as those offered by FEMA, staff is requesting formal appropriation of these funds.

Analysis
In order to ensure the City's budget accurately reflects the actual expenditures incurred during Fiscal Year 2024–2025, these appropriations are being recommended for approval. These requests have been reviewed to ensure they align with the City's operational priorities, address unanticipated costs, and ensure fiscal accountability. Below is a breakdown of the key appropriations and their justifications:

<u>City Insurance Obligations – $774,009</u>

The City has experienced an unusually high number of settlements this fiscal year, requiring an appropriation to fully fund these, unanticipated liabilities. Of the $774,009, $750,000 will be reimbursed to the City through its insurance. This appropriation ensures that the City remains fully insured for the fiscal year, protecting against claims and unforeseen events.

<u>Telecommunications – Water and Sewer Divisions – $150,000</u>

The Water and Sewer divisions continue to expand their mobile and digital infrastructure to support daily field operations, emergency, response, and regulatory compliance. The appropriation covers costs for internet services, cellular devices and data plans, landline office phone systems and Mobile Device Management (MDM) software licensing. Funding these costs through the respective enterprise funds ensures that essential services are uninterrupted and appropriately funded through ratepayer-supported accounts.

<u>Fire Department Revenue Alignment – $16,000</u>

The Fire Department received revenues from plan check services not previously appropriated. This adjustment aligns expenditures with revenues received and allows for proper budget accounting.

<u>January 2025 Windstorm and Fire Emergency – $82,500</u>

In January 2025, South Pasadena experienced a severe windstorm and related fires, triggering emergency operations. Costs incurred included personnel overtime, equipment use, emergency communications, and public safety coordination. These costs are eligible for FEMA reimbursement, and appropriating them now is necessary to submit and process those claims. Staff is in close coordination with FEMA to process these reimbursements in a timely manner to reimburse the General Fund.

Emergency Facility Repairs – $113,100

Damage caused by the January emergency event required immediate repairs to both the Senior Center and City Hall buildings. This funding covers structural and utility-related repairs necessary to maintain safe and functional public facilities.

Emergency Cleaning Services – $23,000

Following the storm and fire events, specialized cleaning services were required to address health and safety concerns, including debris, soot, and potential hazardous materials in City facilities. This appropriation ensures these unplanned but critical services are fully funded.
The requested appropriations are necessary to ensure financial transparency, operational continuity, and compliance with federal and local fiscal practices.

Fiscal Impact
The fiscal impact associated with the approval of appropriations contained in this report is:

Fund 101 - General Fund: This fund will have a fiscal impact of $136,100 after accounting for reimbursements and transfers from other funds to cover expenditure requests.

Fund 103 - Insurance Fund: The City's insurance carrier will reimburse this fund approximately $750,000, resulting in a net impact of $24,009. Fund 103 will reimburse General Fund when funds are received.

Fund 215 - Street Light and Landscape Fund: This fund will be fully reimbursed by FEMA for costs related to the Windstorm event, leading to a fiscal impact of $0. Fund 215 will reimburse General Fund when funds are received.

Fund 500 - Water Fund: This fund will transfer $120,000 to Fund 101 - General Fund to cover telecommunication expenses for the Water division.

Fund 210 - Sewer Fund: This fund will transfer $30,000 to Fund 101 - General Fund to cover telecommunication expenses for the Sewer division.

Attachment:
Attachment No. 1 - List of Requests for Appropriation.pdf

2024-2025 MID YEAR ADJUSTMENT (EXPENDITURE MASTER)

FUND	Dept.	Acct #	Budgeted Amt	Adj. Amt	Adjusted Total	Department Comments	Finance Department Comments
103	Finance	103-2010-2501-8161-001	$ 780,146.04	$ 774,009.00	$ 1,554,155.04	Fund 103- Insurance Fund has paid a series of settlements this fiscal year. Fund 103 does not have sufficient funds to cover the overage.	
101	Fire	101-5010-5011-8180-000	$ 297,000.00	$ 16,000.00	$ 313,000.00	$16,000 for Transtech plan check services. This does not require additional appropriation as the cost is covered under fees collected. Transtech charges 65% of fees collected for plan review.	This request is cost-neutral sinceTranstech keeps 65% of revenue from fees collected.
101	Management Services	101-2030-2032-8150-000	$ 188,203.00	$ 150,000.00	$ 338,203.00	The funds for this increase will be transferred from the utilties enterprise funds to fund the telecommunication expenses for Water and Sewer Divisions.	
101	Public Works	101-6010-6410-8020-000	$ 56,200.00	$ 8,100.00	$ 64,300.00	Windstorm Expenses-ACE (supplies) & Home Depot (Sand for Parks) ($8023.36)	will be reimbursed by FEMA next FY.
101	Public Works	101-6010-6601-8120-000	$ 197,000.00	$ 113,100.00	$ 310,100.00	ACCO-additional Citywide HVAC Services $90,000 & Windstorm Expenses (filters) $3,066, Hexagon Roofing, Inc. $20,000 for Senior Center Roof maintenance/repairs to address leaks (not eligible as CIP, no replacment to assets)	The leak repairs should be one-time costs of $23,066.
101	Public Works	101-6010-6601-8180-000	$ 342,000.00	$ 23,000.00	$ 365,000.00	Bio-Hazard clean up by Bio Clean due to a Public Safety Incident Dec 10, 2024 for $22,830	
215	Public Works	215-6010-6115-8180-000	$ 184,500.00	$ 22,500.00	$ 207,000.00	Windstorm Expenses-YUNEX - Bank & Fremont $19,901.20, & January calls several locations $2,507.50	will be reimbursed by FEMA next FY.
215	Public Works	215-6010-6310-8170-000	$ 25,500.00	$ 19,200.00	$ 44,700.00	Windstorm Expenses-WCA (additional Tree Services) ($19170)	will be reimbursed by FEMA next FY.
215	Public Works	215-6010-6310-8180-000	$ 300,000.00	$ 19,400.00	$ 319,400.00	Windstorm Expenses-WCA (additional Tree Services) ($19350)	will be reimbursed by FEMA next FY.
215	Public Works	215-6010-6310-8184-000	$ 150,000.00	$ 13,300.00	$ 163,300.00	Windstorm Expenses-WCA (additional Tree Services) ($13230)	will be reimbursed by FEMA next FY.

Fund	Fund Name	Department Requests	Reimbursement/ Cost Neutral	Fiscal Impact
101	General Fund	$ 310,200.00	$ 174,100.00	$ 136,100.00
103	Insurance Fund	$ 774,009.00	750,000.00	$ 24,009.00
215	Street Light & Lanscape	$ 74,400.00	74,400.00	$ -
500	Water	$ 120,000.00	$ -	$ 120,000.00
210	Sewer	$ 30,000.00	$ -	$ 30,000.00

City Council Agenda Report

ITEM NO. 20

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director
Arpy Kasparian, Environmental Services & Sustainability Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT WITH ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES) AND AUTHORIZING STAFF TO INITIATE A PROPOSITION 218 PUBLIC HEARING; AND APRROVE A LETTER AGREEMENT WITH ATHENS SERVICES RELATED TO THE PAUSE ON THE ANNUAL RATE ADJUSTMENT**

Recommendation

It is recommended that the City Council:

1. Adopt a Resolution that: (a) approves the first amended and restated agreement with Athens Services for Exclusive Solid Waste Handling services (Amended Agreement) in the final form approved by the City Attorney and City Manager; and directs staff to proceed and schedule a Proposition 218 (Prop 218) public hearing to consider the proposed solid waste rate adjustment changes and provide notice of the public hearing; and
2. Approve a letter agreement with Athens Services regarding a pause on the July 1, 2025 annual rate adjustment until the conclusion of a Prop 218 public hearing and authorize the City Manager to sign and transmit the same.

Executive Summary

Senate Bill (SB) 1383 requires the City to comply with new state law which requires jurisdictions to implement organics collection services for all waste customers, among other requirements. While the City approved an agreement in December 2024, an additional amendment is required to address the high diversion requirements of SB 1383. City staff continued negotiations with Athens Services regarding this requirement, which can be implemented with the addition of collection services for a third waste stream (blue container). On April 28, 2025, staff presented the proposed terms of an amendment to the current agreement and received direction from Council to proceed with an amendment with the following terms:

1. Waive the annual rate adjustments for all rates for the scheduled July 1, 2025 and July 1, 2026 rate adjustments, i.e. freeze all rates until the scheduled increase on July 1, 2027.
2. Modify the annual rate adjustment formula from using the regional Consumer Price Index (CPI) to using the national 'Trash' CPI + 1%.

3. Increase the contract length from a seven-year (7) rolling term to a ten-year (10) rolling term.
4. The City will agree to not issue a Notice of Intent to Wind Down for five years starting with the amendment effective date.

City staff are proposing and recommending approval of an amended and restated agreement (Attachment 1). In addition to the addition of a third waste stream and the terms outlined above, the proposed Amended Agreement also includes modifications to Bulky Item collection services to improve accessibility of the service to customers.

The effectiveness of the Amended Agreement is contingent upon the City Council's approval of the proposed rate escalation adjustments in the absence of a majority protest following a Prop 218 public hearing, which must be held at least 45 days after a notice is mailed to the public. City staff recommend approval of a resolution setting the Prop 218 public hearing date on July 16, 2025, or such other date selected by the City Manager (Attachment 2).

Lastly, staff recommends approval of a letter memorializing the agreement between the City and Athens Services to pause the July 1, 2025 annual rate adjustment until the Proposition 218 public hearing is held (Attachment 3).

Background
City staff worked with the City's franchise waste hauler, Athens Services, from 2022 - 2024 to update the Exclusive Solid Waste Handling Agreement (Current Agreement) to accommodate the additional services required by SB 1383. The Current Agreement was approved by City Council on October 2, 2024. On December 18, 2024, the City conducted a Prop 218 public hearing and there was no majority protest. Accordingly, the Current Agreement went into effect on January 1, 2025 and included a two-container collection service – black containers for non-organic solid waste mixed with recyclables and green containers for organic waste. While rates are typically adjusted by Athens each July 1 (Annual Rate Adjustment), the Current Agreement required an additional adjustment to rates on January 1, 2025.

Per SB 1383 regulations, all jurisdictions with a two-container collection service must send its black container material (non-organic solid waste mixed with recyclables) to a high-diversion organic waste processing facility. A high-diversion organic waste processing facility must meet an organics recovery efficiency rate of 75% by 2025 (50% in 2022). If a facility fails to meet this standard, it may not be used as a destination facility for black container material in a two-container collection system, and doing so may subject a jurisdiction to enforcement action. Alternatively, a jurisdiction may implement a three-container collection service where recyclables and organics are source-separated from other solid waste. With the extremely limited availability of approved high-diversion facilities in the state, transitioning to a three-container collection service in the City would be the most appropriate avenue for compliance.

At the December 18, 2024 public hearing, Council directed additional negotiations with Athens to address the high diversion requirements of SB 1383. In January 2025, Athens and a City Athens Negotiations Working Group (Working Group) - comprised of City staff and two City Councilmembers - began meeting to negotiate a transition to a three-container system in which each single-family-home residential customer would receive at minimum one green container for organic waste, one blue container for recyclable materials, and one black container for all other solid waste (up to seven barrels total for single-family-home residential customers).

The Working Group met with Athens Services several times between January and April 2025 to negotiate the terms for adding a third waste stream/blue container for recyclables. Considering the recent significant rate increases taking effect January 1, 2025, the Working Group pursued an option to extend services with minimal impact on ratepayers. On April 28, 2025, staff presented the proposed terms of an amendment to the current agreement and received direction from Council to proceed with an amendment with the following terms:

1. Freeze all rates at the January 1, 2025 rate schedule for all customers for two years, i.e. no annual rate adjustments on July 1, 2025 and July 1, 2026. The next rate adjustment would take place on July 1, 2027.
2. Modify the annual rate adjustment formula from using the "Consumer Price Index, All Urban Consumers, Los Angeles/Long Beach/Anaheim area" (CPI) to using the "Consumer Price Index for Trash & Garbage Collection, U.S. City Average" (Trash CPI) plus 1%.
3. Extend the current seven-year rolling term to a ten-year rolling term.
4. The City will agree to not issue a Notice of Intent to Wind Down for five years starting with the amendment effective date.

In addition, the Working Group used this opportunity to request modifications to the Bulky Item collection services to improve the accessibility of this service to customers.

Analysis

Proposed Annual Rate Adjustment Freeze

The proposed rate freeze on July 1, 2025 and 2026 provides South Pasadena ratepayers stability during current volatile market conditions. With the proposed Amended Agreement, the scheduled annual rate adjustments for July 1, 2025 and July 1, 2026 will be waived and rates will continue at the January 1, 2025 schedule until July 1, 2027.

Proposed Modification to Rate Adjustment Formula (CPI to Trash CPI + 1%)

Both the current and proposed CPI indices are published monthly by the U.S. Bureau of Labor Statistics. The CPI index used in the Current Agreement with Athens accounts for residential homes and the cost of household goods (e.g., milk, bread, eggs). This index does not represent trash industry cost escalation, and as a result, the actual operating costs of waste hauling outpace the rate adjustments based on 'household' CPI. The Trash CPI measures the direct costs of goods and services in the waste industry. Moreover, to add the services of a third waste stream as required by SB 1383, Athens will need to incur significant capital expenses, including the purchase of an additional Mother Truck, an additional Mini Class C Rear Loader, and four additional manual barrel service pick-up trucks. In addition, since the manual barrel service pick-up trucks contain only two compartments for two waste streams, the routes for single-family-home customers will now need to be conducted twice in order to pick up the third waste stream separately. The additional 1% rate escalator covers these increased labor, operational, and equipment costs of the third waste stream.

Proposed Changes to Contract Term Length

The additional time on the term length and the prohibition that the City does not terminate the Agreement for five years enables Athens to recoup their capital investments and the loss of the rate freeze over time. For market comparison, many peer cities which have agreements

with Athens use Trash CPI + 1% for the annual cost escalation and are bound by a minimum 10-year rolling term (with one city having a rolling term as long as 30 years). These peer cities include Azusa, Covina, Downey, Glendora, Norwalk, Sierra Madre, South El Monte, and more. Transitioning to a new collection service model citywide (procuring new trucks and barrels, deploying new barrels and bins citywide, getting residential and commercial customers on board and compliant with new waste disposal practices/procedures) will take several years. During this transition period, it is proposed that neither party will issue a Notice of Intent to Wind Down for five years starting the amendment effective date.

Modifications to Bulky Item Collection Services

In the Current Agreement, Athens provides four free Senior Citizen Dumpster Weeks and four free Dumpster Days for all residents on an annual basis to discard bulky items. Residents who wish to discard bulky items outside of these events must pay an additional fee per item. The lack of available locations in the City to host the Dumpster Day events has resulted in cancellations of the event. In addition, only those residents who have the means to transport bulky items to the event location are able to use this service (except senior citizens who have a curbside program). In order to address these issues, the Working Group worked with Athens to modify these services. The proposed Amended Agreement includes a free quarterly curbside bulky item pick-up program that would allow all residential customers, including multifamily customers, to request one free bulky item pick-up for up to five items per calendar quarter. This service will be provided on a “use it or lose it” basis and will completely replace the Senior Citizen Dumpster Weeks and Dumpster Days.

New Containers

Upon a successful Prop 218 public hearing and per SB 1383 regulations, Athens will procure and deploy new standardized 32-gallon barrels to all single-family-home customers. The new barrels will have wheels, lids, and handles that will make lifting into service trucks easier and safer. Single-family-home customers will have the opportunity to choose up to a total of 7 barrels – minimum one green barrel for organics (yard waste and food scraps), one blue barrel for recyclables, and one black barrel for all other solid waste. Athens will also collect and recycle old trash barrels if customers choose to discard their old barrels. Under the Amended Agreement, commercial and multi-family customers would receive one 96-gallon recycle/blue cart serviced one time per week as part of their regular collection service. Athens will conduct waste assessments for commercial and multi-family customers to assess service levels to ensure new containers meet their needs. All containers will have standard labeling indicating what is and is not acceptable in the container. It is estimated that the manufacturing of the new barrels will take 16-18 weeks and the deployment will take approximately 6-8 weeks.

Outreach and Education

City staff and Athens Services will work together to provide extensive public outreach and education regarding the new waste streams, new services, and deployment of new containers. Outreach plans include two to three direct mailers to all addresses in the City describing the changes in waste services, a webpage containing informational materials and FAQs, social content, physical flyers at all City facilities, etc. In addition, Athens representatives will be conducting waste assessments for commercial and multi-family customers.

Proposition 218

The implementation of the Amended Agreement is contingent upon the culmination of proceedings relating to Prop 218 (holding a noticed public hearing and no majority protest) and the City Council's approval of the rates set forth in the Amended Agreement. The public hearing must be held at least 45 days after notice is mailed to property owners and customers (Attachment 4). City staff recommends approval of a resolution setting the Prop 218 public hearing date to July 16, 2025, or such other date selected by the City Manager.

Next Steps

1. Upon Council's approval of the proposed Amended Agreement and resolution, City staff will provide all ratepayers mailed notices of a Prop 218 public hearing to occur on July 16, 2025.
2. Upon a successful Prop 218 public hearing, Athens will begin procurement of new residential barrels, commercial recycling carts, and additional collection vehicles. Athens will conduct waste assessments for all commercial and multi-family customers. Manufacturing of barrels may take 16-18 weeks and collection vehicles will take approximately 90 days.
3. New residential barrel and commercial and multi-family bin and cart deployment will begin with extensive outreach and education provided to all account holders. Deployment will take approximately 6-8 weeks. Athens will remove and dispose/recycle customer's old barrels as part of the deployment process.
4. Staff will continue SB 1383 implementation and education regarding new collection services, among other state-mandated requirements.

Fiscal Impact
Residential, multi-family, and commercial solid waste rates are paid by customers directly to Athens, therefore, there is no direct cost to the City being considered in this item. If approved by the City Council, residential and commercial refuse rates will see no changes, and no annual rate adjustments will be made for the years 2025 and 2026. In addition, on July 1, 2027, solid waste rates will be adjusted by the percent change in Trash CPI + 1%.

Key Performance Indicators and Strategic Plan
This item is related to infrastructure solid waste collection goals in the City Council's 2025 compilation of priorities, number 2(g).

Commission Review and Recommendation
This item was not reviewed by a commission; however, the proposed terms were discussed at-length by the City Athens Negotiations Working Group consisting of City staff and two Councilmembers.

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
City staff has evaluated the entering into of the proposed Exclusive Franchise Agreement and approval of the proposed terms for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Exclusive Franchise Agreement and

proposed terms are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, “Actions by Regulatory Agencies for Protection of the Environment,” these actions are exempt from further review under CEQA. The development and implementation of the amended services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment and involves procedures for protection of the environment. Furthermore, the amended services apply to the City’s existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment No. 1 - Proposed Amended Agreement.pdf
Attachment No. 2 - Prop 218 Resolution.pdf
Attachment No. 3 - Rate Adjustment Billing Letter.pdf
Attachment No. 4 - Prop 218 Public Notice July 16.pdf
Attachment No. 5 - PowerPoint Approval of Proposed Athens Amended Agreement.pptx

FIRST AMENDED AND RESTATED

EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

Between the

City of South Pasadena

and

Arakelian Enterprises, Inc. (dba Athens Services)

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FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT

This **FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT** ("Agreement") is dated as of May 21, 2025, by and between the **City of South Pasadena** ("City"), a general law city and municipal corporation, and Arakelian Enterprises, Inc. (dba Athens Services), a California corporation ("Contractor"), for the collection, transportation, recycling, processing, composting, and disposal of solid waste, recyclables, and organic materials.

RECITALS

A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City of South Pasadena has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to a qualified solid waste enterprise for Solid Waste Handling Services within the City limits.

C. City previously entered a franchise agreement, Exclusive Solid Waste Handling Agreement, dated October 2, 2024 ("2024 Agreement") and it is the desire of the parties by entering this First Amended and Restated Exclusive Solid Waste Handling Agreement to restate existing obligations and add three-Container Collection services, in order to bring City into compliance with Applicable Law.

D. City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport, Recycling, and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement. City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, Transport for Disposal, Composting, and Recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement.

E. City and Contractor are mindful of recent laws adopted by the State of California, with which the City must comply, intended to divert recyclables and organic materials from being landfilled. AB 341 mandates that commercial waste generators arrange for recycling services. AB 1826 mandates that commercial waste generators recycle their organic waste. AB 1594 excludes organic material from being counted as Alternative Daily Cover (ADC). SB 1383 Regulations require jurisdictions to provide organic waste collection services.

F. City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, Transportation

and/or Disposal of Hazardous Substances that may occur in connection with Contractor's performance under this Agreement. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure City complies with the requirements of AB 939 and Public Resources Code Section 40000, *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows**:**

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1 Definitions

For the purpose of this Agreement, the definitions contained in this Article 1 apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The meaning of terms or words not defined in this Article will be as commonly understood in the solid waste collection services industry when the common understanding is uncertain. In the event of a conflict between a definition in this Agreement and a definition in Title 14 California Code of Regulations Section 18982, the definition in Section 18982 shall control.

1.1 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), as it may be amended from time to time. AB 341 requires businesses, defined to include Commercial or public entities that generate more than 4 cubic yards of Solid Waste per week or Multi-Family Premises, to arrange for Recycling services and requires jurisdictions to implement a Commercial Solid Waste Recycling program.

1.2 AB 827

"AB 827" means State of California Assembly Bill No. 827 approved October 2, 2019, as it may be amended from time to time. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide customers access to the business, to provide customers with a recycling bin and/or organics collection bin for those waste streams that is visible, easily accessible, and adjacent to each bin or container for trash.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (CIWMA), currently codified as California Public Resources Code Section 40000 et seq. as it may be amended from time to time.

1.4 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014) as it may be amended from time to time. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an organic waste recycling program to divert from the landfill organic waste from businesses. Each business meeting specific Organic Waste or Solid Waste generation thresholds phased in over time, is required to arrange for Organic Waste Recycling services.

1.5 Agreement

"Agreement" means this first amended and restated agreement between the City of South Pasadena and Arakelian Enterprises, Inc, for Exclusive Solid Waste Handling Services including all exhibits and attachments, and any amendments.

1.6 Applicable Law

"Applicable Law" means all Federal, State, County of Los Angeles ("County"), and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste.

1.7 Automated Collection Service

"Automated Collection Service" means Collection of Solid Waste, by automated Collection vehicles including side, rear, and/or front-loading vehicles, from Containers supplied by the Contractor and stored in, and

returned to, a location determined by Contractor on that Customer's Premises but in no event in the City's public right-of-way.

1.8 Back-Haul

"Back-haul" means generating and transporting Recyclable Materials or Organic Waste by the Waste Generator to a destination owned and operated by Waste Generator using the generator's own employees and equipment.

1.9 Barrel

"Barrel" means a plastic Container with a separate lid, with wheels, and with a capacity of approximately thirty-two (32) gallons, supplied by Contractor for the deposit and Collection of Solid Waste and manually serviced by a Collection vehicle.

1.10 Bin

"Bin" means a metal or plastic waste Container designed or intended to be mechanically serviced by a commercial front-end loader vehicle, supplied by Contractor. It shall be designed to hold from one (1) to six (6) cubic yards of material with the lid properly closed.

1.11 Biohazardous or Biomedical Waste

"Biohazardous or Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included is waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

1.12 Black Container

"Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the storage and collection of Black Container Waste, excluding Source Separated Green Container Organic Waste and Source Separated Blue Container Waste.

1.13 Black Container Waste

"Black Container Waste" means Solid Waste that is collected in a Black Container that is part of a three-Container Solid Waste Handling Service that prohibits the placement of Organic Waste in the Black Container as specified in 14 CCR Sections 18984.1(a), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

1.14 Blue Container

"Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the storage and collection of Source Separated Blue Container Waste.

1.15 Bulky Items

"Bulky Items" means large and small household appliances, furniture, carpets, mattresses, White Goods, clothing, tires, and other similar Solid Waste and oversized yard waste such as tree trunks and large branches if no larger than two (2) feet in diameter and four (4) feet in length and similar large items discarded from Customer Premises. Bulky Items do not include Excluded Waste, car bodies, car parts, tires, Construction and Demolition Debris or (except for appliances/White Goods described above) items that cannot reasonably be moved with equipment of the type which, pursuant to industry standards, would normally be carried in a truck Collecting Bulky Items. In the event a question arises as to whether a specific item, or

category of items meets the definition of Bulky Items, the Contractor shall be responsible for determining whether said definition shall apply.

1.16 Bus Stop Barrel Collection

"Bus Stop Barrel Collection" means emptying the bus stop Barrel(s) and Collecting Solid Waste therein, supplying the new Barrel liner, and replacing the Barrel liner.

1.17 Business Day

"Business Day" means any Monday through Friday, excluding any Holidays.

1.18 C&D Processing Facility

"C&D Processing Facility" means any facility that is designed, operated, and legally permitted for the purpose of receiving and Processing C&D.

1.19 California Code of Regulations or CCR

"California Code of Regulations" or "CCR" means the State of California Code of Regulations, as amended from time to time. CCR references in this chapter are preceded with a number that refers to the relevant title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.20 CalRecycle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on cities (and others).

1.21 Cart

"Cart" means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than thirty-two (32) gallons and no greater than one hundred and one (101) gallons. Cart sizes vary depending on the manufacturer, and any reference to Cart sizes in this Agreement is an approximation.

1.22 CERCLA

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., as may be amended and regulations promulgated thereunder.

1.23 City

"City" shall mean the City of South Pasadena including any Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.24 City Facility

"City Facility(ies)" means any building or other site owned or leased by the City or otherwise used regularly and significantly by the City for municipal business and the space therein occupied by more than seventy-five percent (75%) by employees or contractors of the City.

1.25 Collect, Collection, or Collecting

"Collect," "Collection," or "Collecting**"** means to take physical possession of, Transport, and remove Solid Waste from Premises.

1.26 Commercial Business or Commercial

"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Premises, or as otherwise defined in 14 CCR Section 18982(a)(6). A multi-family residential dwelling that consists of fewer than five units is not a commercial business for the purposes of this Agreement.

1.27 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

1.28 Community Composting

"Community Composting" means any activity that composts Green Waste, agricultural material, Food Scraps, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed one hundred (100) cubic yards and seven hundred and fifty (750) square feet as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.29 Compactor

"Compactor" means any Bin or Roll-Off Box that has a compaction mechanism, whether stationary or mobile.

1.30 Compost or Composting

"Compost" or "Composting" has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time, and means the product resulting from the controlled biological decomposition of Organic Waste that are Source Separated from the municipal waste stream, or which are separated at a centralized facility.

1.31 Construction and Demolition Debris or C&D

"Construction and Demolition Debris," "C&D Debris," or "C&D" means any Solid Waste generated at a Premises that is directly related to construction or demolition activities. These activities include, but are not limited to, construction, demolition, remodeling, grading, land clearing, or renovation on any Residential Premises, Commercial, institutional, or industrial building, road, driveway, walkway, or other structure. C&D Debris includes but is not limited to concrete, asphalt paving, asphalt roofing, lumber, gypsum board, rock, soil, and metal.

1.32 Consumer Price Index (CPI)

"Consumer Price Index (CPI)" means the Consumer Price Index for All Urban Consumers (Series ID: CUURS49ASA0) All Items, Los Angeles-Long Beach-Anaheim, CA (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics, or an equivalent index approved by mutual agreement in the event said index is no longer published.

1.33 Consumer Price Index for Trash and Garbage Collection (Trash CPI)

"Consumer Price Index for Trash and Garbage Collection (Trash CPI)" means the Consumer Price Index for Trash and Garbage Collection (Series ID: CUUR0000SEHGO2) U.S. City Average (not seasonally adjusted) as may be amended or renamed and replaced from time to time by the United States Bureau of Labor Statistics,

or an equivalent index approved by mutual agreement in the event said index is no longer published, and is used to calculate the Maximum Service Rates as it pertains to this Agreement.

1.34 Container

"Container" means any and all types of receptacles used for Solid Waste Handling Services, including Barrels, Bins, Carts, and Roll-Off Boxes.

1.35 Container Contamination or Contaminated Container

"Container Contamination" or "Contaminated Container" means a Container, regardless of color, that contains Prohibited Container Contaminants or contaminants otherwise defined in 14 CCR Section 18982(a)(55) or Excluded Waste.

1.36 Contamination Fee

"Contamination Fee" means an amount charged by Contractor to Customers to offset Contractor's additional costs or diminished revenue due to Prohibited Container Contaminants.

1.37 Contractor

"Contractor" shall mean Arakelian Enterprises, Inc. or any party permitted pursuant to the terms hereof to become the successor or assignee thereof.

1.38 Customer

"Customer" means any Person receiving and billed for services provided by Contractor under this Agreement, within the City.

1.39 Disposal or Dispose

"Disposal" or "Dispose" means the ultimate disposition of Solid Waste Collected by the Contractor at a permitted landfill or other permitted Solid Waste Disposal Facility, as defined in California Public Resources Code 40192.

1.40 Disposal Facility(ies) or Site(s)

"Disposal Facility(ies)" or "Disposal Site(s)" means the facility or facilities utilized for the ultimate Disposal of Solid Waste Collected by the Contractor.

1.41 Diversion or Diverted

"Diversion" or "Diverted" means any combination of waste prevention (source reduction), Recycling, reuse and Composting activities that reduces Solid Waste Disposed at landfills.

1.42 Dwelling Unit

"Dwelling Unit" means a building or a portion thereof, designated for residential occupation by one individual or a group of two or more individuals living together as a domestic unit.

1.43 Edible Food

"Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code (California Health and Safety Code §§ 113700 *et seq*.).

1.44 Effective Date

"Effective Date" has the meaning set forth in Section 4.3 of this Agreement.

1.45 Environmental Laws

"Environmental Laws" means the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.; the Resource Conservation and Recovery Act, 42 USC §6902 et seq.; the Federal Clean Water Act, 33 USC §1251 et seq.; the Toxic Substances Control Act, 15 USC §1601 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Control Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

1.46 Excluded Waste

"Excluded Waste" means Hazardous Substances, Hazardous Waste, Medical Waste, Biohazardous or Biomedical Waste, Universal Waste, infectious waste, designated waste, volatile, corrosive, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.47 Food Recovery

"Food Recovery" means actions to Collect and distribute food for human consumption which otherwise would be Disposed.

1.48 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982 (a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;

(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

1.49 Food Recovery Service

"Food Recovery Service" means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26).

1.50 Food Scraps

"Food Scraps" means discarded food that will decompose and/or putrefy and is segregated for Collection and Recycling that is accepted for Disposal and Processing by the applicable Processing facility utilized by Contractor under this Agreement. Food Scraps may include, but is not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.51 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as compostable paper plates, paper coffee cups, napkins, and pizza boxes. Food-Soiled Paper does not include Non-Compostable Paper.

1.52 Food Waste

"Food Waste" means Source Separated Food Scraps, Food-Soiled Paper, and 100 percent fiber-based compostable dinnerware. Food Waste is a subset of Source Separated Green Container Organic Waste as specified in Exhibit 4-1.

1.53 Franchise

"Franchise" means the exclusive right and privilege to provide Solid Waste Handling Services within the City granted by City to Contractor pursuant to the City's authority under Article 11, Section 7 of the State of California Constitution, and Section 40059 of the Public Resources Code.

1.54 Franchise Area

"Franchise Area" means all Premises within the City Limits, including Premises which may be annexed and thereby added to the City limits following the Effective Date.

1.55 Franchise Fee

"Franchise Fee" means the franchise fee set forth and more fully defined in Section 9.1 hereof.

1.56 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982 (a)(29) and shall be used for storage and Collection of Source Separated Green Container Organic Waste.

1.57 Green Waste

"Green Waste" means Solid Waste consisting of any vegetative waste generated from the maintenance or alteration of Residential, Commercial Premises including, but not limited to, grass clippings, leaves, tree trimmings, prunings, brush, weeds, flowers, herbs, and holiday trees and excluding cacti, succulents, yucca, and palm fronds; provided, it shall not include those materials which are not appropriate for Compost (such as tree trunks, more than four inches (4") in diameter or four feet (4') in length, or palm fronds).

1.58 Gross Receipts

"Gross Receipts" includes all monies, fees, charges, consideration, and revenue received by Contractor for the provision of Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this

Agreement. Gross Receipts includes the amounts collected from monthly Customer charges for the Collection of Solid Waste, any Franchise Fees or other fees imposed and collected pursuant to this Agreement, and amounts collected in connection with Temporary Services. Notwithstanding any provision to the contrary in this Agreement, Gross Receipts shall not include revenues received by Contractor from the sale of Recyclable Materials or other materials Diverted from Disposal, Compost or Organics-derived products or energy, grants, cash awards or rebates. Amounts collected as Contractor's "Recycling Revenue Sharing" and paid to City as specified in Section 9.2 shall be deducted from Gross Receipts.

1.59 Hauler

"Hauler" means the entity to whom the City Council shall have awarded a contract, or shall have been otherwise authorized to receive, Collect, carry, haul, Transport, and Dispose of any and all Solid Waste within the City.

1.60 Hauler Route

"Hauler Route" means the designated itinerary or sequence of stops for each segment of the Contractor's routes in the City.

1.61 Hazardous Substance

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local environmental laws currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

1.62 Hazardous Waste

"Hazardous Waste" means all Hazardous Substances and substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.63 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average mixed waste organic content recovery rate of 50 percent between January 1, 2022, and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the mixed waste organic collection stream as defined in 14 CCR Section 17402(a)(11.5); or as otherwise defined in 14 CCR Section 18982(a)(33).

1.64 Holiday

"Holiday" means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

1.65 Household Hazardous Waste

"Household Hazardous Waste" ("HHW") means waste resulting from products purchased by the general public for household use which, because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, Disposed or otherwise managed, or, in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

1.66 Invalidation Action

"Invalidation Action" means any event or action the result of which City is unable (i) by operation of Applicable Law, (ii) a valid majority protest pursuant to Proposition 218, or (iii) final and conclusive legal challenge, to approve or implement the establishment or adjustment of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor under this Agreement, in whole or in part, but for such event or action.

1.67 Large Event

"Large Event" as defined in 14 CCR Section 18982(a)(38) means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

1.68 Large Venue

"Large Venue" as defined in 14 CCR Section 18982(a)(39) means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a large venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.

1.69 Local Education Agency

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste.

1.70 Manual Barrel Collection Service

"Manual Barrel Collection Service" means manual Collection of Solid Waste from Barrels supplied by the Contractor that includes the movement by Contractor's employees of Barrels from the Customer's backyard, side yard, driveway, garage, or other location approved by Contractor, and returned to, such location on that Customer's Premises, but in no event in the City's public right-of-way.

1.71 Materials Recovery Facility

"Materials Recovery Facility" or "MRF" means a facility where Solid Waste (not including Source Separated Green Container Organic Waste) or Recyclables are sorted or separated for the purposes of Recycling, Processing or Composting.

1.72 Maximum Service Rate(s)

"Maximum Service Rate(s)" means the maximum amount that Contractor may charge for the services listed in Exhibit 1 of this Agreement, as such exhibit and amounts may be amended or adjusted in accordance with the provisions of this Agreement.

1.73 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by any State or Federal law or regulation, all as currently enacted or subsequently amended.

1.74 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of this Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

(1) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5) (A)(1) through (3).

(2) Was produced at one or more of the following types of facilities: a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10); b. Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or, c. a Solid Waste landfill as defined in Pub. Res. Code Section 40195.1.

1.75 Multi-Family or Multi-Family Premises

"Multi-Family" or "Multi-Family Premises" means a Premise with five (5) or more Dwelling Units.

1.76 Municipal Code

"Municipal Code" means the South Pasadena Municipal Code.

1.77 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor and approved by the City to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

1.78 Non-Compostable Paper

"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.79 Non-Organic Recyclables

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes, including, but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

1.80 Organic Waste or Organics

"Organic Waste" or "Organics" means Solid Waste containing material originating from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46), excluding animal carcasses not eaten on the Premises such as small rodents (e.g., mice and rats).

1.81 Overflow

"Overflow" means excess Solid Waste (i) placed inside a Container that prevents the lid on the Container from being completely closed (i.e., lid remains open greater than forty-five (45) degrees) or excess materials placed on top of or around a Container and (ii) could potentially result in excess materials spilling/dislodging during collection activity by Contractor's vehicles.

1.82 Overweight

"Overweight" means Solid Waste placed in a Container used for Collection services in excess of the manufacturer's recommended weight capacity for that Container.

1.83 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Handling Services is to be provided under this Agreement or the Person holding legal title to the Disposal site, depending upon the context used in this Agreement.

1.84 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State, the County, towns, cities, and special purpose districts.

1.85 Premises

"Premises" means any land, building, and/or structure within the City limits where Solid Waste is generated or accumulated.

1.86 Process, Processed, or Processing

"Process," "Processed," or "Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.

1.87 Prohibited Container Contaminants

"Prohibited Container Contaminants" means any of the following: (i) discarded materials placed in any Blue Container that are not identified as acceptable Source Separated Blue Container Waste for such Container; (ii) discarded materials placed in any Green Container that are not identified as acceptable for Source Separated Green Container Organic Waste for such Container; (iii) discarded materials placed in any Black Container that are acceptable Source Separated Blue Container Waste to be placed in a Blue Container or acceptable Source Separated Green Container Organic Waste to be placed in a Green Container; (iv) to the extent not encompassed in the foregoing, discarded materials placed in any Container not identified by

Contractor or City as acceptable for such Containers; and (v) Excluded Waste. Contamination shall be determined by Contractor's visual or digital inspection.

1.88 Public Works Director

"Public Works Director" means the Director of Public Works for the City of South Pasadena or his/her designee.

1.89 Recyclables or Recyclable Materials

"Recyclables" or "Recyclable Materials" means Solid Waste consisting of any material which retains useful properties and can be reclaimed after the production or consumption process. "Recyclables" or "Recyclable Materials" include Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

1.90 Recycle or Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused, or reconstituted products that meet the quality standards to be used in the marketplace. Recycling does not include Transformation as defined in Public Resources Code Section 40201.

1.91 Recovered Organic Waste Products

"Recovered Organic Waste Products" means products made from California, landfill-diverted, recovered Organic Waste Processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

1.92 Renewable Natural Gas or RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a landfill and processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, as defined in 14 CCR Section 18982(a)(62).

1.93 Residential or Residential Premises

"Residential" or "Residential Premises" means all Single-Family Premises.

1.94 Roll-Off Box

"Roll-Off Box" means Solid Waste Collection Containers of ten (10) cubic yards or larger, including Compactors.

1.95 Route Review

"Route Review" means a visual inspection of Containers along a Hauler Route as specified in Section 5.13.1 of the Agreement.

1.96 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

1.97 SB 1383 Regulations

"SB 1383 Regulations" means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR as amended from time to time.

1.98 Self-Haul, Self-Hauler, or Self-Hauling

"Self-Haul," "Self-Hauler," or "Self-Hauling" means a Person, who hauls Solid Waste, Recyclable Materials, or Organic Waste, that he or she has generated to an appropriate Processing facility. Self-Hauler also includes a Person who Back-Hauls.

1.99 Seniors

"Seniors" means a resident sixty-two years of age or older.

1.100 SFD-A or SFD-A Premises

"SFD-A" or "SFD-A Premises" means Single-Family Premises receiving Automated Collection Service as specified in Section 5.8.

1.101 Single-Family Premises

"Single-Family Premises" means Premises with fewer than five (5) Dwelling Units.

1.102 Solid Waste

"Solid Waste" has the same meaning as defined in the California Public Resources Code Section 40191, which includes all discarded putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, C&D, industrial waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be Disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste includes Recyclable Materials and Organic Waste, unless specified otherwise in the Agreement, but does not include Excluded Waste.

1.103 Solid Waste Handling Services

"Solid Waste Handling Services" means the Collection, Transfer, Transportation, Recycling, Processing, and Disposal of Solid Waste.

1.104 Source Separated

"Source Separated" means materials that have been separated or kept separate from the waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the generator, property Owner, property Owner's employee, property manager, or property manager's employee into different Containers for the purposes of Collection and/or Processing. Black Container Waste, Source Separated Blue Container Waste, and Source Separated Green Container Organic Waste are separated for the purposes of Collection and/or Processing.

1.105 Source Separated Blue Container Organic Waste

"Source Separated Blue Container Organic Waste" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of that Organic Waste and Source Separated Non-Organic Recyclables, or as otherwise specified in 14 CCR Section 17402(a)(26.7).

1.106 Source Separated Blue Container Waste

"Source Separated Blue Container Waste" means Source Separated Blue Container Organic Waste and Source Separated Non-Organic Recyclables that can be placed in a Blue Container that is limited to the Collection of that waste, consistent with three-Container Collection service as described in 14 CCR Section 18894.1(a) and (d) and meets the requirements established by the Contractor as set forth in Exhibit 4-2, as may be amended upon mutual agreement of City and Contractor.

1.107 Source Separated Green Container Organic Waste

"Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is limited to the Collection of that Organic Waste, consistent with three-Container Collection service as described in 14 CCR Section 18984.1(a) and (d) and meets the requirements established by the Contractor as set forth in Exhibit 4-1, as may be amended from time to time upon mutual agreement of City and Contractor.

1.108 State

"State" means the State of California.

1.109 Street Sweeping Service

"Street Sweeping Service" means the services specified in Section 6.4 of this Agreement.

1.110 Term

"Term" has the meaning ascribed in Section 4 of this Agreement.

1.111 Temporary Service

"Temporary Service" means Solid Waste Handling Services provided by Contractor on an as needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup, or other projects, and by use of temporarily placed Bins or Roll-Off Boxes.

1.112 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(73) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(73):

A. Supermarket.

B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

1.113 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" as defined in 14 CCR Section 18982(a)(74) means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982(a)(74):

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A Local Education Agency with an on-site food facility.

1.114 Tipping Fees

"Tipping Fees" means the all-inclusive costs or charges imposed by a properly permitted Disposal Site, MRF, or Organic Waste Processing facility for Disposal or Processing of Solid Waste.

1.115 Transfer

"Transfer" means the act of transferring Solid Waste Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a transfer facility for Transport to other facilities for Processing or Disposing of such materials.

1.116 Transportation or Transport

"Transportation" or "Transport" means the act of delivering Solid Waste from one location to another.

1.117 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than Composting. Transformation does not include biomass conversion.

1.118 Universal Waste

"Universal Waste" means those Hazardous Wastes identified as universal wastes in 22 CCR Section 66261.9, including but not limited to: fluorescent bulbs and tubes; household batteries (e.g. D. AA, button-type, etc.); non-empty aerosol cans; electronic devices (e.g. televisions, computer monitors, cell phones, radios, video cassette recorders, etc.); and mercury containing devices (e.g. thermometers, thermostats, gauges, etc.), and generated by a Single-Family or Multi-Family residence. Universal Waste does not include any waste generated in the course of operating a business at a residence or business generated waste.

1.119 Waste Generator

"Waste Generator" means the Owner or occupant of Premises whose act initially produces Solid Waste that is subject to regulation under Federal, State, or local regulations.

1.120 White Goods

"White Goods" means discarded enameled household appliances, such as refrigerators, freezers, stoves, washer/dryers, water heaters, dishwashers, trash compactors and similar items.

1.121 Workday

"Workday" means any day, Monday through Saturday, which is not a Holiday as set forth in Section 1.61 of this Agreement.

2 Representation and Warranties of Contractor and City

2.1 Mutual Cooperation

City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's Diversion and other compliance requirements imposed by Applicable Law. In this regard, City's obligations include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve minimum annual CalRecycle Diversion as required of the City under Public Resources Code Section 41780.

2.2 Diversion

Contractor shall implement the Diversion programs set forth in this Agreement such that City will achieve minimum annual CalRecycle Diversion as required of City under Public Resources Code Section 41780. In this regard, Contractor agrees that it shall provide, undertake and perform the following at its sole cost and expense, in addition to any other Agreement requirement:

a. Assist City in responding to inquiries from CalRecycle or any other regulatory agency relating to this Agreement;

b. Assist City in preparing for, and participating in, CalRecycle's biannual review of City's Source Reduction and Recycling Element (SRRE) pursuant to Public Resources Code Section 41825;

c. Assist City in applying for any extension, including under Public Resources Code Section 41820, if so, directed by City;

d. Assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with Applicable Law relating to this Agreement;

e. Assist City with the development of and implementation of a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Law;

f. Provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Law;

g. Be responsible for and pay, any fees, penalties or other costs imposed against City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of the Diversion requirements, set forth in Public Resources Code Section 41780 to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

2.3 Exception

Notwithstanding other provisions of this Agreement, Contractor's obligations in this Article 2 will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1.

3 Conditions Governing Services Provided by Contractor

3.1 Grant of Exclusive Agreement

City hereby grants to Contractor, and Contractor accepts, on the terms and conditions set forth herein, an exclusive Franchise within the corporate limits of the City. The Franchise granted to Contractor shall be the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose of in a lawful manner, all Solid Waste, Recyclable Materials, Organic Waste (including Green Waste and Food Waste), and C&D Debris accumulating in the City in accordance with the City's Municipal Code, for the Term of and within the scope set forth in this Agreement; provided, however, that if it has not done so, City shall, within five (5) days after the Effective Date, issue notice concerning C&D exclusivity hereunder in compliance with Public Resources Code Section 49520 and the exclusive right and privilege to Collect, Transfer, Transport, handle, Process, Recycle, and Dispose C&D Debris in the City shall commence on the earliest date permissible in compliance with Public Resources Code Section 49520.

3.1.1 Annexation

If during the term of the Agreement, additional territory within or adjacent to the City is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Solid Waste Handling Services in such annexed area in accordance with the provisions and Maximum Service Rates set forth in this Agreement.

3.2 Recyclable Materials and Organic Waste Discarded by Customer

Any Person may sell Recyclable Materials or Organic Waste or donate Recyclable Materials or Organic Waste to Persons other than Contractor, provided: (1) the Recyclable Materials or Organic Waste must be Source Separated from and not mixed with other Solid Waste; and (2) the seller/donor may not pay the buyer/donee any consideration for Collecting, Processing or Transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price for Collection, Disposal and/or Recycling services for any form of un-segregated or segregated Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste is subject to Contractor's Franchise.

3.3 Exclusions of Exclusivity

The following are excluded from the Franchise:

3.3.1 Specialized Recyclable Materials

If Contractor is unable or unwilling to Collect and Process for Diversion Excluded Waste and/or waste to which a third party is able to sell or donate as specified in Section 3.2.

3.3.2 Byproduct of Food and Beverage Processing

Under AB 3036 (2018), certain byproducts from the Processing of food or beverages from agricultural or industrial sources, provided they are Source Separated and used as animal feed, are exempted from this Agreement. Entities requesting exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and Safety Code, or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer as defined in Section 23015 of the Business and Professions Code.

3.3.3 Gardening or Landscape Services

Green Waste removed from a Premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service are exempted from the Franchise.

3.3.4 Community Composting

Any Person performing Community Composting.

3.3.5 Structural Work Under a Proper Building Permit

Any Person permitted to Collect, Transport and Dispose of building material residue resulting from structural work under a proper building permit issued by the City as provided in Municipal Code Section 16.5 or a successor section.

3.4 South Pasadena Municipal Code

The provisions of the Municipal Code relating to Collection, Transfer, Transportation, handling, Processing, Recycling and Disposal are hereby incorporated into and made a part of this Agreement, and whenever the provisions of the Municipal Code conflict with the terms of this Agreement, the terms of the Municipal Code shall supersede the provisions of this Agreement, provided, for the avoidance of doubt Contractor's obligations will not extend to any loss, cost, liability, fine, penalty, damage, action, suit, duty, obligation, requirement, nonperformance, or noncompliance relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City, its officers or employees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1. In the event of a change in the Municipal Code, Section 15.2 (Change in Law) shall apply.

3.5 Prior Agreements

This Agreement amends and restates, and as a result, supersedes and replaces in its entirety all prior agreements or understandings between the City and the Contractor including the 2024 Agreement. In the event this Agreement is deemed null, void and of no force or effect by a court of competent jurisdiction, the agreements and understandings in force or effect prior to the Effective Date herein, shall apply.

4 Term

4.1 Term

This Agreement shall become effective on the Effective Date and continue and through and including the close of business on July 31, 2035 ("Expiration Date"); provided, however that beginning August 1, 2026, and each August 1 thereafter, automatic one-year extensions shall be applied to the Expiration Date (each an "Automatic Extension") so that the term of this Agreement shall thereafter remain at a constant ten (10) years (as may be extended, "Term").

4.2 Wind Down of Term

4.2.1 Notice of Intent to Wind Down

No earlier than five (5) years after the Effective Date, either party may issue a written notice of intent to cancel the Automatic Extension ("Notice of Intent to Wind Down"). The Notice of Intent to Wind Down may be issued by either party without cause.

4.2.2 Meet and Confer Period

The terminating party hereunder ("Terminating Party") shall host a minimum of two (2) negotiation sessions with the non-terminating party ("Non-Terminating Party") within ninety (90) days of the date upon which the Notice of Intent to Wind Down is received by Non-Terminating Party ("Meet and Confer Period"). The purpose of the Meet and Confer Period is to provide negotiation sessions to discuss, in good faith, rescission of the Notice of Intent to Wind Down in exchange for an amendment(s) to the Agreement. City and Contractor may, but are not obligated to, meet more frequently than required, provided that no such conferences shall act to extend or delay the Meet and Confer Period unless expressly agreed to in writing by the Parties.

4.2.3 Notice of Effective Wind-Down

No later than the end of the Meet and Confer Period, if the Terminating Party elects to cancel the Automatic Extension, the Terminating Party must deliver written notice to the Non-Terminating Party that it has concluded efforts to meet and confer in good faith and the Automatic Extension is canceled ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a ten (10) year fixed term beginning on the date upon which the Notice of Intent to Wind Down was received by the Non-Terminating Party, unless sooner terminated pursuant to this Agreement.

4.2.4 Effectiveness

Notwithstanding any provision in this Agreement to the contrary, the cancellation of the Automatic Extension shall not become effective if (i) City and Contractor mutually agree to approve and execute an amendment to this Agreement as provided herein; (ii) the Terminating Party fails to hold the minimum number of good faith negotiation sessions during the Meet and Confer Period, provided that the Non-Terminating Party has not unreasonably postponed or delayed the scheduling of such sessions; or (iii) the Terminating Party fails to issue its Notice of Effective Wind-Down within the ninety-day period prescribed herein. Further, if the City issues notices to Contractor hereunder, the notices must be approved in advance by a majority vote of City Council.

4.3 Effective Date

This Agreement is hereby deemed effective when all of the following have occurred: (i) signing and delivery of this Agreement on behalf of the individual(s) authorized to bind Contractor hereto; (ii) approval of the Agreement by the City Council; (iii) this Agreement has been signed and delivered on behalf of the City by the individual(s) authorized to enter this Agreement on the City's behalf; (iv) the culmination of any

proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1; and (v) the City Attorney indicates and delivers in writing its approval of this Agreement as to form.

5 Collection Services Provided by Contractor

5.1 Standard of Services

The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of this Agreement. The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided Solid Waste Handling Services and other services described in this Agreement at all times in accordance with local industry practice in similarly situated jurisdictions.

5.2 Commingling of Materials

Contractor shall not commingle Source Separated Black Container Waste, Source Separated Blue Container Waste, or Source Separated Green Container Organic Waste in any vehicles when Collected by Contractor unless otherwise approved by the Public Works Director, which shall not be unreasonably denied, conditioned, or delayed. Contractor shall not be deemed to have violated this Section where such materials were commingled prior to Collection by Customer or where the Container contains Prohibited Container Contaminants.

5.3 Collection of C&D

Contractor shall not be required to remove C&D Debris in the ordinary course of the Customer's regular Solid Waste Collection. Customers will be required to enter into separate Collection arrangements with Contractor for the Collection of such C&D Debris; provided, separate arrangements are not required for Customers that put out C&D Debris for Collection by Contractor if the work generating C&D Debris is minor in nature and is performed individually by Customer; provided, further, that such materials meet the volume and weight restrictions applicable to regular Collection of Solid Waste.

5.4 Collection Hours

Collection service must be provided, commencing no earlier than 7:00 a.m. and terminating no later than 5:00 p.m., Monday through Friday, and between the hours of 7:00 a.m. and 12:00 p.m., Saturday, except for Holidays in accordance with Section 10.2.2. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the City.

5.5 Collection Schedule and Routes

The schedule and routes for Solid Waste Collection shall be subject to approval of the Public Works Director, whose approval shall not be unreasonably denied, conditioned, or delayed. Contractor shall prepare and transmit to the Public Works Director a Solid Waste Collection, Bus Stop Barrel Collection, Street Sweeping Service, and City garage sweeping service schedule, together with a map of the Collection and Sweeping Service districts within the City.

5.6 Title to Solid Waste

Except as provided otherwise under Applicable Law, title to Solid Waste Collected by Contractor shall pass to Contractor at the time said materials are placed in Contractor's Collection vehicle and such title shall pass to parties that subsequently receive such materials upon deposit from Contractor.

5.7 Residential Collection Service System

5.7.1 Frequency and Scheduling of Service

Residential Collection service must be provided at minimum one (1) time per week for Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black

Container Waste on a scheduled route basis. Residential Collection service must be scheduled so that all Customers receive Collection service for all Customer Barrels or Bins on the same Workday unless the Public Works Director permits otherwise upon the request of Contractor.

5.7.2 Determination of Type of Service

Except as specified in this Agreement, Contractor shall determine the appropriate service type (Automated Collection Service for SFD-A Premises and Manual Barrel Collection Service for all other Residential Premises) and Container size, type, frequency, and quantity for each Customer, subject to reasonable disapproval of City. Designation of a Residential Premises as a SFD-A Premises by Contractor shall be subject to the reasonable disapproval of City and City shall make the final determination as to any disputes between Customer and Contractor arising from the provision of Automated Collection Service for SFD-A Premises.

5.7.3 Residential Manual Barrel Collection Service

5.7.3.1 Default Service

Contractor shall provide Manual Barrel Collection Service to all Residential Premises, excluding SFD-A Premises, whose Solid Waste is properly containerized in Solid Waste Barrels. As a default, Customers must receive, at minimum, one thirty-two (32) gallon green Barrel for Source Separated Green Container Organic Waste, one thirty-two (32) gallon blue Barrel for Source Separated Blue Container Waste, one thirty-two (32) gallon black Barrel for Source Separated Black Container Waste, and up to four additional Solid Waste Barrels, any combination of black, blue, or green, for a maximum seven (7) Barrels total, for Manual Barrel Collection Services. Extra Barrels, in addition to the default service, shall be subject to additional charge in accordance with Exhibit 1.

5.7.3.2 Supply and Placement of Residential Manual Barrels

Barrels shall be supplied by the Contractor and stored in, and returned to, a location on the Customer's Premises mutually and reasonably agreed to between Contractor and that Customer, but in no event in the City's public right-of-way.

5.7.3.3 Uncontainerized Materials

Notwithstanding any provision in this Agreement to the contrary, (i) Customers using Manual Barrel Collection Service may place clean cardboard next to their blue Barrels and (ii) Food-Soiled cardboard must be placed inside the green Barrel; provided in each case, cardboard is flattened and stacked neatly. All other Solid Waste must be placed inside Customer's Barrels. Contractor shall not be required to Collect any other Solid Waste that is not placed inside a Barrel or Collect any Barrel that is Overflowing or Overweight.

5.7.3.4 Rates for Residential Manual Barrel Collection Service

Contractor shall provide Residential Customers with Manual Barrel Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.7.4 SFD-A Premises

SFD-A Premises shall receive Collection services, including Automated Collection Service, in accordance with Section 5.8.

5.8 Automated Collection Service System, for Commercial Premises, Including Multi-Family Premises, and SFD-A Premises

5.8.1 Provision of Service

Contractor shall provide Solid Waste Collection services to Customers at Commercial Premises, including Multi-Family Premises, and to SFD-A Premises with Containers supplied by the Contractor. Contractor shall perform waste assessments at all Commercial Premises, including Multi-Family Premises, and at all SFD-A Premises in the City to determine the appropriate number and size of Containers and Collection frequency for Solid Waste.

5.8.2 Default Service

Contractor shall determine the appropriate Container size, type, frequency, and quantity for each Customer; provided that, as a default, Customers will receive one 64-gallon Cart for Source Separated Green Container Organic Waste, one 96-gallon Cart for Source Separated Blue Container Waste, and one 1.5-cubic yard Bin for Source Separated Black Container Waste. The appropriate Container size, type, frequency, and quantity for each Customer of Collection will be determined by Contractor, subject to reasonable disapproval of City, following a waste assessment. However, Container size, type, frequency, and quantity must be sufficient to comply with Applicable Law and such that no Solid Waste needs to be placed outside the Collection Container.

5.8.3 Location and Emptying of Containers

Contractor shall place Containers to ensure that the flow of traffic is not impeded. Contractor shall determine the Container location, provided that if City determines the Collection location is a nuisance or safety concern, City shall make the final determination as to where Containers shall be stored on Premises, and from where they will be Collected. Contractor shall replace empty Containers to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. A Cart shall be considered properly located for Collection if it is feasibly accessible by Contractor's side-loading Collection vehicles. Contractor shall not be required to Collect any Solid Waste that is not placed inside a Container or Collect any Container that is Overflowing or Overweight.

5.8.4 Automated Collection Service

Contractor shall use Automated Collection Service to Collect Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black Container Waste from all Commercial Customers, including Multi-Family Customers, and from all SFD-A Customers. Contractor shall not Collect Source Separated Green Container Organic Waste from Commercial Customers, including Multi-Family Customers, that have been granted a waiver by the City. Contractor shall Collect all Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and Source Separated Black Container Waste that is properly placed in Bins or Carts from all Commercial Customers, including Multi-Family Customers, and all SFD-A Customers at minimum one (1) time per week, or more frequently if needed to handle the amount of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, and/or Source Separated Black Container Waste generated at the Premises, or to safeguard public health and safety. Contractor shall provide all Commercial Customers, including Multi-Family Customers, and SFD-A Customers with Automated Collection Service at the Maximum Service Rates specified in Exhibit 1.

5.9 Intentionally Omitted

5.10 Temporary Bin and Roll-Off Box Collection Service

The Contractor shall offer temporary Bin Collection service and temporary Roll-Off Box Collection service to Residential and Commercial Premises, including Multi-Family Premises, for the Collection of Solid Waste or C&D Debris. The Contractor shall deliver and Collect temporary Bins and Roll-Off Boxes at the direction of the Customer. Temporary Bins and Roll-Off Boxes shall be free of graffiti and in good repair and must be clearly marked and identifiable as belonging to the Contactor. In placing temporary Bins and Roll-Off Boxes, the Contractor shall not impede the flow of traffic. The designated Collection location, if disputed by the Customer or the Contractor, shall be determined by the City. Additionally, if in the City's opinion the location of an existing Collection location is inappropriate for aesthetic or safety reasons, City may require the Customer and/or Contractor to relocate the Collection location. Temporary Bin and temporary Roll-Off Box Collection service may require the Customer to obtain a City encroachment permit.

Contractor shall deliver loads of concrete, dirt or any other recoverable material to facilities that recover such materials. Contractor may charge no more than the Maximum Service Rates set forth in Exhibit 1 plus the actual Processing/Disposal cost per ton (net of any rebate for Recyclables).

5.11 Bulky Item Pick-Up Service

Except to the extent such service is provided in accordance with Section 6.6, Contractor shall provide Bulky Item pick-up service to all Customers in accordance with the rates specified in Exhibit 1.

5.12 Transportation, Disposal and Processing Service

Contractor shall Transport all Solid Waste that is Collected in City to a lawfully permitted Transfer facility, Materials Recovery Facility, Processing facility, or Disposal Facility. Source Separated Green Container Organic Waste shall be Transported to and Processed at an Organic Waste Processing facility. Recyclable Materials shall be Transported to and Processed at a Materials Recovery Facility. All other properly deposited Solid Waste shall be Transported to a facility which shall divert materials into Recyclables that can be Processed for recovery, and/or a facility for Solid Waste for Disposal at a landfill. For the avoidance of doubt, Contractor shall not be required to Transport Black Container Waste to a High Diversion Organic Waste Processing Facility. Notwithstanding any provision in this Agreement to the contrary, Contractor shall determine the facilities utilized under this Agreement subject to change by City as provided in Section 15.1 or in the event of public health or safety emergencies.

Contractor shall notify the City in writing each year on or before July 1st to identify all the facilities to which the Contractor will Transport Solid Waste. Contractor shall ensure that, at a minimum, all materials shall be weighed upon delivery to a Processing facility, Materials Recovery Facility or Composting facility, as applicable, and all weight and related delivery information recorded. For those facilities it operates, Contractor will permit visitation by City upon reasonable advance notice during normal operating hours and shall ensure that all scales are regularly maintained, accurate, and in compliance with Applicable Laws. Contractor shall ensure Disposal of any and all residue remaining from the Processing of Recyclable Materials and any non-processable materials in accordance with Applicable Law.

5.13 Contamination Monitoring

Contractor shall meet the SB 1383 Regulations contamination monitoring requirements by complying with Sections 5.13.1 or 5.13.2 as specified below.

5.13.1 Route Reviews

Contractor shall, at its sole expense, on an annual basis, commencing with the quarter after the Effective Date occurs, conduct Contractor Route Reviews for Prohibited Container Contaminants, in a manner

consistent with and as defined in 14 CCR Section 18984.5(b), in a manner deemed safe by Contractor. Containers may be randomly selected along Hauler Routes. Contractor shall develop a hauler review methodology in compliance with 14 CCR Section 18984.5(b) and submit it to City not more than annually upon the request of City.

5.13.2 Facility Waste Evaluations

Contractor shall, at its sole expense, at least twice per calendar year but no more than quarterly, commencing with the quarter after the Effective Date occurs, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c) with respect to waste delivered to a Contractor-owned or -controlled facility, or with respect to information otherwise accessible to Contractor that permits it to perform characterization studies in accordance with Applicable Law. City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall develop a waste evaluation methodology in compliance with 14 CCR Section 18984.5(c), including corrective actions that shall be taken by Contractor in the event of Contamination of greater than twenty-five percent (25%), and submit it to City not more than annually upon the request of City. Waste evaluations shall occur in two (2) distinct seasons of the calendar year. Contractor shall maintain records required under 14 CCR Section 18984.6 related to its compliance hereunder. Reports shall be provided to the City upon request.

5.13.3 Contamination Protocols

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Black, Blue, or Green Container); and may maintain photographic evidence.
2. **First and Second Events.** Upon the first and second discoveries of Prohibited Container Contaminants in a Customer's Container within a given calendar year starting January 1, with the first calendar year starting on January 1, 2025, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Black Container Waste for handling and billing purposes. Contractor shall provide the Customer a "Courtesy Pick-Up Notice." The Courtesy Pick-Up Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Black Container, Blue Container, and/or Green Container; (iv) inform the Customer of the courtesy pick-up of the contaminated waste on this occasion with information that with a third and fourth discovery of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container as described in Exhibit 1; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container, and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) may include photographic evidence. Contractor shall leave the Courtesy Pick-Up Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, or Source

Separated Black Container Waste. Contractor shall report issuance of Courtesy Pick-Up Notices to the City in accordance with Section 8.2.7.

3. **Third and Fourth Events.** Upon the third and fourth discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste if safe to do so and treat the waste as Black Container Waste for handling and billing purposes. Contractor shall provide Customer a "Contamination Fee Notice." The Contamination Fee Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials; (iv) indicate that the Customer will be charged a Contamination Fee as described in Exhibit 1 on their next bill; (v) inform the Customer that with a fifth and any subsequent discoveries of Prohibited Container Contaminants, the Customer may be charged a Contamination Fee for each contaminated Container and Contractor may increase the size of the Customer's Container or require an additional Container(s); and, (vi) include, for any assessed Contamination Fee, digital/visual documentation of Contractor's discovery of Prohibited Container Contaminants. Contractor shall leave the Contamination Fee Notice attached to or adhered to the Customer's contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall attempt to contact the Customer if it appears Customer does not have the appropriate level of service for proper Collection of Source Separated Green Container Organic Waste, Source Separated Blue Container Waste, or Source Separated Black Container Waste. Contractor shall report issuance of Contamination Fee Notices to City in accordance with Section 8.2.7.

4. **Five or More Events.** Upon each of the fifth and any subsequent discoveries of Prohibited Container Contaminants within a given calendar year starting January 1, Contractor will Collect the contaminated waste in the contaminated Container(s) if safe to do so, treat the waste as Black Container Waste for Handling and billing purposes, and charge a Contamination Fee for each event. Contractor shall provide Customer a "Contamination Fee Notice" as described above. Upon five (5) Business Days' notice to City and the Customer, Contractor may (i) increase the size of the customer's Container, require additional Containers to accommodate excessive Prohibited Container Contaminants, or increase collection frequency; (ii) impose a Contamination Fee equal to fees for a period of six (6) months or until the Customer has demonstrated Prohibited Container Contaminants are not in Containers for a period of three (3) consecutive months; and/or (iii) provide notice that Contractor has recommended that City commence any applicable code enforcement action against the Customer. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Customers in order to secure discontinuance of the Prohibited Container Contaminants. All City costs of such action shall be recovered from the offending Customers.

5. **Disputes.** If a Customer disputes, in writing, an assessment of a Contamination Fee within thirty (30) days of the assessment, Contractor will temporarily halt any such assessment and Contractor may request a ruling by the Public Works Director to resolve the dispute. A request by Contractor to the Public Works Director to render a decision on any such dispute must be filed within ten (10) Business Days of receipt of a Customer's written dispute, and Contractor must include written documentation and digital/visual evidence of ongoing overall problems. Upon receipt of such documentation, the Public Works Director will adjudicate the dispute within ten (10) Business Days, and the Public Works Director's decision resolving the dispute between the Customer and Contractor will be final.

5.14 Education and Outreach

5.14.1 City-Specific Website

Contractor shall maintain a City-specific website that fully explains the Contractor's services, the Maximum Service Rates specified in Exhibit 1, the Diversion options available, and allows Customers to submit service changes, inquiries, or complaints. The website must describe and promote the use of the available services for Source Separated Black Container Waste, Source Separated Blue Container Waste, and Source Separated Green Container Organic Waste and include information pertaining to SB 1383 compliance including waiver information and location and contact information of City's Food Recovery Organizations. Contractor will ensure that information provided on the website is maintained and up to date. Content will include proper Container set out, educational materials, newsletters, and program descriptions.

5.14.2 Lists of Acceptable Materials (Website)

Contractor shall maintain an accurate list on its website of acceptable materials for deposit in Containers, by type, as appropriate to encourage source separation.

5.14.3 Education and Outreach Materials

Contractor shall provide education and outreach activities and create and disseminate educational materials to Customers as required by, and in conformance with, Applicable Law, including 14 CCR Section 18985.1. In accordance with the foregoing, Contractor will provide regularly scheduled notices, education materials, billing inserts, or other information disseminated to Customers as required by Applicable Law. Contractor shall maintain records of its education and outreach activities and provide this information upon request to City. All educational materials and informative literature shall be printed and made available in English, Spanish, and Mandarin. City has a shared responsibility to cooperate with Contractor with respect to the education and outreach activities and creation and dissemination of educational materials hereunder.

5.14.4 Available Services Notice and Information

At least annually, Contractor must publish and distribute (by mail or electronically) a notice to all Customers regarding the full range of services offered. The notice must contain at a minimum (i) Contractor's local customer service phone number and website (ii) procedures for properly filling and setting out Containers, (iii) instructions as to what materials may or may not be placed in Containers, (iv) the days when Solid Waste Collection services will be provided and Holidays when Collection Services will not be provided, (v) how to select Container sizes to maximize Diversion, (vi) the fees for overage and contamination in the event of non-compliance, (vii) Bulky Item Collection services, and (viii) the dates and locations of Free Compost Giveaway Days. The notice must be provided in English, Spanish, and Mandarin and must be distributed by Contractor no later than February 1st of each calendar year.

5.15 Edible Food Recovery Support

5.15.1 Identification of Commercial Edible Food Generators

No later than January 1, 2025, and annually every January 1 thereafter, Contractor shall assist City in identifying Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generator and provide to City a list of such Customers, which shall include the following information: Customer name, service address, contact information, Tier One or Tier Two classification, and type of business.

5.15.2 Identification of Edible Food Recovery Organizations

To support City's efforts to promote Edible Food Recovery programs Contractor shall maintain, and update annually each January 1, a list of Food Recovery Organizations and Food Recovery Services and information

about Edible Food Recovery on Contractor's website, which is specific to City and shall provide a link to information about City's Edible Food Recovery programs on Contractor's website.

5.15.3 Maintain and Promote Listings

Contractor shall cooperate with and assist City with the distribution of information to Commercial Edible Food Generators and Food Recovery Organizations regarding City's Edible Food Recovery programs.

5.16 Provision of Recovered Organic Waste Products

Contractor shall assist City in procuring sufficient quantities of Compost or Mulch, at composition levels to be determined by Contractor, to allow City to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1, at no cost, with such per capita procurement amounts prorated during any partial calendar year starting January 1 under this Agreement. Contractor shall comply with the recordkeeping and verification requirements of 14 CCR Section 18993.2. Upon request of City, Contractor will meet and confer with City to discuss an amendment intended to establish a program that would be designed to assist the City in securing sufficient quantities of California-derived Renewable Natural Gas, if commercially available to Contractor, to meet the City's required annual per capita procurement of products produced in accordance with 14 CCR Section 18993.1.

5.17 Emergency or Disaster Recovery Service

In the event of a tornado, major storm, earthquake, fire, natural disaster, or other natural disaster or similar emergency event, Contractor agrees to (ii) provide disaster recovery support to a reasonable degree, upon request by City and (ii) the City may grant the Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. In the event Contractor receives a variance, Contractor must advise the City when it is anticipated that normal routes and schedules can be resumed. The City will make an effort through the local news media to inform the public when regular services may be resumed. For work performed hereunder, which may include the hauling of debris; special handling such as burrito wrapping (tarping a load with plastic to prevent debris from escaping); temporary storage of debris where feasible; additional Disposal; use of different facilities; and documentation of debris type, weight, and Diversion, Contractor will receive additional and reasonable compensation, above the normal compensation contained in this Agreement, to cover the costs of all documented expenses based on Contractor's actual costs plus a reasonable profit provided Contractor has first secured written authorization and approval from City.

6 Other City Services

6.1 City Public Facilities Collection

Contractor shall Collect, Transport, Recycle, Process, and/or Dispose of all Solid Waste produced by City at City Facilities without charge to the City.

6.2 City Special Events Collection

Contractor shall Collect, Transport, Recycle, Process, and/or Dispose of all Solid Waste produced at City's annual Fourth of July celebration and up to ten (10) other, annual special events, as reasonably requested by City, such as concerts in the park, farmer's market (provided the market is operated by the City or a non-profit corporation) and similar community celebrations without charge to the City.

6.3 City Bus Stop Barrel Collection

Contractor shall Collect, Transport, and Dispose of Solid Waste deposited in Barrels at City bus stops at the locations and by the schedule set forth in Exhibit 2, without charge to the City or Customer. The times, days, and Barrel locations specified in Exhibit 2 may be modified from time-to-time upon request of Contractor, upon approval of the Public Works Director, whose agreement shall not be unreasonably denied. Contractor shall empty the bus stop Barrel(s), supply the new Barrel liner, and replace the Barrel liner. Contractor shall remove any Solid Waste outside of the Barrel(s) at the bus stop and pressure wash as needed.

Notwithstanding any provision in this Agreement to the contrary and starting on the Effective Date, Contractor shall provide Bus Stop Barrel Collection without charge to City or Customers, provided that upon any notice as specified in Section 4.2 Contractor shall bill the City its then-existing rates for Bus Stop Barrel Collection set forth in Exhibit 1. Thereafter, Contractor shall invoice the City on the first Business Day of each month for Bus Stop Barrel Collection services rendered during the preceding month.

6.4 City Street Sweeping Service

Contractor shall provide Street Sweeping Service within City in accordance with Exhibit 3.

6.5 Compost Giveaway Events

Beginning January 1, 2025, at no additional cost to City or Customers, Contractor shall host two (2) "Compost Giveaway" events per calendar year, offering free Compost to Customers. Contractor shall host each event at a time and location mutually agreeable between the City and Contractor. During the event, Contractor shall distribute literature on SB 1383 compliance. All literature distributed at the event shall be printed and made available in English, Spanish, and Mandarin.

6.6 Free Bulky Item Collection Program

At no charge to City or Customer, Contractor shall provide one (1) curbside Bulky Item pick-up for up to five (5) Bulky Items per calendar quarter per Customer at Single Family, SFD-A, and Multi-Family Premises. Such service will be provided on a "use it or lose it" basis each calendar quarter. Customer or its representative shall notify Contractor at least one (1) Business Day in advance of scheduling the no-charge curbside Bulky Item pick-up. Collection shall be scheduled for the next regularly scheduled Collection day after receipt of a request or thereafter upon mutual agreement of Customer and Contractor. Any additional or expedited Bulky Item pick-ups shall be done in accordance with Section 5.11. Further, Contractor may collect Bulky Items from multiple jurisdictions on a single Collections route and, if so, will report to City tonnage utilizing a "volumetrics" methodology consistent with Contractor's practices in similarly situated jurisdictions.

6.7 Holiday Tree Collection

Contractor shall provide Holiday tree Collection for all Residential Premises, including SFD-A Premises, and Multi-Family Premises. Holiday trees must be placed at the curb or near a Customer's Container(s) for Collection during the three-week Collection period beginning January 2nd each calendar year during the term of this Agreement. Contractor must deliver the Collected Holiday trees to an appropriate facility for Disposal and/or Processing. This annual service will be provided at no additional charge to the Customer. Contractor is not required to divert Holiday Trees with tinsel, flocking, or ornaments.

7 Customer Billings, Charges, and Rates

7.1 Billings for Collection Services

Contractor is responsible for the billing and collection of payments for all services provided under this Agreement. Contractor shall bill Residential Customers, excluding SFD-A Customers, quarterly in advance for all services and Commercial Customers and SFD-A Customers monthly in advance for all services. The amount charged to Customers for all services shall not exceed the Maximum Service Rates established in Exhibit 1, as such rates may be adjusted under this Agreement.

7.2 Partial Month Service

If, during a month, a Customer is added or deleted, Contractor's billing will be pro-rated based on the weekly service rate (i.e., the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Customer).

7.3 Production of Invoices

Contractor shall prepare, mail, or electronically transmit, and collect bills (or shall issue written receipts for cash payments) for services provided by Contractor under this Agreement. Billing shall not be permitted more than fifteen (15) days prior to the initiation of Collection service period. Bills shall not be subject to late notification or charges until thirty (30) days following the closing day of the service period. Contractor shall include a customer service e-mail address and phone number on all billing notices. Contractor shall accept payment by check, credit card or ACH debit. Billings shall include sufficient space on the statement to accommodate up to twenty (20) typed characters as specified by the City. City shall have the right to revise the billing format, provided that reasonable notice is given. Where it has been determined that a Customer has overpaid for service for any reason, Contractor must provide the Customer a credit against future invoices or a refund (where the account is closing or as selected by the Customer, and where the refund amount exceeds the lesser of the regular invoicing amount or $200) within thirty (30) days of such determination.

7.4 Late Fees

Contractor may assess Customers a late payment fee of ten percent (10%) of the outstanding balance of any invoice after sixty (60) days, plus interest on the outstanding balance not to exceed an annual rate of twelve percent (12%). Such fees will be assessed if the outstanding balance is Five Dollars ($5.00) or greater.

7.5 Delinquent Service Accounts

The Contractor may discontinue service to a Customer who is delinquent in paying for services rendered no earlier than sixty (60) days after the last day of the billing period or that date on which the billing for the service period is delivered to the Customer, whichever is later. For this purpose, delivery of the billing shall include the date such billing is deposited by to Contractor into the U.S. Mail or delivered electronically. The Contractor shall notify the Customer and the Public Works Director or designee in writing of its intent to discontinue service not less than ten (10) Business Days before such discontinuation shall occur.

7.6 Annual City Approval of Maximum Service Rates

On or before May 1, 2027, and annually each May 1 during the Term of this Agreement, the Contractor shall notify the Public Works Director of the annual rate adjustments to the affected Maximum Service Rates. No later than each June 1, City shall notify Contractor of City's agreement or disagreement with Contractor's calculation of Maximum Service Rates. Any such agreement or disagreement shall occur at the administrative level.

7.7 Adjustments to Maximum Service Rates

Beginning on July 1, 2027, and each July 1 thereafter during the Term, Contractor shall, subject to compliance with all provisions of Section 7.8 and each subpart therein, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1.

7.8 Annual Rate Adjustment Formula

Each of the Maximum Service Rates provided by this Agreement consists of the Operations Component and the Disposal Component.

7.8.1 Operations Component

The Operations Component includes Contractor's then-current operational rate to Collect all Solid Waste, including Recyclable Materials and Organic Waste, from all Customers described in Section 5 according to the terms set forth in this Agreement. Also included in the Operations Component is Contractor's then-current operational rate to Transport all Solid Waste to the appropriate facility(ies). For the rate year beginning July 1, 2027 and each July 1 thereafter, the Operations Component is to be adjusted in proportion to the percentage change in Trash CPI for the immediately previous twelve-month period (March through February) plus one percent (+1%).

7.8.2 Disposal Component

The Disposal Component shall be based on the per ton costs incurred by Contractor for Disposal and Processing of all Solid Waste, including gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) to Dispose and/or Process Solid Waste at the appropriate facility(ies). The Disposal Component is to be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or Tipping Fees (inclusive but not limited to all taxes and surcharges) at the appropriate facility(ies). Such Disposal Component adjustment shall not exceed the percentage change in Trash CPI for the immediately previous twelve-month period (March through February) plus one percent (+1%), as described above.

7.9 Special Rate Adjustment

In the event circumstances beyond the control of Contractor impose or generate extraordinary cost in the performance of the Agreement, including but not limited to unanticipated increases in Disposal and operational costs in excess of Trash CPI plus one percent (+1%), Contractor may petition City to determine if an adjustment in compensation is warranted to avoid undue financial hardship on Contractor. For each request, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate of extraordinary costs. City shall review Contractor's request and, in City's sole judgment, make the final determination on the adjustment, provided, however, that approval of such request not be unreasonably withheld. Further, the Parties agree that if Contractor uses a Disposal Facility other than the San Bernardino County landfill system, subject to City approval, then increases or decreases in the Tipping Fee portion of the Disposal Component for such alternate Disposal Site may be adjusted in excess of the percentage change in the Trash CPI plus one percent (+1%), in accordance with this Section 7.9.

7.10 Proposition 218

7.10.1 Hearing Procedures

At the City's election, in the City's sole discretion and without admitting the applicability of Proposition 218 (California Constitution Article XIII D) to the rates specified in Exhibit 1, City may determine to comply with

the hearing and other requirements of Proposition 218 and the Proposition 218 Omnibus Implementation Act ("Proposition 218") with respect to the City's adjustment of the rates required to be paid by Customers.

7.10.2 Rate Invalidation Procedures

Within thirty (30) days of an Invalidation Action, City must provide written notice to Contractor identifying such action, with a written justification explaining why City is prohibited or disallowed from establishing, implementing, or adjusting Maximum Service Rate(s), in whole or in part ("Invalidation Notice"). Upon Contractor's receipt of an Invalidation Notice, Contractor will present an accounting of the amounts otherwise due and payable to Contractor but for the Invalidation Action. City and Contractor shall immediately meet and confer and agree to discuss (i) revisions to the schedule of Maximum Service Rates or City payment that may be acceptable to Contractor and/or (ii) adjustments to the services and programs in order to provide minimum State mandated services and programs within the then existing schedule of Maximum Service Rates ("Response Actions"). City and Contractor will negotiate in good faith and will not unreasonably withhold agreement to such Response Actions. If City and Contractor do not reach an agreement within sixty (60) days of the Contractor's receipt of the Invalidation Notice, or as extended by mutual agreement of the parties, Contractor may, notwithstanding Sections 4.1 and 4.2, terminate this Agreement at any time without cause or penalty, provided that termination shall not be effective until at least thirty (30) days' after Contractor issues a written notice of termination. During such period, Contractor will cooperate with City to transition services to City or its designee. Contractor's rights hereunder are in addition to any other rights of Contractor upon the invalidation of any Maximum Service Rate(s) that would otherwise be due and payable to Contractor.

8 Recordkeeping and Reporting

8.1 Recordkeeping

8.1.1 Accounting Records

Contractor shall maintain financial statements and other relevant information consistent with generally accepted business practices pertaining to Collection services provided under this Agreement, prepared on an accrual basis. The City retains the right, upon reasonable notice, to inspect and audit Contractor's financial statements and records with respect to services provided pursuant to this Agreement to confirm compliance and the calculation of Maximum Service Rates pursuant to Section 7 (Customer Billings, Charges, and Rates) and Section 9 (Fees Paid to City). The Parties acknowledge and agree that Contractor's financial information and records constitute proprietary information and trade secrets of Contractor. All financial information provided to City shall be held strictly confidential and not publicly disclosed, to the maximum extent permitted by law, and City shall use its best efforts to prevent any such disclosure. In the event that the audit concludes that Contractor is not in compliance and such non-compliance is material, which shall mean any underpayments greater than $50,000 or more as adjusted annually each July 1 by CPI, Contractor shall reimburse the City for the full cost of the audit plus any underpayments discovered during the audit.

8.1.2 Records Preservation

Contractor shall keep and preserve, during the Term of this Agreement, and for a period of not less than five (5) years following expiration or other termination hereof (or such longer time period if required by Applicable Law), full, complete, and accurate records, including all cash, billing and Disposal records, as indicated in the Agreement.

8.1.3 Materials Records

Contractor must maintain records of the quantities of (i) Residential, including, SFD-A, Multi-Family and Commercial Solid Waste Collected and Disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, (iii) Organic Waste by type, Collected, purchased, Processed, sold, donated or given for no compensation, and residue Disposed under the terms of this Agreement, and (iv) Construction and Demolition Debris Collected and Disposed under the terms of this Agreement.

8.1.4 Senate Bill 1383 Implementation Record

Notwithstanding any provision in this Agreement to the contrary, Contractor shall prepare and maintain the records identified in 14 CCR Section 18995.2(f), arising from the Organic Waste Collection services performed by Contractor and assist City in reporting such information.

8.1.5 Other Records

Contractor must maintain all other records reasonably related to provision of Solid Waste Handling Services and compliance with AB 939, AB 341, AB 1826, SB 1383, and all Applicable Laws, whether or not specified in this Agreement.

8.1.6 Access to Records

Contractor shall provide City with business hours access to and any necessary training for use of a Contractor-hosted recordkeeping system in order to validate Contractor performance in accordance with the Organic Waste program. City reserves the right to require Contractor to periodically submit all reports

and information by electronic means in a format approved by the City. The City also reserves the right to require Contractor to transfer Customer data periodically electronically to a City-selected web-based software platform.

8.2 Quarterly Reporting

Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of quarter in which the receipts are collected and must be provided electronically using software acceptable to the City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next Business Day. Quarterly reports to City must include:

8.2.1 Franchised Tonnage and Service Data

Contractor must report the number of unique Residential, including SFD-A, Commercial and Multi-Family Dwelling accounts serviced, tonnage of Solid Waste Collected and Processed for Diversion broken down by Container type, and residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities and accounts should be broken down by Single-Family Premise (excluding SFD-A Premises), SFD-A Premise, Multi-Family Premise, Commercial Premise, and City Service Collection services. Reports must have tonnage assigned appropriately to Residential and Commercial generators.

8.2.2 Franchise Fee Payment Reporting

The report must include an accounting of Contractor's Gross Receipts received during the preceding quarter and the calculated Franchise Fee.

8.2.3 Overweight Vehicle Reporting

The quarterly report must include a summary total of all instances of Overweight Collection vehicles. This summary must include the number of Overweight vehicle instances expressed as a percentage of the total number of Collection vehicle loads transported during the reported quarter.

8.2.4 Non-Collection

The quarterly report must include a summary of each service unit receiving a Non-Collection Notice in the previous quarter.

8.2.5 On-Hold

The quarterly report must include each service unit that was not billed in the previous quarter due to vacation hold, vacancy etc.

8.2.6 Collection Overage Charges

The quarterly report must include each service unit incurring a charge for a Solid Waste Overage in the previous quarter.

8.2.7 Contamination Reporting

To the extent required by Applicable Law, the quarterly report must include a summary of all instances of qualifying contamination under the procedures in Section 5.13. This summary must include the total number of accounts where contamination occurred (where Courtesy Pick-Up Notices were issued), the total number of Contamination Fee Notices issued by Contractor to Customers, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within twenty (20) Business Days of request by City, Contractor will provide copies of the Contamination Fee Notices and the digital documentation of Prohibited Container Contaminants.

8.2.8 Customer Service Log

The quarterly report must include the Customer service log collected from the previous quarter as required in Section 10.3.2 of this Agreement.

8.2.9 Data Transfer

If required by City, Contractor shall submit all reports by electronic means in a format compatible with the City's computers and software. At Contractor's expense, Contractor will provide City with business hours access to and any necessary training for use of a Contractor-hosted records systems in order to obtain and transfer Customer data.

8.3 Annual Reporting

An annual report must be submitted no later than 5 p.m. PT on March 1, 2025 and each March 1st thereafter for the previous calendar year. If March 1st falls on a day that City is closed, then the report will be due on the next Business Day. Annual reports must be provided electronically in software acceptable to the City. Annual reports shall summarize all information provided in the Quarterly Reports for the previous calendar year. In addition, the annual report shall include the following:

8.3.1 Organic Waste Data

Contractor shall provide an annual report of the information identified in 14 CCR Section 18994.2.

8.3.2 Financial Report

The number of Single-Family (including SFD-A), Commercial and Multi-Family service units provided with Collection Services by service type, Container size, frequency of service and current billing rate including any additional services, the Contractor's Gross Receipts for each type of service unit, and the amount received for the sale of Recyclable Materials.

8.3.3 Education and Outreach Report

Contractor shall document all education and outreach activities conducted throughout the calendar year including, but not limited to, City event participation, school visits, site visits and waste assessments completed, bill inserts distributed, and tours and other activities related to the provision of Collection Services.

8.3.4 Property Damage and Personal Injury

A description of all cases of property damage and personal injury that have occurred while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.5 Traffic Citations

A copy or description of all traffic citations received while providing services for City pursuant to this Agreement in the immediate past calendar year.

8.3.6 Collection Container and Vehicle Inventory

An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection vehicles including for each vehicle: make, model, year, license number, identification number and ownership, route number, date purchased, vehicle type, and tare weight.

8.3.7 Customer Service Log

A copy of the Customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

8.3.8 Summary Narrative

A summary narrative of problems encountered with Collection and Processing activities and actions taken. Indicate type and number of notices left at Customer locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity, and similar information. Include description of Processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

8.4 CalRecycle Reports

Contractor will prepare and submit annual reports to CalRecycle (the "Electronic Annual Report" or EAR), that includes, but is not limited to, supplying required data for preparation of the reports and completing all required data input in CalRecycle's reporting system. In the event that CalRecycle requires City to report an "Implementation Schedule" to comply with Applicable Law, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with Applicable Law and how Recycling or Organics are Collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of Route Reviews, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media. CalRecycle reports shall be provided to the City for review and approval no less than thirty (30) days prior to the report due date.

9 Fees Paid to City

9.1 Franchise Fee

In consideration of the rights provided to Contractor herein and as set forth in Section 3.1 of this Agreement, for the entire Term of this Agreement, Contractor shall pay City, in accordance with Section 9.4, a Franchise Fee of ten percent (10%) of all Gross Receipts received by Contractor under this Agreement. The Franchise Fee may be adjusted by resolution of the City Council. In the event the City adjusts the Franchise Fee, the City shall adjust the Maximum Service Rates by a commensurate amount to reimburse Contractor for additional Franchise Fee costs.

9.2 Recycling Revenue Sharing

On a quarterly basis (within forty-five (45) days after each quarter), Contractor shall remit (or cause the operator of the MRF at which Contractor deposits Solid Waste Collected within the City) to City twenty-five percent (25%) of the net revenue generated from sales of Recyclable Materials Collected by Contractor within the City. For purposes of this Section, net revenue shall mean Gross Receipts generated from such sale minus any amount paid to the users of the Recyclable Materials as incentives to divert materials. Contractor shall, on an annual basis, provide to the City a report describing the quantity of Recyclable Materials, the dollar value of those sold and the net revenue paid to the City, and explain the reasons, therefor.

9.3 Solid Waste Handling Fee

Commencing on December 1, 2031, and on each seventh anniversary thereafter, provided neither party has given Notice of Intent to Wind-Down as provided in Section 4.2, Contractor shall remit to City an amount equal to $84,782.90, as adjusted herein, to be used toward facilitating City's Solid Waste Handling operations ("Solid Waste Handling Fee"). The Solid Waste Handling Fee shall be adjusted in proportion to the percentage change in the CPI for the seven (7) previous twelve-month periods (March through February). Upon any notice as provided in Section 4.2, this Section 9.3 shall be of no further force or effect and Contractor shall not be obligated to pay any further fees under this Section 9.3

9.4 Time and Method of Payment; Late Fees

Fees owed to City shall be computed and paid based on Gross Receipts received each calendar quarter. Contractor shall prepare and mail such remittance on a quarterly basis to the Finance Director, and such remittance must be delivered or postmarked no later than forty-five (45) days following the end of each quarter.

Contractor shall pay interest on all unpaid, undisputed fees at the rate of six percent (6%) per annum from the date the fees were due and payable to the date actually paid.

If a delay is due to extenuating circumstances, Contractor must request approval in writing from the Public Works Director at least five (5) Business Days prior to the date on which fees and reports are due. City shall contact Contractor within three (3) Business Days of receiving request for submission delay as to whether delay shall be permitted.

9.5 Disputes

In the event of any disputes between the Contractor and the City with respect to the fees described in this Section 9, the City shall provide the Contractor with written objection within 180 days of the receipt of the report described in Section 8.2.2, indicating the portion of the report that is disputed and providing all reasons then known to the City for its objection to or disagreement with such amount. All amounts paid may be subject to independent financial audit and recompilation by the City. If, after a financial audit, such

recompilation indicates an underpayment or if an underpayment is determined by agreement, mediation, legal proceeding or otherwise, Contractor shall pay to City the amount of the underpayment, with interest thereof at the rate set forth in Section 9.1 from the date the underpayment amount was due to the City. If the objection was in good faith and the underpayment exceeds three percent (3%), Contractor shall reimburse City for all reasonable costs and expenses incurred in connection with the dispute within ten (10) Workdays of receipt of written notice from City that such is the case. If, the review indicates an overpayment, City shall notify Contractor in writing of the amount of the overpayment. Contractor may offset the amounts next due following receipt of such notice by the amount specified therein. Nothing contained in this subsection shall limit the authority of any authorized officer of the City or any other governmental agency to raise a further objection to any amount billed by the Contractor pursuant to an audit conducted pursuant to Applicable Law.

10 Quality of Performance of Contractor

10.1 City-Contractor Meetings

The Parties shall meet and confer at least once per quarter, upon the request of any Party, to discuss any matters arising from or relating to the Agreement as determined by the requesting Party.

10.2 Collection Performance Standards

10.2.1 Hours of Collection

The collection of Solid Waste shall only occur between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and between the hours of 7:00 a.m. and 12:00 p.m., Saturday. Collection services will not take place on Sundays. Collection earlier than 7:00 a.m. may be authorized upon written approval of the Public Works Director; provided, that Contractor gives written notice to the affected Customers at least ten (10) days prior to the earlier Collection. To the extent reasonably possible, Collections on each route shall commence at the same point, at the same time and follow the same route each time Collections are made.

10.2.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required to provide Collection services or maintain office hours on these designated Holidays. In any week in which one of these Holidays falls on a Workday, Residential Collection Services for the Holiday and each Workday thereafter will be delayed one Workday for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.

10.2.3 Accessibility

Contractor must Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor may provide "push services" and "stinger/scout truck services" as necessary at the Maximum Service Rates set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the Collection vehicle, moving the Collection Containers from their storage location for Collection and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

10.2.4 Manner of Collection

The Contractor must Collect Solid Waste with as little disturbance as possible and must leave any Container in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and may not trespass nor cross property to the adjoining Premises unless the occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings.

10.3 Contractor's Customer Service

10.3.1 Customer Service Representative and Performance Standards

All service inquiries and complaints will be directed to Contractor. A representative of Contractor must be available to answer inquiries and receive complaints during normal business hours. All service complaints will be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Customer, the matter will be reviewed, and a decision made by the Public Works Director.

Contractor shall maintain a local telephone number and maintain telephone listings in the directories of the telephone companies servicing Customers in the name by which the firm is most commonly known.

Contractor shall not repeatedly allow Customer service calls to be put on hold for longer than two minutes.

Contractor shall not repeatedly allow Customer service calls to ring more than ten (10) times.

Contractor's Customer service representatives will treat all Customers in a friendly and courteous manner.

Contractor's Customer service representatives will be fully knowledgeable about this Agreement and the services provided hereunder.

10.3.2 Customer Service Log

Contractor shall maintain a written record of all service requests and complaints received, including the name, address, and telephone number of the Customer, a description of the service requests and/or complaints, the time the service request and/or complaint was received, the action taken in response to the service request/complaint, and the time the responsive action was taken. Contractor shall provide City with a copy of the written Customer Service Log as described in Section 8.3.7.

10.3.3 Complaints and Claims

In the event any Customer reports to the Public Works Director a complaint or claim has not been resolved to the Customer's reasonable satisfaction, the Public Works Director may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or action taken to resolve the complaint or claim. If, in the reasonable opinion of the Public Works Director, Contractor's remedies proposed and action taken are insufficient to resolve adequately the complaint or claim, then the Public Works Director may require Contractor to carry-out an alternative reasonable remedy process intended to resolve the complaint or claim. The remedies will be carried out at no cost whatsoever to City, unless otherwise specified by the Public Works Director. For those complaints related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will apply.

10.3.4 Missed Collections

For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Workday, Contractor will return to the Service Unit address and Collect the missed materials before leaving the City for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Workday, Contractor will have until the end of the following Workday to resolve the complaint.

10.4 Collection Vehicle Requirements

10.4.1 General

Contractor shall provide vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement.

10.4.2 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation so as to prevent an interruption of services Citywide. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

10.4.3 Appearance

Contractor shall paint each vehicle periodically (including performing all necessary body work), as frequently as necessary to keep clean and in good repair. Contractor shall mark the rear, and both sides of each vehicle

with the Contractor's name, telephone number, and a vehicle number in letters contrasting sharply with the color of the truck and not less than six (6) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

10.4.4 Maintenance

Contractor shall perform all scheduled maintenance functions upon Collection vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection vehicles maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

10.4.5 Emissions

Contractor's Collection vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, California Air Resources Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

10.4.6 Noise

Contractor’s vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy-five (75) decibels (dB) twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any Collection vehicle which City or Contractor has received more than two complaints from different Customers regarding excessive noise in a twelve-month period.

10.4.7 Safety

Each vehicle used for Collecting, Transporting, Transferring, handling, Processing, or Disposing of Solid Waste shall be equipped with an audible warning device that is activated when the vehicle is backing up.

10.4.8 Litter Abatement and Minimization of Spills

Each truck shall be constructed and used so that Solid Waste, oil, grease or other fluids or liquids will not blow, fall or leak out of the truck onto the street. All Solid Waste shall be Transported by means of vehicles equipped with water-tight bodies fitted with close fitting metal covers. If any Solid Waste is dropped or spilled in Collecting, Transferring or Transporting, it shall be immediately cleaned up. A broom and shovel shall be carried on each truck at all times for this purpose. Any equipment oil, grease or any other fluids or liquids spilled must be covered immediately with an absorptive material and removed from the street surface. Contractor must notify the City’s Public Works Director within two (2) hours of any spills resulting from Contractor’s operations or equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City’s Public Works Director to be compliant with the City’s stormwater permit. If required by Applicable Law, Contractor shall undertake any reporting and/or assist in the reporting related to any spill. If Contractor has not cleaned up such droppings or spill within a reasonable time then all expenses incurred by City in the collection and disposal of any such spilled or dropped Solid Waste, oil, grease or other fluids or liquids shall be paid to City, on demand, by Contractor.

10.4.9 Inspection of Vehicles

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code. Upon request of the Public Works Director, Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports (including all attachments) to City within thirty (30) days of its receipt of such reports. Upon request of the Public Works Director, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity. Contractor shall make its BASIC Score as derived by the Federal Motor Carrier Safety Administration available to City upon request by the Public Works Director. City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

The Chief of Police, Public Works Director or City Manager may authorize the removal of any vehicle from service if said vehicle is found to be in noncompliance with the California Vehicle Code. Vehicles shall not be returned to service until duly authorized by the Chief of Police or the Public Works Director.

10.4.10 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations promulgated thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates and reports available for inspection upon request by the Public Works Director.

10.5 Containers

10.5.1 New Barrels for Residential Manual Barrel Collection Service

Contractor is required and shall provide new Barrels (Black, Blue, and Green) to all Customers receiving Residential Manual Barrel Collection Service. Contractor shall, in good faith, make efforts to diligently provide the new Barrels to Customers without undue delay beginning as of the Effective Date and shall coordinate with the City in that effort, including determining a reasonable and timely delivery schedule for all new Barrels subject to availability.

Subsequent to the delivery of the new Barrels, Contractor will provide one-time free pick-up of Barrels currently in use by Customers (“Used Barrels”). Contractor and City shall coordinate and agree as to when and how the pick-up will be accomplished and how noticing will be provided to Customers. If Customer authorizes the pick-up of the Used Barrels, Contractor shall Recycle or properly Dispose such Used Barrels. Contractor shall also Collect Solid Waste in any Used Barrels at the time of pick-up.

10.5.2 Container Collection; Tagging

Contractor shall only be required to Collect Containers that are delivered by Contractor and comply with SB 1383. Contractor will not Collect Containers that are not supplied by Contractor. Contractor shall “tag” any Containers set for Collection that are not supplied by Contractor and do not comply with SB 1383.

10.5.3 Ownership of Collection Containers

Ownership of Collection Containers distributed by Contractor is vested in Contractor.

10.5.4 Container Labeling Requirements

Contractor shall, in accordance with 14 CCR Section 18984.8, imprint or place a label on the body or lid of each new Container that has been provided by Contractor to a Customer that includes language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that Container. The imprint or label shall include Contractor company name and telephone number.

10.5.5 Container Color Requirements

Notwithstanding any provision in this Agreement to the contrary, all Containers provided by Contractor to Customers must comply with the color requirements specified in 14 CCR Section 18984.7 under the timelines and requirements of such section. Containers shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each Container type, as follows: (i) Black Container bodies and lids shall be black; (ii) Green Container bodies and lids shall be green; and (iii) Blue Container bodies and lids shall be blue. Hardware such as hinges and wheels on the Containers may be a different color than specified herein.

10.5.6 Handling of Collection Containers

All Collection Containers shall be placed upright. Containers shall not be placed or thrown on streets, alleys, highways, or adjoining property. Contractor and Contractor's agents or employees shall not cause Collection Containers to be thrown from the truck to the pavement or parkway, or in any other way break or damage or roughly handle the same. Any claim for damage to Containers, resulting from misuse or rough handling of the Containers by Contractor, shall be presented to Contractor by Customer. Contractor shall make a decision concerning settlement within five (5) Business Days after receipt of such claim.

10.5.7 Repair of Collection Containers

Contractor is responsible for repair of Collection Containers. Within five (5) Workdays of notification by City or Customer of the need for such repairs, Contractor must repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Customer. Collection Container repair also includes the removal of graffiti from the Collection Container.

10.5.8 Replacement of Collection Containers

Contractor's employees must avoid damage to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Customer. Contractor shall replace up to one (1) lost, destroyed, or stolen Barrel per calendar year at no charge to the Customer unless such loss or destruction is caused by Customer. Contractor will be compensated for the cost of all other replacements at the Maximum Service Rates set forth in Exhibit 1. Contractor must deliver a replacement Collection Container to Customer within five (5) Workdays.

10.5.9 Container Exchange

Upon notification to Contractor by City or Customer that a change in their Collection Containers is required, or if Contractor deems a change is necessary to provide services in accordance with Applicable Law subject to City disapproval, Contractor must deliver such Collection Containers to such Customer within five (5) Workdays. Contractor is allowed to charge the Customer for the cost of exchanges in accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may be adjusted by City

under this Agreement. Additional Collection Containers or different size Collection Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

10.5.10 Newly Painted Bins and Roll-Off Containers

Contractor shall supply newly painted Bins and Roll-Off Containers in good condition which comply with Collection Container specifications in Section 10.5. If any changes to these specifications are adopted after the Effective Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contactor will be eligible for additional compensation in accordance with Section 15.1.

10.5.11 Bin and Roll-Off Signage, Painting, and Cleaning

All metal Bins and Roll-Offs of any service type furnished by Contractor must be either painted or galvanized. All metal or plastic Bins and Roll-Offs must display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-Off and must be kept in a clean and sanitary condition. Bins and Roll-Offs should be free of dents and newly painted at the start of this Agreement and painted as needed to maintain an orderly appearance throughout the Term of the Agreement, but not less frequently than once every three (3) calendar years. Bins and Roll-Offs may be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

10.5.12 Safety Markings

All Collection equipment used by Contractor must have appropriate safety markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

10.6 Personnel

10.6.1 General Requirements

Contractor must employ and assign qualified personnel to perform all services required under this Agreement.

In providing services for City, Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or sexual orientation. Contractor shall take affirmative action to ensure such non-discrimination. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor shall, in all solicitation or advertisements for employees placed by or on behalf of Contractor, state that qualified applications will receive consideration for employment without regard to race, creed, color, national origin, sex or sexual orientation.

City may request the transfer of any employee of Contractor who materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of his or her duties under this Agreement.

Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, must bear some means of individual photographic identification such as a name tag or identification card.

Each driver of a Collection vehicle must at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

Subject to written notice by City, Contractor may be required to submit to the Chief of Police, for fingerprinting, all employees involved in Collecting, Hauling or Disposal of Solid Waste, subject to any conditions imposed by Contractor's Labor Agreement.

Contractor's employees, officers, and agents may not identify themselves or in any way represent themselves as being employees or officials of City.

10.6.2 Route Supervisor

Contractor must assign a qualified supervisor to be in charge of the Collection service within the City and must provide the name of that individual in writing to the Public Works Director no later than January 1, 2025, and any other time the individual in that position changes. The supervisor must be available to the Public Works Director through the use of telecommunication equipment at all times that Contractor is providing Collection services. In the event the supervisor is unavailable due to illness or vacation, Contractor must designate an acceptable substitute who will be available and who has the authority to act in the same capacity as the Route Supervisor.

10.6.3 Contract Manager

Contractor must designate an individual who serves the function equivalent to a "Contract Manager" and must provide the name of that individual in writing to City no later than January 1, 2025 and any other time the individual in that position changes. The Contract Manager must be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection services in the City. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

11 Insurance and Performance Bond

11.1 Insurance Policies

Contractor must secure and maintain throughout the Term of this Agreement insurance as described in this Section 11 against claims for personal injury or damages to property which may arise from or in connection with Contractor's performance of work or services hereunder or the actions or inactions of Contractor in connection with Contractor's performance. Contractor's performance of work or services includes performance by Contractor's employees, agents, representatives, and subcontractors. City does not, and shall not, waive any rights against Contractor which it may have by reason of the hold harmless and indemnity agreements or the deposit by Contractor of the insurance policies described in this Section. The insurance required is in addition to and separate from any other obligations contained in this Agreement.

11.2 Minimum Scope of Insurance

Insurance coverage must be at least this broad:

1. Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.
2. Insurance Services Office Form No.CA 0001 (Ed. 12/93) covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.
4. Environmental Pollution Liability Insurance.

11.3 Minimum Limits of Insurance

Contractor must maintain insurance limits no less than:

11.3.1 Comprehensive General Liability

$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement, or the general aggregate limit must be $10,000,000. The required limits can be satisfied with an umbrella/excess liability policy.

11.3.2 Automobile Liability

$5,000,000 combined single limit per accident for bodily injury and property damage.

11.3.3 Workers' Compensation and Employers Liability

Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

11.3.4 Environmental Pollution Liability

$5,000,000 per occurrence and $10,000,000 aggregate. Should coverage be claims made, coverage shall continue for five (5) years following the termination of this Agreement or should coverage be cancelled, tail or run-off coverage shall be purchased by Contractor for no less than five (5) calendar years. Coverage shall

include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

11.4 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to City's risk manager and approved by the City. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City's risk manager.

11.5 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

11.5.1 General Liability, Automobile and Environmental Liability Coverage

1. City, its elected officials, officers, employees, agents, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased, or used by Contractor; and automobiles owned, leased, hired, or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its elected officials, officers, employees, agents, and contractors.
2. Contractor's insurance coverage must be primary insurance as respects City, its elected officials, officers, employees, agents, and contractors. Any insurance, or self-insurance maintained by City will be in excess of Contractor's insurance and will not contribute with it.
3. Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its elected officials, officers, employees, agents, or contractors.
4. Coverage must State that Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The automobile liability policy shall be endorsed to delete the pollution and/or the asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by Federal or State authorities.

All Coverage. Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without thirty (30) days prior written notice to City by Contractor.

11.6 Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business in the State of California and with an A.M. Best rating of A-/VII or better.

11.7 Verification of Coverage

Contractor must furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies at any time. Contractor must furnish

City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

Proof of insurance must be mailed to the following address, or any subsequent address as may be directed by the City:

City of South Pasadena
Attn: Risk Manager
1414 Mission Street
South Pasadena, CA 91030

11.8 Subcontractors

Contractor must include all other companies and subcontractors providing services on behalf of Contractor at its request under this Agreement in the City as additional insureds under its policies or subcontractors and other companies must obtain separate certificates and endorsements. All coverages for companies and subcontractors shall be subject to all of the requirements stated herein. For the avoidance of doubt, facility operators and subhaulers are not considered subcontractors.

11.9 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor if City's risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.10 Rights of Subrogation

All required insurance policies must preclude any underwriter's rights of recovery or subrogation against City with respect to matters related to Contractor's performance of its obligations under this Agreement, with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured will not apply to City.

11.11 Failure to Maintain Insurance

Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time, City shall have the option, but not the obligation to, at Contractor's sole expense obtain replacement insurance coverage during said cure period at Contractor's expense. Should Contractor fail to correct this defect within such time-frame, City shall have the option to terminate this Agreement immediately. The notice shall provide the date of termination.

12 Hold Harmless and Indemnification

12.1 Defense and Indemnity of Third-Party Claims/Liability

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, elected officials, agents, employees and volunteers ("City Indemnitees") from and against all liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature to the extent arising out of or in connection with (i) Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, or (ii) the failure of Contractor to comply with any Applicable Laws (including, without limitation Environmental Laws, ordinances and regulations, and/or applicable permits and licenses), or (iii) the acts of the Contractor in performing services under this Agreement for which strict liability is imposed by law.

12.2 Nonwaiver

City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 11.

12.3 Diversion Indemnification

Contractor agrees to hold the City harmless and indemnify and defend (with counsel reasonably approved by City), from and against all fines or penalties imposed by CalRecycle on the City to the extent Diversion requirements set forth in Public Resources Code Section 41780 are not met by City and if the lack in meeting such requirements are attributable to the failure of Contractor to implement and operate the Diversion programs required by this Agreement or solely due to Contractor-caused delays in providing information that prevents Contractor or the City from submitting reports to regulators in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge at Contractor's sole cost and expense (with counsel reasonably approved by City). Any funds expended by Contractor, pursuant to this subsection, for fines and expenses (including consultant fees, attorneys' fees and costs) shall not be passed on to Customers as part of a rate increase or otherwise.

12.4 Hazardous Substances Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the City Indemnitees from and against any and all claims, damages, demands, actions and causes of action (including administrative proceedings), suits, losses, costs and expenses (including but not limited to attorneys' fees and costs), penalties, fines, judgments or liabilities of any kind whatsoever resulting, arising from or attributable to the actions of Contractor, including removal action or response action undertaken pursuant to CERCLA or the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981, with respect to Solid Waste or Household Hazardous Waste Collected, Transported and/or Disposed of or handled by Contractor at Disposal Sites selected by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify the City Indemnitees from all forms of liability under CERCLA and the Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981.

12.5 Consideration

It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

12.6 Obligation

This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

12.7 Subcontractors

Contractor must require all subcontractors performing work in the City to enter into a contract containing the insurance provisions set forth in Section 11 in which the subcontractor fully indemnifies City in accordance with this Agreement.

12.8 Exception

Notwithstanding other provisions of this Agreement to the contrary, Contractor's obligation to indemnify, hold harmless and defend City Indemnitees will not extend to any liability including, but not limited to, any claim, demand, action, penalty, proceeding or suit in law or equity of any kind (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties), loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature relating to, arising or resulting from, acts or omissions (i) not within the control of Contractor, (ii) constituting the active negligence, willful misconduct, material breach of this Agreement, or violation of law on the part of City Indemnitees, (iii) in connection with the nonuse of a High Diversion Organic Waste Processing Facility for materials deposited in Black Containers prior to the Effective Date, or (iv) as limited by Public Resources Code Section 40059.1.

12.9 Uncontrollable Circumstances

If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected Party, then the affected Party will be excused from performance hereunder during the period of such disability.

1. The Party claiming excuse from performance must promptly notify the other Party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.
2. The interruption or discontinuance of services by a Party caused by circumstances outside of its control will not constitute a default under this Agreement.

12.10 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss. Such reimbursement is not in derogation of

any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense.

13 Transition to Next Service Provider

If the transition of Collection services to another company occurs through expiration, termination, default or otherwise, Contractor shall cooperate fully with City and any subsequent contractors to ensure an orderly transition. Such cooperation shall include, but not be limited to, the transfer of non-proprietary computer data, files and tapes; providing non-proprietary routing information, billing and service information, Customer lists and other operating records needed to service all properties covered by this Agreement; providing a complete inventory of all Collection Containers; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent agreement and providing other reports and data required by this Agreement.

Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pick-up days) at least thirty (30) days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. In addition, Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service.

Contractor shall cooperate in good faith with City and new service provider in scheduling exchanges of Contractor's Containers with Containers provided by the new service provider so as to assure that customers neither need to find storage for two sets of Containers nor go without a Container for an inconvenient length of time; provided, Contractor is not under any obligation to permit the continued use of its Containers upon the start of services by any new service provider.

14 Default of Agreement

14.1 Default

City may terminate this Agreement by giving Contractor thirty (30) days advance written notice upon the happening of any one of the following events.

1. Any assignment of this Agreement by Contractor without complying with the requirements of Section 16.1.

2. Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3. By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

4. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of sixty (60) calendar days; or

5. Contractor has defaulted by failing or refusing to pay in a timely manner the monies due City and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

6. Contractor has defaulted by allowing any final judgment for the payment of money owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

7. Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, and is therefore, a “habitual violator.” In order to be deemed a “habitual violator” such violations must have occurred and been noticed to Contractor in writing not less frequently than three (3) times in any twenty-four-month period.

14.2 Discontinuance of Work

Upon receipt of a default action, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver, license or sublicense, or otherwise make available to the City within thirty (30) Business Days of said termination action all finished or unfinished documents and materials produced or procured under this Agreement, which shall become City property upon date of such

termination in accordance with reasonable terms and conditions, including measures required to protect the Contractor with respect to any of its licensors. The Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein within thirty (30) calendar days of said termination.

14.3 Survival

The rights and remedies of the Parties provided in this section shall not be exclusive and in addition to any other rights and remedies provided by law or under this Agreement.

15 Modification to the Agreement

15.1 City-Directed Change (Facilities; Containers)

City may request changes as specified in Section 5.12 and/or Section 10.5.9 as may from time-to-time be necessary and desirable for the public health and welfare. City agrees to adjust Maximum Service Rates and modify this Agreement to reflect additional costs borne by Contractor. When such modifications are requested, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Section 15.1. City and Contractor will not unreasonably withhold agreement to such compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.2 Change in Law

In the event any change in Applicable Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted as provided herein. Nothing contained in this Agreement will require any Party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law, including applicable case-law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any change in law or under this Section 15.2. City and Contractor will not unreasonably withhold agreement to such compensation adjustment or other obligations required of Contractor. Should agreement between City and Contractor on compensation adjustment not be reached within six (6) months of the change request, or other period as agreed upon by both Parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 15.3.

15.3 Arbitration

Arbitration shall be conducted by a single arbitrator. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually agreed to by the Parties), the Parties are unable to agree on an arbitrator, then a single arbitrator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, which shall govern any arbitration requested under this provision. Each Party shall bear its own costs and expenses of any arbitration. Each Party shall pay one-half of the costs of the arbitrator.

16 Other Agreement of the Parties

16.1 Assignment

No assignment of this Agreement or any right occurring under this Agreement may be made in whole or in part by Contractor without the express prior written consent of the City Council, which shall not be unreasonably conditioned, delayed, or denied. In the event of any assignment approved by the City Council, the assignee must fully assume all the liabilities of Contractor by way of an assignment and assumption agreement. Notwithstanding the above, an assignment to an affiliate of Contractor may be undertaken upon notice to City Manager, but without the requirement for its approval. For purposes of this provision, "affiliate" means any person or legal entity that, directly or indirectly, controls, is controlled by, or is under common control with Contractor.

The use of a subcontractor to perform services under this Agreement will not constitute delegation of Contractor's duties provided that Contractor has received prior written authorization from the Public Works Director to subcontract such services and the Public Works Director has approved a subcontractor who will perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of Contractor. The Public Works Director will have the right to require the removal of any approved subcontractor for reasonable cause.

16.2 Permits, Licenses, and Chamber Membership

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide proof of such permits, licenses or approvals and must demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Public Works Director. The Contractor must have a valid City of South Pasadena Business License throughout the term of the Agreement. Contractor shall maintain an active Chamber of Commerce membership.

16.3 Laws to Govern

The law of the State of California governs the rights, obligations, duties and liabilities of City and Contractor under this Agreement and governs the interpretation of this Agreement.

17 General Provisions

17.1 Consent to Jurisdiction

The Parties agree that any litigation between City and Contractor concerning or arising out of this Contract must be filed and maintained exclusively in the Superior Courts of Los Angeles County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

17.2 Compliance with Laws

In the performance of this Agreement, Contractor must comply with all Applicable Laws, including, without limitation, the South Pasadena Municipal Code. City shall provide written notice to Contractor of any planned amendment of the South Pasadena Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval of such an amendment.

17.3 Independent Contactor

In the performance of services pursuant to this Agreement, Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all Persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, shall obtain any rights to any benefits that accrue to City employees.

17.4 Entire Agreement

This Agreement and the attached Exhibits constitute the entire Agreement and understanding between the Parties, and the Agreement will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the Parties.

17.5 Severability

Except as specified in Section 3.5, if any provision of this Agreement or the application of it to any Person or situation is to any extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it is held invalid or unenforceable, will not be affected, will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

17.6 Right to Require Performance

The failure of any Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right of the other Party thereafter to enforce same. Nor will waiver of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

17.7 All Prior Agreements Superseded

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

17.8 Amendments to Agreement

This Agreement may not be changed, modified, amended or waived, except in writing and as approved by Contractor and the City Council.

17.9 Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

17.10 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference.

17.11 Waiver

Waiver by City or Contractor of any breach for violation of any term covenant or condition of this Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this Agreement.

17.12 Prohibition Against Gifts

Contractor represents that Contractor is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by the City.

17.13 Point of Contact

The day-to-day dealings between Contractor and City will be between Contractor and the Public Works Director, or his or her designee.

17.14 City Representative

Whenever this Agreement requires the City to take any action, the City Council designates the Public Works Director to take such action on behalf of the City, unless another individual or entity is otherwise specified in this Agreement or unless the City Council designates actions to different Persons or itself. The Public Works Director may designate individual(s) to administer and monitor the provisions of this Agreement.

17.15 Notices

All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mails, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed notice (registered or certified) shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice and provided herein.

As to the City:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attn: Public Works Director, Ted Gerber
Email: PWAdmin@southpasadenaca.gov
Phone: (626) 403-7240

As the Contractor: Athens Services
14048 Valley Blvd.
City of Industry, CA 91746
Attn: Steven Librenjak
Email: SLibrenjak@AthensServices.com
Phone: (626) 934-4696

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor via email by the end of the Workday.

17.16 Signatures

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e., files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the Parties' consent to do business electronically.

[Signature page(s) follow]

IN CONCURRENCE AND WITNESS WHEREOF, City and Contractor have executed this Agreement as of May 21, 2025.

CITY OF SOUTH PASADENA:

By: _____

Janet Braun, Mayor

CONTRACTOR:

Arakelian Enterprises, Inc. d/b/a Athens Services

By: _____

Title: _____

By: _____

Title: _____

ATTEST:

By: _____

Hector Gomez, Chief City Clerk

APPROVED AS TO FORM:

By: _____

Roxanne Diaz, City Attorney

Exhibit 1: Maximum Service Rates

MANUAL BARREL COLLECTION (Solid Waste + Recyclables + Organics)

SINGLE-FAMILY (1 UNIT)

Waste Type	*For Solid Waste, Recyclable Materials, and Organic Waste Collection*
Container Type	*Customers will be provided up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*
Frequency	*1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

SINGLE-FAMILY (2-4 UNITS)

Waste Type	*For Solid Waste, Recyclable Materials, and Organic Waste Collection*
Container Type	*Customers will be provided up to seven 32-gallon Barrels **per unit** and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color **per unit**. Additional Barrels, after seven **per unit**, require additional fees. There is no change in rate for having less than seven Barrels **per unit**.*
Frequency	*1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS

AUTOMATED BIN COLLECTION (Solid Waste + Recyclables)

SINGLE-FAMILY (1 UNIT)

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required Additional Services/Fees	*For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
+ ONE 96-GAL	2X per week	64.03	174.04	238.07	26.45	**$264.52**
BLUE CART	3X per week	96.06	215.84	311.90	34.66	**$346.56**
(1X PER WEEK)	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**

2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
+ ONE 96-GAL	2X per week	84.86	184.19	269.05	29.89	**$298.94**
BLUE CART	3X per week	127.33	229.58	356.91	39.66	**$396.57**
(1X PER WEEK)	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
+ ONE 96-GAL	2X per week	128.19	171.80	299.99	33.33	**$333.32**
BLUE CART	3X per week	192.32	197.96	390.28	43.36	**$433.64**
(1X PER WEEK)	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
+ ONE 96-GAL	2X per week	200.01	265.38	465.39	51.71	**$517.10**
BLUE CART	3X per week	339.41	345.76	685.17	76.13	**$761.30**
(1X PER WEEK)	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
+ ONE 96-GAL	2X per week	261.93	346.09	608.02	67.56	**$675.58**
BLUE CART	3X per week	443.84	450.70	894.54	99.39	**$993.93**
(1X PER WEEK)	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required Additional Services/Fees	*Monthly Bin Rental Fee must be added to monthly service charge. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)						
ALL OPTIONS	1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
INCLUDE ONE	2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
96-GALLON	3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
BLUE CART	*4 YARD BIN	13.75	57.17	70.92	7.88	**$78.80**
(1X PER WEEK)	*6 YARD BIN	17.08	71.02	88.10	9.79	**$97.89**
		*Scout Service not available due to Bin Size				
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
	3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
	4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
	5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
	6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
	7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
	8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
	9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
	10 UNITS	35.54	153.19	188.73	20.97	**$209.70**

	11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
	12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
	3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
	4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
	5 UNITS	45.16	193.45	238.61	26.51	**$265.12**
	6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
	7 UNITS	49.16	210.10	259.26	28.81	**$288.07**
	8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
	9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
	10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
	11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
	12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	**$388.40**
	3 UNITS	69.57	297.55	367.12	40.79	**$407.91**
	4 UNITS	72.98	311.60	384.58	42.73	**$427.31**
	5 UNITS	76.33	325.41	401.74	44.64	**$446.38**
	6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
	7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
	8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
	9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
	10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
	11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
	12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	**$574.78**
	3 UNITS	99.39	428.78	528.17	58.69	**$586.86**
	4 UNITS	101.53	437.63	539.16	59.91	**$599.07**
	5 UNITS	103.64	446.43	550.07	61.12	**$611.19**
	6 UNITS	105.52	454.25	559.77	62.20	**$621.97**
	7 UNITS	107.64	463.08	570.72	63.41	**$634.13**
	8 UNITS	109.74	471.82	581.56	64.62	**$646.18**
	9 UNITS	111.80	480.55	592.35	65.82	**$658.17**
	10 UNITS	113.99	489.27	603.26	67.03	**$670.29**
	11 UNITS	116.11	498.03	614.14	68.24	**$682.38**
	12 UNITS	118.08	506.80	624.88	69.43	**$694.31**
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	**$45.40**
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	**$787.81**
	3 UNITS	136.05	590.54	726.59	80.73	**$807.32**
	4 UNITS	139.46	604.59	744.05	82.67	**$826.72**
	5 UNITS	142.81	618.39	761.20	84.58	**$845.78**
	6 UNITS	145.40	627.30	772.70	85.86	**$858.56**
	7 UNITS	147.31	635.12	782.43	86.94	**$869.37**
	8 UNITS	149.21	643.06	792.27	88.03	**$880.30**
	9 UNITS	150.99	650.68	801.67	89.07	**$890.74**
	10 UNITS	153.13	659.07	812.20	90.24	**$902.44**
	11 UNITS	155.13	667.23	822.36	91.37	**$913.73**

	12 UNITS	157.02	675.93	832.95	92.55	**$925.50**
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	**$54.47**
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	**$1,027.51**
	3 UNITS	173.87	761.77	935.64	103.96	**$1,039.60**
	4 UNITS	176.01	770.61	946.62	105.18	**$1,051.80**
	5 UNITS	178.12	779.42	957.54	106.39	**$1,063.93**
	6 UNITS	180.00	787.23	967.23	107.47	**$1,074.70**
	7 UNITS	182.12	796.06	978.18	108.69	**$1,086.87**
	8 UNITS	184.22	804.80	989.02	109.89	**$1,098.91**
	9 UNITS	186.28	813.53	999.81	111.09	**$1,110.90**
	10 UNITS	188.47	822.26	1010.73	112.30	**$1,123.03**
	11 UNITS	190.59	831.02	1021.61	113.51	**$1,135.12**
	12 UNITS	192.56	839.79	1032.35	114.71	**$1,147.06**
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	**$63.53**

COMMERCIAL

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required Additional Services/Fees	*For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
+ ONE 96-GAL	2X per week	64.03	174.04	238.07	26.45	**$264.52**
BLUE CART	3X per week	96.06	215.84	311.90	34.66	**$346.56**
(1X PER WEEK)	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
+ ONE 96-GAL	2X per week	84.86	184.19	269.05	29.89	**$298.94**
BLUE CART	3X per week	127.33	229.58	356.91	39.66	**$396.57**
(1X PER WEEK)	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
+ ONE 96-GAL	2X per week	128.19	171.80	299.99	33.33	**$333.32**
BLUE CART	3X per week	192.32	197.96	390.28	43.36	**$433.64**
(1X PER WEEK)	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
+ ONE 96-GAL	2X per week	200.01	265.38	465.39	51.71	**$517.10**
BLUE CART	3X per week	339.41	345.76	685.17	76.13	**$761.30**
(1X PER WEEK)	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**

6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
+ ONE 96-GAL	2X per week	261.93	346.09	608.02	67.56	**$675.58**
BLUE CART	3X per week	443.84	450.70	894.54	99.39	**$993.93**
(1X PER WEEK)	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN	1X per week	192.30	149.83	342.13	38.01	**$380.14**
+ ONE 96-GAL	2X per week	384.58	180.58	565.16	62.80	**$627.96**
BLUE CART	3X per week	576.97	211.13	788.10	87.57	**$875.67**
(1X PER WEEK)	4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
	5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
	6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**
COMMERCIAL MANUAL BARREL COLLECTION (PER 32-GALLON BARREL) + ONE 96-GALLON BLUE CART (1X PER WEEK) **Only one blue Cart regardless of number of barrels. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates.*						
	1X per week	14.56	66.98	81.54	9.06	**$90.60**

ORGANICS COLLECTION

The organics collection services below are <u>required</u> for all single-family customers with automated bin service, multi-family customers, and commercial customers.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection Service is required and Solid Waste and Recyclable Materials Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, or 5x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART	1X per week	-	160.76	160.76	17.86	**$178.62**
(PRIMARY)	2X per week	-	280.69	280.69	31.19	**$311.88**
	3X per week	-	400.60	400.60	44.51	**$445.11**
	4X per week	-	520.54	520.54	57.84	**$578.38**
	5X per week	-	640.46	640.46	71.16	**$711.62**
64-GALLON CART	1X per week	-	136.31	136.31	15.15	**$151.46**
(EACH	2X per week	-	238.67	238.67	26.52	**$265.19**
ADDITIONAL)	3X per week	-	341.10	341.10	37.90	**$379.00**
	4X per week	-	443.47	443.47	49.27	**$492.74**
	5X per week	-	545.88	545.88	60.65	**$606.53**
1.5 YARD BIN	1X per week	-	337.40	337.40	37.49	**$374.89**
(PRIMARY)	2X per week	-	655.15	655.15	72.79	**$727.94**
	3X per week	-	974.54	974.54	108.28	**$1,082.82**
	4X per week	-	1292.28	1292.28	143.59	**$1,435.87**
	5X per week	-	1611.67	1611.67	179.07	**$1,790.74**
1.5 YARD BIN	1X per week	-	276.88	276.88	30.76	**$307.64**
(EACH	2X per week	-	539.80	539.80	59.98	**$599.78**
ADDITIONAL)	3X per week	-	804.55	804.55	89.39	**$893.94**
	4X per week	-	1067.70	1067.70	118.63	**$1,186.33**
	5X per week	-	1332.43	1332.43	148.05	**$1,480.48**

2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	**$444.04**
	2X per week	-	779.63	779.63	86.63	**$866.26**
	3X per week	-	1157.98	1157.98	128.66	**$1,286.64**
	4X per week	-	1537.96	1537.96	170.88	**$1,708.84**
	5X per week	-	1917.95	1917.95	213.11	**$2,131.06**
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	**$346.99**
	2X per week	-	613.04	613.04	68.12	**$681.16**
	3X per week	-	913.31	913.31	101.48	**$1,014.79**
	4X per week	-	1214.46	1214.46	134.94	**$1,349.40**
	5X per week	-	1516.00	1516.00	168.44	**$1,684.44**
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
	Haul Rate		304.20	304.20	33.80	**$338.00**
	Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

RECYCLABLE MATERIALS COLLECTION

All customers receive Recyclable Materials Collection as part of their Solid Waste Collection Service. Single-family customers with automated bin service, multi-family customers, and commercial customers who wish to increase their Recycling Collection Services may add the services listed below for an additional fee.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type	*For additional Recyclable Materials Collection Only.*
Container Type	*Option of 96-gallon Cart, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
96-GALLON CART	1X per week	0.00	47.58	47.58	5.29	**$52.87**
	2X per week	0.00	94.17	94.17	10.46	**$104.63**
	3X per week	0.00	140.75	140.75	15.64	**$156.39**
	4X per week	0.00	187.34	187.34	20.82	**$208.16**
	5X per week	0.00	233.92	233.92	25.99	**$259.91**
	6X per week	0.00	280.51	280.51	31.17	**$311.68**
1.5 YARD BIN	1X per week	0.00	59.10	59.10	6.57	**$65.67**
	2X per week	0.00	112.35	112.35	12.48	**$124.83**
	3X per week	0.00	165.60	165.60	18.40	**$184.00**
	4X per week	0.00	218.85	218.85	24.32	**$243.17**
	5X per week	0.00	272.10	272.10	30.23	**$302.33**
	6X per week	0.00	325.35	325.35	36.15	**$361.50**
2 YARD BIN	1X per week	0.00	63.03	63.03	7.00	**$70.03**
	2X per week	0.00	119.62	119.62	13.29	**$132.91**
	3X per week	0.00	176.20	176.20	19.58	**$195.78**
	4X per week	0.00	232.78	232.78	25.86	**$258.64**
	5X per week	0.00	289.36	289.36	32.15	**$321.51**
	6X per week	0.00	345.95	345.95	38.44	**$384.39**
3 YARD BIN	1X per week	0.00	70.66	70.66	7.85	**$78.51**
	2X per week	0.00	133.91	133.91	14.88	**$148.79**
	3X per week	0.00	197.16	197.16	21.91	**$219.07**
	4X per week	0.00	260.41	260.41	28.93	**$289.34**
	5X per week	0.00	323.65	323.65	35.96	**$359.61**
	6X per week	0.00	386.90	386.90	42.99	**$429.89**

4 YARD BIN	1X per week	0.00	78.70	78.70	8.74	**$87.44**
	2X per week	0.00	148.62	148.62	16.51	**$165.13**
	3X per week	0.00	218.53	218.53	24.28	**$242.81**
	4X per week	0.00	288.44	288.44	32.05	**$320.49**
	5X per week	0.00	358.35	358.35	39.82	**$398.17**
	6X per week	0.00	428.27	428.27	47.59	**$475.86**
6 YARD BIN	1X per week	0.00	95.38	95.38	10.60	**$105.98**
	2X per week	0.00	178.62	178.62	19.85	**$198.47**
	3X per week	0.00	261.87	261.87	29.10	**$290.97**
	4X per week	0.00	345.11	345.11	38.35	**$383.46**
	5X per week	0.00	428.35	428.35	47.59	**$475.94**
	6X per week	0.00	511.59	511.59	56.84	**$568.43**

OTHER CHARGES AND SERVICES

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS	FRANCHISE FEE COMPONENT	TOTAL RATE
ALL ACCOUNTS					
Late Fee (1.5% per month, $5.00 minimum)	-	6.00	-	0.67	**$6.67**
Declined Payment Charge	-	38.46	-	4.27	**$42.73**
Stop Service Charge	-	38.46	-	4.27	**$42.73**
Reactivation Charge	-	38.46	-	4.27	**$42.73**
Contamination Fee - all material (per occurrence)	-	76.89	-	8.54	**$85.43**
Cart/Barrel Roll-Out Charge (per container, per frequency)	-	19.23	-	2.14	**$21.37**
Bin Lock Lids (per bin, per frequency)	-	18.80	-	2.09	**$20.89**
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	-	76.89	-	8.54	**$85.43**
Bin Wash-Out/Clean-Out Charge	-	76.89	-	8.54	**$85.43**
Bin Overflow Charges	-	76.89	-	8.54	**$85.43**
Bin Overweight Charges	-	76.89	-	8.54	**$85.43**
Bin Extra Dump Charge	-	76.89	-	8.54	**$85.43**
Bin Dead-Run Charge	-	76.89	-	8.54	**$85.43**
Bin Go-Back Charge	-	76.89	-	8.54	**$85.43**
Bin Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Exchange Charge	-	76.89	-	8.54	**$85.43**
Bin Bring-In Charge	-	76.89	-	8.54	**$85.43**
Priority Emergency Service	-	253.74	-	28.19	**$281.93**
Cardboard Boxes (per box)	-	6.11	-	0.68	**$6.79**
Cardboard Box Liners (per box liner)	-	0.60	-	0.07	**$0.67**
Barrel Replacement (Any Size)	-	75.00	-	8.33	**83.33**
COMMERCIAL SERVICES					
Bulky Item Pick-Up - First Item, Dead-Run, or Go-Back	-	38.46	-	4.27	**$42.73**
Bulky Item Pick-Up - Each Additional Item	-	23.06	-	2.56	**$25.62**
3 Yard Temporary Bin	-	207.62	-	23.07	**$230.69**
3 Yard Temporary Bin - Extra Dump, Dead-Run, or Go-Back	-	107.66	-	11.96	**$119.62**
3 Yard Temporary Bin with Scout Service	-	246.08	-	27.34	**$273.42**
3 Yard Temporary Bin - Extra Dump with Scout Service	-	146.09	-	16.23	**$162.32**
3 Yard Temporary Bin - Per Day Over 7 Days with No Dump	-	26.15	-	2.91	**$29.06**
3 Yard Temporary Bin - Overweight, Overflow	-	79.53	-	8.84	**$88.37**
Lock-Lids for Temporary Bins	-	19.74	-	2.19	**$21.93**

Roll-Off Rate per Haul (Plus Disposal Charges)	-	323.17	-	35.91	**$359.08**
Roll-Off Roll-Top Rental Charge	-	76.89	-	8.54	**$85.43**
Roll-Off Relocate Charge	-	128.82	-	14.31	**$143.13**
Roll-Off Compactor Wash Out Charge	-	322.08	-	35.79	**$357.87**
Roll-Off Demurrage (Per Day if no dumps in 7 days)	-	25.58	-	2.84	**$28.42**
Roll-Off Same Day Expedited Request	-	71.07	-	7.90	**$78.97**
Roll-Off Dead-Run Charge	-	177.68	-	19.74	**$197.42**
Storage Box Rental Charge	-	230.68	-	25.63	**$256.31**
Storage Box Delivery Charge	-	76.89	-	8.54	**$85.43**
Bin Push-Out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
RESIDENTIAL (SINGLE FAMILY & MULTI UNIT)					
Bulky Item Pick-Up - First Item (Outside of No-Charge Quarterly Pick-Up)	-	40.73	-	4.53	**$45.26**
Bulky Item Pick-Up - Each Additional Item	-	24.43	-	2.71	**$27.14**
Cart/Barrel Go-Back or Dead Run Charge	-	33.58	-	3.73	**$37.31**
Bin Push-Out/Scout Service Charge (per bin, per frequency)	-	40.73	-	4.53	**$45.26**
CITY SERVICES					**Monthly Rate**
City Garage and Parking Lot Sweeping Service	-	1115.22	-	-	**$1,115.22**
Bus Stop Barrel Pick-Up	-	2973.93	-	-	**$2,973.93**

Exhibit 2: Bus Stop Barrel Collection Schedule

Per Section 6.3 of this Agreement, Contractor shall empty the bus stop Container(s), supply the new Container liner, and replace the Container liner. Contractor shall remove any Solid Waste outside of the Container(s) at the bus stop and pressure wash as needed.

LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Mission Street					
Grand Avenue	–	–	1	–	M T W TH F
Adelaine Avenue	–	–	–	1	M T W TH F
Orange Grove Avenue	–	–	1	1	M T W TH F
Prospect Avenue	–	–	1	–	M T W TH F
Meridian Avenue	–	–	–	3	M T W TH F
Fairview Avenue	–	–	1	–	M T W TH F
Fremont Avenue	–	–	1	1	M T W TH F
Fair Oaks Avenue	–	–	1	1	M T W TH F
Park Avenue	–	–	1	1	M T W TH F
Milan Avenue	–	–	1	–	M T W TH F
Garfield Avenue	–	–	1	1	M T W TH F
Huntington Drive					
Alhambra Road	1	–	–	–	M T W TH F
Maple Street	1	1	–	–	M T W TH F
Fremont Avenue	–	–	1	3	M T W TH F
Primrose Avenue	–	–	1	1	M T W TH F
Marengo Avenue	–	–	1	1	M T W TH F
Fletcher Avenue	–	–	1	1	M T W TH F
Court Avenue	–	–	1	1	M T W TH F
Fair Oaks Avenue					
Columbia Street	1	1	–	–	M T W TH F
State Street	1	–	–	–	
Mound Avenue	–	1	–	–	M T W TH F
Mission Street	1	1	–	–	M T W TH F
Oxley Street	–	1	–	–	M T W TH F
Monterey Road	1	1	–	–	M T W TH F
Rollin Street	1	1	–	–	M T W TH F
Spruce Street	1	1	–	–	M T W TH F

LOCATION	Number of Barrels				SCHEDULE
	NB	SB	WB	EB	
Garfield Avenue					
Oak Street	–	1	–	–	M W F
Fremont Street					
Oneonta Knoll Street	–	1	–	–	M W F
Maple Street	1	1	–	–	M W F
Pasadena Avenue					
Sycamore Avenue	–	–	1	1	M W F
Arroyo Drive	–	–	1	1	M W F
Hawthorne Street	1	1	–	–	M W F
El Centro Street	1	1	–	–	M W F
Mission Street	1	1	–	–	M W F
Hill Drive					
Collis Avenue	–	–	1	1	M W F
Total Number of Barrels	**12**	**14**	**17**	**19**	

Abbreviations		
NB - Northbound	EB - Eastbound	W - Wednesday
SB - Southbound	M - Monday	TH - Thursday
WB - Westbound	T - Tuesday	F - Friday

Exhibit 3: Sweeping Services

1. Street Sweeping Services, Approved Sweeping Plan

Contractor shall provide Street Sweeping Services at City streets in public rights of way and other areas within the City, as specified herein, in accordance with the schedule, times, and routes provided in Exhibit 3-A ("Approved Sweeping Plan") without charge to City or Customers. Except as provided in this Exhibit 3 or the Approved Sweeping Plan, Contractor will perform Street Sweeping Services on a bi-weekly basis.

2. Changes to Approved Sweeping Plan

Contractor may request modifications to the Approved Sweeping Plan, subject to the approval of the Public Works Director, whose approval shall not be unreasonably conditioned, delayed, or denied. Further, prior to the start of any new Street Sweeping Service schedule or route, as approved by the Public Works Director, Contractor shall, at Contractor's own expense, provide a written notice to be included, by City, as an insert with regular billings to notify each affected Customer of the day or days of the week on which streets will be swept. The notice shall contain the day or days of the week upon which Solid Waste Collections and Street Sweeping Services will be made, the name, address and telephone number of Contractor, and other information and be provided to each Customer affected unit not less than fourteen (14) days prior to the change of any Street Sweeping Service schedule. Contractor shall also cause the schedule and route of the new Street Sweeping Service to be published twice in a responsible newspaper of local circulation once each week for two (2) successive weeks immediately prior to the change in the Solid Waste Collection and Street Sweeping Service schedule or route in a district. The published schedule and route shall contain the same information as the written notice outlined above and shall clearly indicate the precise area involved in the change.

3. Downtown Sweeping Service

Contractor shall perform Street Sweeping Service three (3) times every week between the hours of 5:00 am and 7:00 am within the City's Downtown area in accordance with the Approved Sweeping Plan.

4. City Parking Lot Sweeping Service

Street Sweeping Service shall include sweeping for the City's seven (7) parking lots specified in the Approved Sweeping Plan (collectively, "City Parking Lots"). Contractor shall sweep the parking lots at minimum one (1) time every other week at the schedule and route set forth in the Approved Street Sweeping Plan, or other frequency as agreed by Contractor and the Public Works Director. Contractor shall also Collect Solid Waste and supply and replace Container liners at any and all City Containers at the City Parking Lots two (2) times per week, or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking lot one (1) time per calendar year at times and days approved by the Public Works Director, and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

5. City Garage Sweeping Service

Street Sweeping Service shall including sweeping for the City's "Mission Meridian" parking garage specified in the Approved Sweeping Plan. Contractor shall sweep the garage at least one (1) time per week, Collect Solid Waste, supply and replace Container liners at the three (3) parking garage Containers two (2) times per week or other frequency as agreed by Contractor and the Public Works Director, and pressure wash the parking garage one (1) time per calendar year at times and days approved by the Public Works Director and in accordance with applicable stormwater regulations. Service shall also include removing any Solid Waste

outside of the Containers and the Transportation and Disposal of Solid Waste Collected while providing the services hereunder.

6. Other Associated Work

If circumstances exist that require work similar to but not specifically provided for in this Exhibit, City may request Contractor to perform such other associated work ("OAW"). When Contractor performs OAW, the labor, materials, and equipment used in the performance of such work shall be subject to the prior written approval of City and Contractor. Examples of OAW include but are not limited to performance of special sweeps, flood clean-up, street sanitation for parades and celebrations, City requested clean-up services, additional porter services, emergency call-outs, pressure washing, bus shelter clean-up, increases in the frequency or amount of Street Sweeping Service, and any contingency where sweeper and supporting sweeper equipment could assist in a particular instance. Contractor shall be reimbursed for such services at its then-current hourly rates.

7. Equipment

Contractor shall use such standard heavy street sweeping equipment as is necessary to clean the City areas of paper, dirt, rocks, leaves and debris. Contractor shall also maintain all equipment. Equipment should be clean and in good mechanical condition, uniformly painted and numbered. In cases of equipment failure or operator failure which precludes the sweeping of scheduled streets during their posted time frames, Contractor shall make every reasonable effort to provide services during the scheduled time frames. Should the equipment or operator failure be of such a duration that the regularly scheduled street sweeping of a posted street is not able to be swept during the designated time frames, Contractor shall sweep those neglected (not swept during the designated time frames) streets during the first available opportunity.

8. Contractor/City Communication

Contractor shall establish and maintain an office and have an authorized supervisor as the point of contact for communications with City for street sweeping. Contractor's office shall have a twenty-four (24) hour telephone service and a responsible individual in charge seven (7) days a week to receive all requests for emergency service, which are forwarded by City. Contractor shall respond and provide emergency service within three (3) hours from the time a call is placed by the City. Requests for routine service or complaint issues shall be resolved expeditiously within the following twenty-four (24) hour period.

9. Disposal and Recycling of Materials

Contractor shall Transport and Dispose of all sweeping materials in accordance with all City, County, State, and Federal requirements. To the extent possible, Contractor shall Divert or Compost all street sweepings from landfills. Contractor shall report on a monthly basis the tonnage of sweepings Collected and the tonnage Disposed of at a Composting or Recycling center and the name and address of the facility. Upon City's request, Contractor shall also provide City with the pertinent information from the Composting or Recycling facility certifying the percentage of material Processed that is Disposed at landfill and where material is sent after Collection and Processing at the facility.

10. Hazardous Waste

Contractor shall not be required to remove any Hazardous Waste from the street surface. If, in the course of performing Street Sweeping Services, any suspected Hazardous Waste is encountered, Contractor shall immediately report the location to the City, and any other responsible agency.

11. Damage

Contractor shall report without delay any damage to City equipment, City property or private property. The Contractor shall be liable for damages solely caused by his/her actions. Any repairs and associated cost resulting from Contractor-caused damage shall be the responsibility of the Contractor.

12. Water for Dust Control

City shall provide sufficient water for use of sweeping operations to maintain a near dustless condition. Water for this use will be made available by the City at no cost to Contractor. Contractor is to coordinate with the Public Works Director in advance to identify the regular location(s) for water access. Access to water/hydrants without a meter is prohibited. If Contractor obtains water from a provider that is not the City, Contractor is responsible for obtaining and paying for the water except in such circumstances where the City no longer provides water to Contractor at no cost to Contractor, in which case the City will reimburse Contractor for the cost of procuring water from the City or a replacement provider, as applicable.

13. Wind-Down of Certain City Sweeping Services

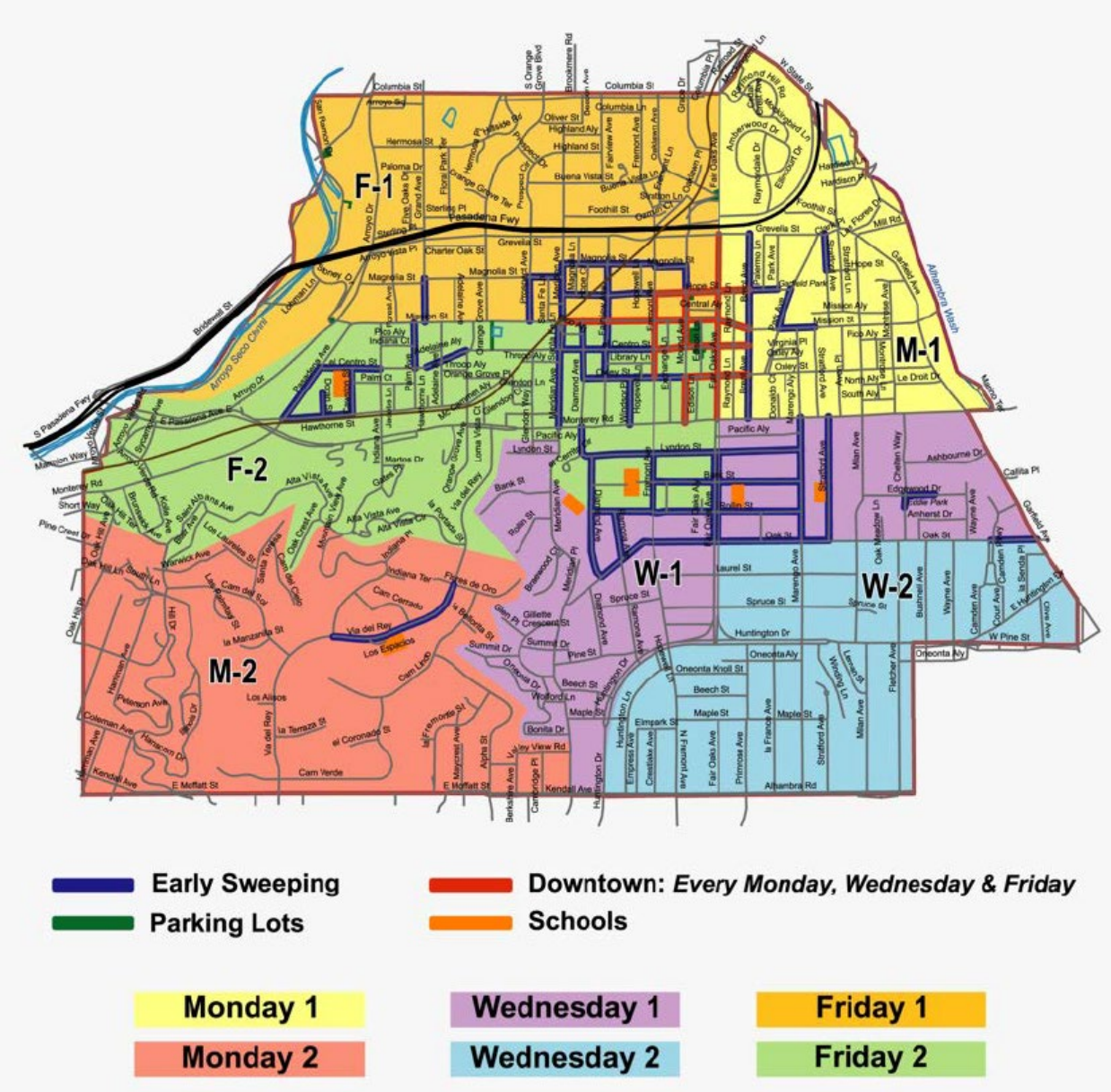
Notwithstanding any provision in this Agreement to the contrary, upon any notice specified in Section 4.2 of the Agreement, Contractor shall bill the City its then-existing rates, as listed in Exhibit 1, for services specified in Sections 4 (City Parking Lot Sweeping Service) and 5 (City Garage Sweeping Service) of this Exhibit. Thereafter, Contractor shall invoice the City on the first Business Day of each month for City parking lot and City garage sweeping services rendered during the preceding month. If City is unable, by operation of Applicable Law, to pay Contractor's then-existing hourly rates applicable for services hereunder, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the amounts that Contractor would have received but for operation of Applicable Law.

14. Prevailing Wage

Notwithstanding any provision in the Agreement to the contrary, the provision of Street Sweeping Services without charge to City is not subject to payment of prevailing wages or related laws, regulations, or policies ("Prevailing Wage Law"). In the event, the Prevailing Wage Law applies to Street Sweeping Services, retroactively or prospectively, Contractor shall be entitled to a rate adjustment in accordance with Section 7.9 of the Agreement for the provision of Street Sweeping Services in accordance with the Prevailing Wage Law.

Exhibit 3-A: Approved Sweeping Plan

City Street Sweeping Route Map and Schedule



Sweeping shall occur between 7:00 am and 12:00 pm except areas designated for "Early Sweeping" which shall occur between 5:00 am and 7:00 am.

City Parking Lot Sweeping and Collection Schedule	
1. *Service Yard (825 Mission Street)* 2. *City CNG Station/Storage Yard (660 Stoney Drive)* 3. *Arroyo Seco Racquet Club (920 Lohman Lane)* 4. *Arroyo Seco Golf Course (1000-1055 Lohman Lane)* 5. *Hope St. & Mound Ave. Lot (820 Mound Avenue)* 6. *El Centro St. and Mound Ave. Lot #1 (1500 El Centro Street)* 7. *El Centro St. and Mound Ave. Lot #2 (1507 El Centro Street)*	
Sweep Parking Lots	1 day every other week
Collect any and all Containers in Parking Lots	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Lots	1 time per calendar year

City Garage Sweeping and Collection Schedule	
Mission Meridian Garage (805 Meridian Avenue)	
Sweep Parking Garage	1 day per week
Collect three (3) Containers in Parking Garage	2 days per week (Tuesdays/Fridays)
Pressure Wash Parking Garage	1 time per calendar year

Exhibit 4-1:
LIST OF ACCEPTABLE SOURCE SEPARATED GREEN CONTAINER ORGANIC WASTE MATERIALS
(subject to change)

GREEN WASTE

- Flower and hedge trimmings
- Grass clippings
- Leaves and branches
- Weeds
- Lumber*
- Scrap wood*
- Plywood*

**Not painted or treated*

FOOD SCRAPS

- Bread, rice, and pasta
- Cheese and dairy
- Coffee grounds and filters
- Fruits and vegetables
- Flowers and herbs
- Meat, bones, and poultry
- Seafood and soft shells
- Pet food (nonmedicated)

FOOD-SOILED PAPER*

- Food-stained paper
- Paper egg cartons
- Paper napkins
- kitchen paper towels
- Pizza boxes
- Plates
- To-go boxes (no coating)
- Wood and fiber-based utensils

**Must be 100% fiber-based. No materials with - p*
wax, or bioplastic coating, liner, or laminate.

UNACCEPTED ITEMS

- All plastics
- Cacti, succulents, and yucca
- Compostable plastics (bioplastics)
- Coffee cups and pods
- Fats, oils, and grease
- Food stickers (please remove from items)
- Gloves
- Hard shells (clams, mussels, oysters)
- Medication
- Palm fronds
- Paper napkins with cleaning chemicals
- Paper towels with cleaning chemicals
- Parchment and wax paper
- Pet waste
- Rocks and soil
- Rubber bands and twist ties
- Tea bags
- Textiles
- Tissues and wet wipes

Exhibit 4-2:
LIST OF ACCEPTABLE SOURCE SEPARATED BLUE CONTAINER WASTE MATERIALS
(subject to change)

PLASTICS

** Keep caps on plastic beverage containers*

- Plastics number 1 (PET) as bottles or clamshells
- Plastics numbers 2 (HDPE)
- Plastics numbers 5 (PP)
- Recyclable plastics include, but are not limited to:
  - Beverage & detergent jugs
  - Food containers
  - Soda, juice, & water bottles

METALS

- Aluminum foil & pie tins (clean)
- Scrap metal
- Steel cans, dishware, etc.
- Tin & aluminum cans

PAPER (clean & dry)

- Envelopes
- File folders (paper only)
- Junk mail & magazines
- Newspaper
- Paper (white & mixed color)
- Paper grocery bags
- Telephone books
- Acceptable (but may not be recycled)
  - Cereal boxes (no plastic insert)
  - Egg cartons (paper only & clean)
  - Frozen food boxes
  - Soup, milk, & juice cartons

CARDBOARD (or similar)

- Cardboard & corrugated boxes
- Pizza boxes (clean sections only)

GLASS

** No window glass, porcelain, or non-food related glass. Customers to remove caps/lids.*

- Amber, green, & mixed-color glass
- Clear food glass jars
- Soda, tea, & liquor bottles

No Liquids or Food in Recyclables

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPROVING THE FIRST AMENDED AND RESTATED EXCLUSIVE SOLID WASTE HANDLING AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND ARAKELIAN ENTERPRISES, INC. (DBA ATHENS SERVICES), DIRECTING STAFF TO SCHEDULE A PUBLIC HEARING TO CONSIDER PROPOSED RATE ADJUSTMENTS TO THE CITY'S CHARGES FOR THE COLLECTION, TRANSFER, TRANSPORTATION, RECYCLING, PROCESSING, AND DISPOSAL OF SOLID WASTE, INCLUDING ORGANIC WASTE, AND TO PROVIDE NOTICE OF THE PUBLIC HEARING IN ACCORDANCE WITH CALIFORNIA CONSTITUTION ARTICLE XIII D, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECITALS:

WHEREAS, the Legislature of the State of California, by enacting the California Integrated Waste Management Act of 1989, as amended (California Public Resources Code Section 40000 *et seq*.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their respective jurisdictions; and

WHEREAS, the City Council has enacted Chapter 16 of the South Pasadena Municipal Code (Organic and Nonorganic Waste) to establish standards for the collection, transfer, transportation, recycling, processing, and disposal of solid waste, including organic waste and nonorganic waste ("Solid Waste Services"), and the awarding of franchise agreements for Solid Waste Services; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1) and Sections 16.5 and 16.6 of the South Pasadena Municipal Code, the City is authorized to grant an exclusive franchise to a qualified solid waste enterprise for Solid Waste Services within the City without competitive bidding; and

WHEREAS, the City previously entered into an Exclusive Solid Waste Handling agreement with Arakelian Enterprises, Inc. (dba Athens Services) ("Athens") dated October 2, 2024 (the "2024 Agreement"); and

WHEREAS, following good faith negotiations, the City and Athens desire to enter into a new First Amended and Restated Exclusive Solid Waste Handling Agreement ("Amended Agreement"), a copy of which is on file in the office of the City Clerk, which will supersede and replace the 2024 Agreement, in order to modify the services in order to bring the City into compliance with applicable law, including Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require jurisdictions to provide organic waste collection services; and

WHEREAS, as required by the public health, safety and well-being, the City Council desires to approve the Amended Agreement; and

WHEREAS, the City Council is authorized pursuant to California Health and Safety Code Section 5471 to prescribe, revise and collect rates and charges for Solid Waste Services; and

WHEREAS, implementation of a modified SB 1383 program will result in additional costs being incurred by Athens, and in order to compensate Athens for its additional costs, Athens has requested the City Council to adjust the maximum rates for Solid Waste Services for all premises in the City (single-family premises, multi-family premises, and commercial premises) in accordance with the Maximum Service Rates set forth in Exhibit 1 to the proposed Amended Agreement (the "Proposed Rate Adjustments") and to modify the formulas for increasing the Maximum Rates on July 1, 2027, July 1, 2028, and July 1, 2029 (the "Proposed Formula Adjustments"); and

WHEREAS, City staff recommends that the City Council consider the Proposed Rate Adjustments and Proposed Formula Adjustments following a public hearing held and noticed in accordance with the requirements of Article XIII D, Section 6 of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq*.) ("Implementation Act"); and

WHEREAS, the City Council desires to initiate proceedings to consider the Proposed Rate Adjustments and the Proposed Formula Adjustments; and

WHEREAS, the proposed Amended Agreement provides that it will not become effective until after the culmination of any proceedings relating to Proposition 218, resulting in the approval by the City Council of the Maximum Service Rates set forth in Exhibit 1 of the Amended Agreement and the Proposed Formula Adjustments; and

WHEREAS, City staff has evaluated the entering into of the proposed Amended Agreement and approval of the Proposed Rate Adjustments and Proposed Formula Adjustments for purposes of compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq*.) (CEQA) and the California CEQA Guidelines and has determined that approval of the Amended Agreement and Proposed Rate Adjustments and Proposed Formula Adjustments are intended to implement State mandated requirements of the California Senate Bill (SB) 1383, Short-lived Climate Pollutant Reduction Act of 2016. Pursuant to CEQA Guidelines Section 15308, Class 8, "Actions by Regulatory Agencies for Protection of the Environment," these actions are exempt from further review under CEQA. The development and implementation of the modified services is a requirement of the California Department of Resources Recycling and Recovery (CalRecycle) and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment, and involves procedures for protection of the environment. Furthermore, the modified services apply to the City's existing volume of generated solid waste, where there is no expansion of use, and is therefore exempt from the CEQA analysis based on State CEQA Guidelines

requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein as if set forth in full.

Section 2. The City Council hereby approves the Amended Agreement and authorizes the City Manager to execute the Amended Agreement in substantially the form on file with the City Clerk, with such changes as deemed necessary or appropriate by the City Manager or City Attorney, and authorizes the City Manager to do all things necessary and proper to implement this resolution.

Section 3. The City Council hereby directs staff to proceed with mailing notice of a public hearing on the Proposed Rate Adjustments and Proposed Formula Adjustments, to be held on July 16, 2025, or such other date selected by the City Manager, in accordance with the requirements of Article XIII D, Section 6 of the California Constitution and the Implementation Act.

Section 4. The City Council concurs with staff's CEQA determination set forth in the recitals.

Section 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of South Pasadena on this 21st day of May 2025.

_____
Janet Braun, Mayor

ATTEST:

_____
Hector Gomez,
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 day of May, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Hector Gomez,
Chief City Clerk

CITY OF SOUTH PASADENA
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

May 21, 2025

Steven Librenjak
Athens Services, Area Vice President
14048 Valley Blvd.
City of Industry, CA 91746
Email: SLibrenjak@AthensServices.com

Re: Customer billings for the period of July 1, 2025 through September 30, 2025

This letter memorializes the agreement between the City of South Pasadena ("City") and Arakelian Enterprises Inc. dba Athens Services ("Athens") with respect to customer billings for the period of July 1, 2025 through September 30, 2025.

Relevant Facts

As currently drafted, the First Amended and Restated Exclusive Solid Waste Handling Agreement ("Amended Agreement") becomes effective upon "the culmination of any proceedings relating to Proposition 218, resulting in the approval by City Council of the Maximum Service Rates specified in Exhibit 1." As of the date of this letter, the City's Proposition 218 proceedings have not commenced but are planned to proceed, with a public hearing to be held on or around July 16, 2025.

At the same time, under the existing Exclusive Solid Waste Handling Agreement, dated October 2, 2024 ("Current Agreement"), between the City and Athens, Athens is entitled to an annual rate adjustment ("2025 Rate Adjustment") effective July 1, 2025, which is prior to the earliest date that the Amended Agreement could become effective. The Maximum Service Rates specified in Exhibit 1 of the Amended Agreement waives the 2025 Rate Adjustment.

Resolution

To avoid a situation where, on July 1, 2025, Athens bills customers under the Current Agreement, which includes the 2025 Rate Adjustment, only for the Amended Agreement to take effect on or around July 16, 2025, which waives the 2025 Rate Adjustment, the City and Athens agree that the 2025 Rate Adjustment will not be included in the July 1, 2025 billings, and instead will be included in billings beginning October 1, 2025, *but only* if the Amended Agreement has not become effective by that date. This means rate adjustments effective July 1, 2025, will accrue from that date but will not be billed until October 1, 2025 should the Amended Agreement not become effective by that date. If the Amended Agreement becomes

effective by October 1, 2025, the 2025 Rate Adjustment will be waived and customers will not be billed at all for the 2025 Rate Adjustment. Instead, customers will be billed in accordance with the Maximum Service Rates set forth in Exhibit 1 to the Amended Agreement.

Please indicate Athens' acknowledgement of, and agreement with, the foregoing by executing this letter as provided below and returning an executed copy to me.

Thank you for your cooperation. Please contact us if you have any questions.

Sincerely,

_____

H. Ted Gerber
Public Works Director
City of South Pasadena

By acknowledges and agrees to the terms of this letter.

By:_____

Name:_____

Title:_____

CITY OF SOUTH PASADENA
Public Works Department
1414 Mission Street
South Pasadena, CA 91030-3298

NOTICE OF PUBLIC HEARING

ON PROPOSED ADJUSTMENTS TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

July 16, 2025
7:00 p.m.

City Hall Council Chambers
1424 Mission Street.
South Pasadena, CA 91030

CITY OF SOUTH PASADENA
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

NOTICE OF PUBLIC HEARING IN CONNECTION WITH PROPOSED ADJUSTMENTS TO THE MAXIMUM SERVICE RATES FOR SOLID WASTE SERVICES

Dear City of South Pasadena Customer/Owner of Record:

This notice is to inform you of a public hearing on proposed rate adjustments due to the implementation of a third waste stream/source-separated recycling collection services in the City of South Pasadena.

PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, July 16, 2025, at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of South Pasadena will hold a public hearing in the Council Chambers of City Hall, 1424 Mission Street, South Pasadena, CA 91030, to consider approving proposed adjustments to the Maximum Service Rates ("Rates") for the collection, transfer, transportation, recycling, processing, and disposal of solid waste ("Solid Waste Services").

The public hearing will be conducted in accordance with California Constitution Article XIII D, Section 6 (also known as Proposition 218). This notice is being sent to record owners of properties in the City that are subject to the Rates and to tenants that are directly responsible for paying for Solid Waste Services. As a result, you may receive duplicates of this notice.

Please check the agenda for the July 16, 2025 City Council meeting once it is posted on the City's website for additional information about how you can participate in the public hearing. Currently, members of the public have the option to participate in City Council meetings in person or virtually via Zoom or written public comment.

THE PROPOSED ADUSTMENTS TO THE MAXIMUM SERVICE RATES -- CHANGES TO THE ANNUAL RATE ADJUSTMENT FORMULA

The City currently contracts with a private solid waste hauler, Arakelian Enterprises, Inc. (dba Athens Services) ("Athens"), to provide Solid Waste Services. On May 21, 2025, the City Council approved a first amended and restated agreement ("Amended Agreement") with Athens to add a third waste stream/source-separated recycling services to the current Solid Waste Services. The Amended Agreement will help ensure that the City complies with State law, including Senate Bill (SB)1383, the Short-Lived Climate Pollutant Reduction Act, and the SB 1383 Regulations, which require the City to provide organic waste collection services and meet organic waste processing requirements.

In connection with the City's current agreement with Athens, on October 2, 2024, following a public hearing, the City Council approved initial Rate increases effective on January 1, 2025, and a formula for adjusting the Rates on July 1, 2025, July 1, 2026, July 1, 2027 and July 1, 2028 without the need to hold additional public hearings. **The Amended Agreement will add a third waste stream/source-separated recycling collection services for all Solid Waste customers without an immediate increase to Rates.** Instead, the City is proposing a change in the current annual rate adjustment formula to cover the cost of providing the added recycling collection services. If the proposed Rate

adjustments are approved by City Council, Rates will not be adjusted on July 1, 2025 and July 1, 2026. In addition, the Rates may be adjusted on July 1, 2027, July 1, 2028, and July 1, 2029 using the new annual rate adjustment formula without holding additional public hearings. The Amended Agreement will not become effective unless the City Council approves the proposed Rate adjustments.

The current Rates and proposed Rates for additional optional recycling collection services are shown on the attached chart. Each Rate applies to a specific type and frequency of service, and is calculated by adding together the Operations Component, Disposal Component (if applicable), and the Franchise Fee Component. The Operations Component includes Athens' costs of collecting and transporting Solid Waste, the Disposal Component includes Athens' per ton costs of processing and disposing of Solid Waste, and the Franchise Fee Component is calculated as ten percent (10%) of the Rate.

If the new annual rate adjustment formula is approved by the City Council, on July 1, 2027, July 1, 2028, and July 1, 2029, without holding additional public hearings, the Operations Component may be adjusted by an amount not to exceed the percentage change in the Consumer Price Index for Trash and Garbage Collection (Trash CPI) for the immediately previous 12-month period (March through February) plus one percent (1%). For purposes of the adjustment, the Trash CPI is the Consumer Price Index for Trash and Garbage Collection Series ID: CUUR0000SEHGO2, Not Seasonally Adjusted, U.S. City Average as maintained and published by the United States Bureau of Labor Statistics, or its successor index. Also, the Disposal Component may be adjusted in proportion to the increase or decrease in costs as determined by the percentage change in gate rates or tipping fees (including but not limited to all taxes and surcharges) at the appropriate facility(ies) not to exceed the percentage change in the Trash CPI plus one percent (+1%), as described above. Therefore, on each July 1st from 2027 through 2029, each Rate may be adjusted by an amount not to exceed the percentage change in the Trash CPI plus one percent (+1%), as described above.

PROPOSED CHANGES TO SOLID WASTE SERVICES

Single-Family Customers (1-4 units) with Manual Barrel Collection Service will see no immediate changes to their current solid waste rates. In addition, the July 1, 2025 and July 1, 2026 annual rate adjustments will be waived and there will be no increases to Rates until the annual rate adjustment on July 1, 2027, which will use the new annual rate adjustment formula as described above. If the Amended Agreement becomes effective, Athens will provide these customers with a minimum of one thirty-two (32) gallon black barrel (for solid waste), one thirty-two (32) gallon blue barrel (for recyclables), one thirty-two (32) gallon green barrel (for organics), and up to four additional barrels, any combination of black, blue, or green, for a maximum of seven (7) barrels total. Additional Rates for barrels after seven are shown in the attached chart. The timeline of new barrel deployment is dependent upon approval of the proposed Rate adjustments. More information regarding new barrel deployment, old barrel collection, and new three-stream collection services will be provided to all customers prior to any changes.

Single-Family, Multi-Family, and Commercial Customers with Automated Bin (Dumpster) Service will see no immediate changes to their current solid waste rates. In addition, the July 1, 2025 and July 1, 2026 annual rate adjustments will be waived and there will be no increases to Rates until the annual rate adjustment on July 1, 2027, which will use the new annual rate adjustment formula as described above. If the Amended Agreement becomes effective, Athens will provide these customers with one ninety-six (96) gallon blue cart for recyclable materials, serviced one time per week, in addition to their current solid waste services. If these customers choose to increase the service level for recycling collection services by volume or frequency, additional Rates will apply as shown in the attached chart. These customers will also still be required to subscribe to organics collection services as required under the City's current agreement with Athens. The timeline of new blue cart deployment is dependent upon approval of the proposed Rate adjustments. More information regarding new blue cart deployment and new three-stream collection services will be provided to all customers prior to any changes.

To view the complete current rate schedules, visit www.SouthPasadenaCA.gov.

PUBLIC HEARING AND PROTEST PROCESS

At the public hearing, the City Council will hear and consider all objections or protests to the proposed Rate adjustments. Any record owner of property subject to the Rates and any tenant that is directly liable for paying for Solid Waste Services (each, a "customer") may submit a written protest against the proposed Rate adjustments. If a parcel has more than one customer, only one written protest against the proposed Rate adjustments will be counted in determining the existence of a majority protest against the proposed Rate adjustments. A majority protest against the proposed Rate adjustments will exist if at the end of the public hearing, there are written protests submitted (and not withdrawn) by a majority of the customers subject to the proposed Rate adjustments. The City Council cannot adopt the proposed Rate adjustments if a majority protest exists.

How to Submit a Written Protest. To be counted in determining the existence of a majority protest against the proposed Rate adjustments, a protest must: (1) be in writing, (2) identify the parcel subject to the proposed Rate adjustments (by assessor's parcel number or service street address), (3) state opposition to the proposed Rate adjustments, and (4) include the name and original signature of the customer submitting the protest.

Written protests may be delivered in person to the City Clerk during the public hearing. Written protests may also be submitted prior to the public hearing by mail or personal delivery to the Office of the City Clerk at 1414 Mission Street, South Pasadena, CA 91030. Protests that are mailed or delivered to the Office of the City Clerk must be received (not postmarked) at City Hall prior to 12:00 p.m. on July 16, 2025 to be counted. Emailed and faxed protests will not be accepted.

If you have any questions regarding the proposed Rate adjustments or would like to view the current rate schedule, please contact the City of South Pasadena Public Works Department at (626) 403-7240 or visit www.SouthPasadenaCA.gov.

CITY OF SOUTH PASADENA
PROPOSED SCHEDULE OF RATES
Rates may escalate on July 1, 2027, July 1, 2028, and July 1, 2029

MANUAL BARREL COLLECTION (Solid Waste + Recyclables + Organics)

SINGLE-FAMILY (1 UNIT)

Waste Type	*For Solid Waste, Recyclable Materials, and Organic Waste Collection*
Container Type	*Customers will be provided up to seven 32-gallon Barrels and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color. Additional Barrels, after seven, require additional fees. There is no change in rate for having less than seven Barrels.*
Frequency	*1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1 UNIT	11.75	51.89	63.64	7.07	**$70.71**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

SINGLE-FAMILY (2-4 UNITS)

Waste Type	*For Solid Waste, Recyclable Materials, and Organic Waste Collection*
Container Type	*Customers will be provided up to seven 32-gallon Barrels **per unit** and can choose a mix of Black Barrels (for Solid Waste), Blue Barrels (for Recyclable Materials), and Green Barrels (for Organic Waste) with a minimum of one Barrel of each color **per unit**. Additional Barrels, after seven **per unit**, require additional fees. There is no change in rate for having less than seven Barrels **per unit**.*
Frequency	*1x Collection per week (minimum and maximum)*

	DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
EACH ADDITIONAL 32-GALLON BARREL	3.19	3.68	6.87	0.76	**$7.63**
ONE TIME DELIVERY CHARGE FOR ADD. BARREL	-	25.43	25.43	2.83	**28.26***

***One-time charge**

MULTI-FAMILY (5+ UNITS) - MANUAL BARREL COLLECTION SERVICES ARE NOT OFFERED TO MULTI-FAMILY CUSTOMERS

COMMERCIAL - SEE COMMERCIAL COLLECTION BELOW FOR MANUAL BARREL COLLECTION OPTIONS

AUTOMATED BIN COLLECTION (Solid Waste + Recyclables)

SINGLE-FAMILY (1 UNIT)

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, and 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required and Additional Services/Fees	*For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
+ ONE 96-GAL	2X per week	64.03	174.04	238.07	26.45	**$264.52**
BLUE CART	3X per week	96.06	215.84	311.90	34.66	**$346.56**
(1X PER WEEK)	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**

2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
+ ONE 96-GAL	2X per week	84.86	184.19	269.05	29.89	**$298.94**
BLUE CART	3X per week	127.33	229.58	356.91	39.66	**$396.57**
(1X PER WEEK)	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
+ ONE 96-GAL	2X per week	128.19	171.80	299.99	33.33	**$333.32**
BLUE CART	3X per week	192.32	197.96	390.28	43.36	**$433.64**
(1X PER WEEK)	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
+ ONE 96-GAL	2X per week	200.01	265.38	465.39	51.71	**$517.10**
BLUE CART	3X per week	339.41	345.76	685.17	76.13	**$761.30**
(1X PER WEEK)	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**
6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
+ ONE 96-GAL	2X per week	261.93	346.09	608.02	67.56	**$675.58**
BLUE CART	3X per week	443.84	450.70	894.54	99.39	**$993.93**
(1X PER WEEK)	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**

MULTI-UNIT DWELLINGS (2 UNITS OR MORE)

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 1.5 yard, 2 yard, 3 yard, 4 yard, or 6 yard Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required and Additional Services/Fees	*Monthly Bin Rental Fee must be added to monthly service charge. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
BIN RENTAL FEE (in addition to per unit charge below)						
ALL OPTIONS	1.5 YARD BIN	5.16	21.73	26.89	2.99	**$29.88**
INCLUDE ONE	2 YARD BIN	7.09	29.46	36.55	4.06	**$40.61**
96-GALLON	3 YARD BIN	10.42	43.32	53.74	5.97	**$59.71**
BLUE CART	*4 YARD BIN	13.75	57.17	70.92	7.88	**$78.80**
(1X PER WEEK)	*6 YARD BIN	17.08	71.02	88.10	9.79	**$97.89**
		*Scout Service not available due to Bin Size				
1X PER WEEK	2 UNITS	15.59	70.51	86.10	9.57	**$95.67**
	3 UNITS	19.09	84.57	103.66	11.52	**$115.18**
	4 UNITS	22.50	98.62	121.12	13.46	**$134.58**
	5 UNITS	25.85	112.43	138.28	15.36	**$153.64**
	6 UNITS	28.06	121.96	150.02	16.67	**$166.69**
	7 UNITS	29.96	129.70	159.66	17.74	**$177.40**
	8 UNITS	31.74	137.54	169.28	18.81	**$188.09**
	9 UNITS	33.68	145.42	179.10	19.90	**$199.00**
	10 UNITS	35.54	153.19	188.73	20.97	**$209.70**

	11 UNITS	37.46	161.08	198.54	22.06	**$220.60**
	12 UNITS	39.26	168.79	208.05	23.12	**$231.17**
	13+ UNITS (add per unit)	3.20	13.16	16.36	1.82	**$18.18**
2X PER WEEK	2 UNITS	38.83	167.00	205.83	22.87	**$228.70**
	3 UNITS	40.91	175.80	216.71	24.08	**$240.79**
	4 UNITS	43.05	184.65	227.70	25.30	**$253.00**
	5 UNITS	45.16	193.45	238.61	26.51	**$265.12**
	6 UNITS	47.04	201.27	248.31	27.59	**$275.90**
	7 UNITS	49.16	210.10	259.26	28.81	**$288.07**
	8 UNITS	51.26	218.84	270.10	30.01	**$300.11**
	9 UNITS	53.32	227.57	280.89	31.21	**$312.10**
	10 UNITS	55.51	236.29	291.80	32.42	**$324.22**
	11 UNITS	57.63	245.05	302.68	33.63	**$336.31**
	12 UNITS	59.60	253.82	313.42	34.82	**$348.24**
	13+ UNITS (add per unit)	4.81	19.74	24.55	2.73	**$27.28**
3X PER WEEK	2 UNITS	66.07	283.49	349.56	38.84	**$388.40**
	3 UNITS	69.57	297.55	367.12	40.79	**$407.91**
	4 UNITS	72.98	311.60	384.58	42.73	**$427.31**
	5 UNITS	76.33	325.41	401.74	44.64	**$446.38**
	6 UNITS	78.92	334.32	413.24	45.92	**$459.16**
	7 UNITS	80.83	342.14	422.97	47.00	**$469.97**
	8 UNITS	82.73	350.07	432.80	48.09	**$480.89**
	9 UNITS	84.51	357.69	442.20	49.13	**$491.33**
	10 UNITS	86.65	366.09	452.74	50.30	**$503.04**
	11 UNITS	88.65	374.25	462.90	51.43	**$514.33**
	12 UNITS	90.54	382.94	473.48	52.61	**$526.09**
	13+ UNITS (add per unit)	6.31	26.39	32.70	3.63	**$36.33**
4X PER WEEK	2 UNITS	97.31	419.99	517.30	57.48	**$574.78**
	3 UNITS	99.39	428.78	528.17	58.69	**$586.86**
	4 UNITS	101.53	437.63	539.16	59.91	**$599.07**
	5 UNITS	103.64	446.43	550.07	61.12	**$611.19**
	6 UNITS	105.52	454.25	559.77	62.20	**$621.97**
	7 UNITS	107.64	463.08	570.72	63.41	**$634.13**
	8 UNITS	109.74	471.82	581.56	64.62	**$646.18**
	9 UNITS	111.80	480.55	592.35	65.82	**$658.17**
	10 UNITS	113.99	489.27	603.26	67.03	**$670.29**
	11 UNITS	116.11	498.03	614.14	68.24	**$682.38**
	12 UNITS	118.08	506.80	624.88	69.43	**$694.31**
	13+ UNITS (add per unit)	7.84	33.02	40.86	4.54	**$45.40**
5X PER WEEK	2 UNITS	132.55	576.48	709.03	78.78	**$787.81**
	3 UNITS	136.05	590.54	726.59	80.73	**$807.32**
	4 UNITS	139.46	604.59	744.05	82.67	**$826.72**
	5 UNITS	142.81	618.39	761.20	84.58	**$845.78**
	6 UNITS	145.40	627.30	772.70	85.86	**$858.56**
	7 UNITS	147.31	635.12	782.43	86.94	**$869.37**
	8 UNITS	149.21	643.06	792.27	88.03	**$880.30**
	9 UNITS	150.99	650.68	801.67	89.07	**$890.74**
	10 UNITS	153.13	659.07	812.20	90.24	**$902.44**
	11 UNITS	155.13	667.23	822.36	91.37	**$913.73**

	12 UNITS	157.02	675.93	832.95	92.55	**$925.50**
	13+ UNITS (add per unit)	9.37	39.65	49.02	5.45	**$54.47**
6X PER WEEK	2 UNITS	171.79	752.97	924.76	102.75	**$1,027.51**
	3 UNITS	173.87	761.77	935.64	103.96	**$1,039.60**
	4 UNITS	176.01	770.61	946.62	105.18	**$1,051.80**
	5 UNITS	178.12	779.42	957.54	106.39	**$1,063.93**
	6 UNITS	180.00	787.23	967.23	107.47	**$1,074.70**
	7 UNITS	182.12	796.06	978.18	108.69	**$1,086.87**
	8 UNITS	184.22	804.80	989.02	109.89	**$1,098.91**
	9 UNITS	186.28	813.53	999.81	111.09	**$1,110.90**
	10 UNITS	188.47	822.26	1010.73	112.30	**$1,123.03**
	11 UNITS	190.59	831.02	1021.61	113.51	**$1,135.12**
	12 UNITS	192.56	839.79	1032.35	114.71	**$1,147.06**
	13+ UNITS (add per unit)	10.90	46.28	57.18	6.35	**$63.53**

COMMERCIAL

Waste Type	*For Solid Waste and Recyclable Materials Collection. Each rate includes one 96-gallon blue Cart, serviced 1x per week. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service.*
Container Type	*Option of 32-gallon Barrel, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard, or 3 yard compactor Bin for Solid Waste; all options include one 96-gallon Cart for Recyclables*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week for Solid Waste; all options include 1x Collection per week for Recyclables*
Required and Additional Services/Fees	*For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates. Organic Waste Collection Service is required in addition to this Solid Waste and Recyclable Materials Collection Service. See "Organics Collection" table for service levels and rates.*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
1.5 YARD BIN	1X per week	31.99	98.03	130.02	14.45	**$144.47**
+ ONE 96-GAL	2X per week	64.03	174.04	238.07	26.45	**$264.52**
BLUE CART	3X per week	96.06	215.84	311.90	34.66	**$346.56**
(1X PER WEEK)	4X per week	128.15	257.49	385.64	42.85	**$428.49**
	5X per week	160.18	299.28	459.46	51.05	**$510.51**
	6X per week	192.16	341.01	533.17	59.24	**$592.41**
2 YARD BIN	1X per week	42.44	103.39	145.83	16.20	**$162.03**
+ ONE 96-GAL	2X per week	84.86	184.19	269.05	29.89	**$298.94**
BLUE CART	3X per week	127.33	229.58	356.91	39.66	**$396.57**
(1X PER WEEK)	4X per week	169.79	274.81	444.60	49.40	**$494.00**
	5X per week	212.22	320.23	532.45	59.16	**$591.61**
	6X per week	254.68	365.54	620.22	68.91	**$689.13**
3 YARD BIN	1X per week	64.10	145.44	209.54	23.28	**$232.82**
+ ONE 96-GAL	2X per week	128.19	171.80	299.99	33.33	**$333.32**
BLUE CART	3X per week	192.32	197.96	390.28	43.36	**$433.64**
(1X PER WEEK)	4X per week	256.45	235.62	492.07	54.67	**$546.74**
	5X per week	320.53	279.13	599.66	66.63	**$666.29**
	6X per week	384.67	305.45	690.12	76.68	**$766.80**
4 YARD BIN	1X per week	75.39	170.21	245.60	27.29	**$272.89**
+ ONE 96-GAL	2X per week	200.01	265.38	465.39	51.71	**$517.10**
BLUE CART	3X per week	339.41	345.76	685.17	76.13	**$761.30**
(1X PER WEEK)	4X per week	473.74	431.23	904.97	100.55	**$1,005.52**
	5X per week	603.45	521.31	1124.76	124.97	**$1,249.73**
	6X per week	751.96	592.61	1344.57	149.40	**$1,493.97**

6 YARD BIN	1X per week	99.15	222.38	321.53	35.73	**$357.26**
+ ONE 96-GAL	2X per week	261.93	346.09	608.02	67.56	**$675.58**
BLUE CART	3X per week	443.84	450.70	894.54	99.39	**$993.93**
(1X PER WEEK)	4X per week	619.01	562.03	1181.04	131.23	**$1,312.27**
	5X per week	788.13	679.42	1467.55	163.06	**$1,630.61**
	6X per week	981.76	772.27	1754.03	194.89	**$1,948.92**
3 YARD COMPACTOR BIN	1X per week	192.30	149.83	342.13	38.01	**$380.14**
+ ONE 96-GAL	2X per week	384.58	180.58	565.16	62.80	**$627.96**
BLUE CART	3X per week	576.97	211.13	788.10	87.57	**$875.67**
(1X PER WEEK)	4X per week	769.37	253.17	1022.54	113.62	**$1,136.16**
	5X per week	961.62	301.09	1262.71	140.30	**$1,403.01**
	6X per week	1154.01	331.80	1485.81	165.09	**$1,650.90**
COMMERCIAL MANUAL BARREL COLLECTION (PER 32-GALLON BARREL) + ONE 96-GALLON BLUE CART (1X PER WEEK) **Only one blue Cart regardless of number of barrels. For additional Recyclable Materials Collection Services, see "Recyclable Materials Collection" table for service levels and rates.*						
	1X per week	14.56	66.98	81.54	9.06	**$90.60**

ORGANICS COLLECTION

The organics collection services below are <u>required</u> for all single-family customers with automated bin service, multi-family customers, and commercial customers.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type — *For Organic Waste Collection Only (Food Scraps, Food-soiled Paper, Green Waste, etc.). Organic Waste Collection Service is required and Solid Waste and Recyclable Materials Collection Service is required in addition to this Organic Waste Collection Service.*

Container Type — *Option of 64-gallon Cart, 1.5 yard Bin, 2 yard Bin, or Roll-off (3 or 3+ yard Bins are not offered for Organics Collection)*

Frequency — *Option of 1x, 2x, 3x, 4x, or 5x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
64-GALLON CART	1X per week	-	160.76	160.76	17.86	**$178.62**
(PRIMARY)	2X per week	-	280.69	280.69	31.19	**$311.88**
	3X per week	-	400.60	400.60	44.51	**$445.11**
	4X per week	-	520.54	520.54	57.84	**$578.38**
	5X per week	-	640.46	640.46	71.16	**$711.62**
64-GALLON CART	1X per week	-	136.31	136.31	15.15	**$151.46**
(EACH	2X per week	-	238.67	238.67	26.52	**$265.19**
ADDITIONAL)	3X per week	-	341.10	341.10	37.90	**$379.00**
	4X per week	-	443.47	443.47	49.27	**$492.74**
	5X per week	-	545.88	545.88	60.65	**$606.53**
1.5 YARD BIN	1X per week	-	337.40	337.40	37.49	**$374.89**
(PRIMARY)	2X per week	-	655.15	655.15	72.79	**$727.94**
	3X per week	-	974.54	974.54	108.28	**$1,082.82**
	4X per week	-	1292.28	1292.28	143.59	**$1,435.87**
	5X per week	-	1611.67	1611.67	179.07	**$1,790.74**
1.5 YARD BIN	1X per week	-	276.88	276.88	30.76	**$307.64**
(EACH	2X per week	-	539.80	539.80	59.98	**$599.78**
ADDITIONAL)	3X per week	-	804.55	804.55	89.39	**$893.94**
	4X per week	-	1067.70	1067.70	118.63	**$1,186.33**
	5X per week	-	1332.43	1332.43	148.05	**$1,480.48**

2 YARD BIN (PRIMARY)	1X per week	-	399.64	399.64	44.40	**$444.04**
	2X per week	-	779.63	779.63	86.63	**$866.26**
	3X per week	-	1157.98	1157.98	128.66	**$1,286.64**
	4X per week	-	1537.96	1537.96	170.88	**$1,708.84**
	5X per week	-	1917.95	1917.95	213.11	**$2,131.06**
2 YARD BIN (EACH ADDITIONAL)	1X per week	-	312.29	312.29	34.70	**$346.99**
	2X per week	-	613.04	613.04	68.12	**$681.16**
	3X per week	-	913.31	913.31	101.48	**$1,014.79**
	4X per week	-	1214.46	1214.46	134.94	**$1,349.40**
	5X per week	-	1516.00	1516.00	168.44	**$1,684.44**
ORGANICS OPEN ROLL-OFF OR COMPACTOR ROLL-OFF						
	Haul Rate		304.20	304.20	33.80	**$338.00**
	Disposal/Ton Rate		153.79	153.79	17.09	**$170.88**

RECYCLABLE MATERIALS COLLECTION
Effective August 1, 2025

All customers receive Recyclable Materials Collection as part of their Solid Waste Collection Service. Single-family customers with automated bin service, multi-family customers, and commercial customers who wish to increase their Recycling Collection Services may add the services listed below for an additional fee.

FOR SINGLE-FAMILY, MULTI-FAMILY, AND COMMERCIAL CUSTOMERS WITH AUTOMATED BIN COLLECTION

Waste Type	*For additional Recyclable Materials Collection Only.*
Container Type	*Option of 96-gallon Cart, 1.5 yard, 2 yard, 3 yard, 4 yard, 6 yard Bin*
Frequency	*Option of 1x, 2x, 3x, 4x, 5x, or 6x Collections per week*

		DISPOSAL COMPONENT	OPERATIONS COMPONENT	DISPOSAL + OPERATIONS COMPONENTS	FRANCHISE FEE COMPONENT	TOTAL MONTHLY RATE
96-GALLON CART	1X per week	0.00	47.58	47.58	5.29	**$52.87**
	2X per week	0.00	94.17	94.17	10.46	**$104.63**
	3X per week	0.00	140.75	140.75	15.64	**$156.39**
	4X per week	0.00	187.34	187.34	20.82	**$208.16**
	5X per week	0.00	233.92	233.92	25.99	**$259.91**
	6X per week	0.00	280.51	280.51	31.17	**$311.68**
1.5 YARD BIN	1X per week	0.00	59.10	59.10	6.57	**$65.67**
	2X per week	0.00	112.35	112.35	12.48	**$124.83**
	3X per week	0.00	165.60	165.60	18.40	**$184.00**
	4X per week	0.00	218.85	218.85	24.32	**$243.17**
	5X per week	0.00	272.10	272.10	30.23	**$302.33**
	6X per week	0.00	325.35	325.35	36.15	**$361.50**
2 YARD BIN	1X per week	0.00	63.03	63.03	7.00	**$70.03**
	2X per week	0.00	119.62	119.62	13.29	**$132.91**
	3X per week	0.00	176.20	176.20	19.58	**$195.78**
	4X per week	0.00	232.78	232.78	25.86	**$258.64**
	5X per week	0.00	289.36	289.36	32.15	**$321.51**
	6X per week	0.00	345.95	345.95	38.44	**$384.39**
3 YARD BIN	1X per week	0.00	70.66	70.66	7.85	**$78.51**
	2X per week	0.00	133.91	133.91	14.88	**$148.79**
	3X per week	0.00	197.16	197.16	21.91	**$219.07**
	4X per week	0.00	260.41	260.41	28.93	**$289.34**
	5X per week	0.00	323.65	323.65	35.96	**$359.61**
	6X per week	0.00	386.90	386.90	42.99	**$429.89**

4 YARD BIN	1X per week	0.00	78.70	78.70	8.74	**$87.44**
	2X per week	0.00	148.62	148.62	16.51	**$165.13**
	3X per week	0.00	218.53	218.53	24.28	**$242.81**
	4X per week	0.00	288.44	288.44	32.05	**$320.49**
	5X per week	0.00	358.35	358.35	39.82	**$398.17**
	6X per week	0.00	428.27	428.27	47.59	**$475.86**
6 YARD BIN	1X per week	0.00	95.38	95.38	10.60	**$105.98**
	2X per week	0.00	178.62	178.62	19.85	**$198.47**
	3X per week	0.00	261.87	261.87	29.10	**$290.97**
	4X per week	0.00	345.11	345.11	38.35	**$383.46**
	5X per week	0.00	428.35	428.35	47.59	**$475.94**
	6X per week	0.00	511.59	511.59	56.84	**$568.43**

Attachment No. 5

Amendment to Exclusive Solid Waste Handling Services Agreement

May 21, 2025

South Pasadena Public Works

City of SOUTH PASADENA

Background

- Senate Bill 1383 requires jurisdictions to provide organics collection services to all residents and businesses.
- A new agreement went into effect with a special rate adjustment for all customers on January 1, 2025.
- Athens and a City Athens Negotiations Working Group conducted additional negotiations to address the high diversion requirements of SB 1383.
- Focus: provide additional services and comply with SB 1383 with minimal immediate financial impact to ratepayers.
- City staff are proposing new amended and restated Agreement for approval and recommend approval of a resolution setting the Proposition 218 public hearing date to July 16, 2025.



Proposed Amended Agreement

City Council provided direction to proceed with an amendment with the following terms:

- ✓ Add recycling/blue collection service (third waste stream) for all customers.
- ✓ Freeze all rates at the January 1, 2025 rate schedule for all customers until July 1, 2027.
- ✓ Modify the annual rate adjustment formula from using CPI to using Trash CPI plus 1%.
- ✓ Extend the current seven-year rolling term to a ten-year rolling term.
- ✓ The City will agree to not issue a Notice of Intent to Wind Down for five years.

Modifications to Bulky Item Pick-Up Services:

- ✓ Provide all residential customers with one free curbside bulky item pick-up (for up to 5 items) per calendar quarter
- ✓ Replaces Senior Citizen Weeks and Dumpster Days
- ✓ Addresses issues with event locations, accessibility, and safety

3-Stream Implementation - Fleet

Fleet for 2-Stream System:

- (2) Commercial Front Loaders
- (2) Mother Trucks
- (1) Scout Truck
- (1) Mini Class C Rear Loader*
- (8) Manual Service Pick-up Trucks



4x
Commercial and
Mother Trucks



1x
(1) Green
Rear Loader



1x
Scout Truck



8x
Manual Service
Pick-up Trucks

Fleet for 3-Stream System:

- (2) Commercial Front Loaders
- (3) Mother Trucks*
- (1) Scout Truck
- (2) Mini Class C Rear Loaders*
- (12) Manual Service Pick-up Trucks*



5x
Commercial and
Mother Trucks



2x
(1) Blue
(1) Green
Rear Loaders



1x
Scout Truck



12x
Manual Service
Pick-up Trucks

*Vehicles to be added to fleet.

3-Streamline Implementation of Containers

Residential

- Up to 7 barrels per customer (minimum 1 black, 1 blue, 1 green)
- 29,986 (32-gallon) barrels to be deployed
- Recycle existing containers



Multi-Family/Commercial

- One 96-gallon recycle cart, serviced once per week



All containers will have standard labeling indicating what is and is not acceptable in the container.

Proposed Amendments

CPI → Trash CPI + 1%

- Current CPI measures the costs of consumer goods, which does not reflect the direct costs of the waste industry.
- Costs of goods and services will continue to evolve in the waste industry, and the Trash index measures those direct costs.
- To add the services of a third waste stream, Athens will need to incur significant capital expenses. The additional 1% covers these labor, operational, and equipment costs.

7 Year Rolling Term → 10 Year Rolling Term

- Enables Athens to recoup their capital investments and the loss of the rate freeze over time.
- Peer Cities with Trash CPI + 1% and minimum 10 year rolling term include Azusa, Covina, Downey, Glendora, Norwalk, Sierra Madre, South El Monte, and more.

Rate Freeze and Adjustments



Next Steps

1. Prop 218 Public Hearing for changes to annual rate adjustment formula on July 16, 2025. Staff to mail Prop 218 Public Hearing Notices at least 45 days before the hearing.
2. Upon successful Prop 218 hearing, Athens to begin procurement and waste assessments.
    - Manufacturing of barrels may take 16-18 weeks and collection vehicles will take approximately 90 days.
3. New residential barrel and commercial and multi-family bin and cart deployment will begin with extensive outreach and education provided to all account holders.
    - Deployment will take approximately 6-8 weeks.
    - Athens will remove and dispose/recycle customer's old barrels as part of the deployment process.



Questions

City Council Agenda Report

ITEM NO. 21

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Zhen Tao, City Treasurer

SUBJECT: **APPROVAL OF THE CITY OF SOUTH PASADENA INVESTMENT POLICY FOR FISCAL YEAR 2025-2026**

Recommendation

It is recommended that the City Council approve the City's Investment Policy for Fiscal Year 2025-2026.

Background

The City Council is required to annually review its investment policy. Government Code Section 53646(a)(2) provides that the City Treasurer is to annually render to the legislative body of the local agency a statement of investment policy for consideration by the legislative body at a public meeting.

The City Treasurer, Zhen Tao, initially presented the investment policy to the Finance Commission at their meeting on March 27, 2025, followed by further review by the Finance Commission at the May 8, 2025 meeting. The Finance Commission provided comments to the City Treasurer, which were incorporated into the proposed investment policy.

Analysis

The investment policy for fiscal year 2025-2026 was revised to conform to the "California Municipal Treasurers Association" model policy for investment policy certification and also included minor clean-up of the policy. The list of authorized and suitable investments, which is attached as an exhibit entitled "Figure 1" was also updated to reflect the current investment statutes. This exhibit is provided annually from the California Debt and Investment Advisory Commission's (CDIAC) "Local Agency Investment Guidelines: Update for 2025," which is a publication that is issued annually by CDIAC to assist local government agencies.

As in previous policies, the investment policy includes renewal of the City Council's annual delegation of investment authority to the City Treasurer. The City Treasurer is authorized to invest and reinvest the funds of the City in accordance with the investment policy.

Fiscal Impact

There is no fiscal impact in adopting the annual investment policy.

Commission Review and Recommendation

The Finance Commission reviewed the updated investment policy for fiscal year 2025-2026 and recommended its approval.

Attachment:
South Pasadena - 2025-2026 Investment Policy.pdf

CITY OF SOUTH PASADENA

INVESTMENT POLICY

FY 2025-26

1. **Policy**

It is the policy of the City of South Pasadena (the "City") to invest public funds in a manner that will provide, in priority order, safety of principal, liquidity adequate to meet the daily cash flow demands of the City and return on investment to the highest extent possible, while conforming to all state and local statutes governing the investment of public funds.

2. **Scope**

This investment policy applies to the investment of all financial assets of the City, except for bond funds which will be invested according to the applicable bond and trust documents. The City's funds are accounted for in the City's Annual Comprehensive Financial Report ("ACFR") and include:

a) General Fund
b) Special Revenue Funds
c) Debt Service Funds
d) Capital Project Funds
e) Enterprise Funds

3. **Prudence**

Investment officials authorized to make investment decisions on behalf of the City are acting as trustees and therefore fiduciaries. The standard of prudence to be used by such investment officials shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio.

The "prudent investor" standard as set forth in California Government Code Section 53600.3 is as follows:

> "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but no limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

4. **Objectives**

The primary objectives of the City's investment activities, in order of priority, shall be:

- **Safety --** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain the objective, the City will diversify its investments by investing funds among a variety of securities.

- **Liquidity –** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

- **Return on Investment –** The City's investment portfolio shall have the objective of attaining a comparative performance measurement or an acceptable rate of return throughout budgetary and economic cycles. These measurements should be commensurate with the City's investment risk constraints identified in this Investment Policy and cash flow characteristics of the portfolio.

5. **Delegation of Authority**

Authority to manage the City's investment program is derived from California Government Code Sections 53600 *et seq.* The City Council hereby delegates to the City Treasurer the authority to invest and reinvest City funds. Such authority may be revoked by the City Council in writing at any time. The Treasurer, with the assistance of the City Manager and Finance Director, shall be responsibly for assuring that all investments are made in conformance with the Investment Policy and shall establish a system of controls to regulate the activities of subordinate officials, and their procedures in the absence of the Treasurer.

6. **Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. The Treasurer, City Manager and Finance Director are required to annually file applicable financial disclosures as required by the Fair Political Practices Commission. Further, the Treasurer, City Manager and Finance Director must refrain from undertaking personal investment transactions with the same individuals employed by the financial institution with whom business is conducted on behalf of the City.

7. **Authorized Financial Dealers and Institutions**

The Treasurer will maintain a list of approved financial institutions authorized to provide investment services to the City in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The Treasurer shall investigate dealers who wish to do business with the City to determine if they are adequately capitalized, are knowledgeable and experienced in public agency investing and in the investment products involved, have any pending legal action against the firm or the individual broker.

8. **Authorized and Suitable Investments**

The City is empowered by statute (California Government Code Section 53600 *et seq.*) to invest in certain types of securities and funds. Figure 1 attached to this Investment Policy provides the list of allowable investments of the City's funds pursuant to the California Government Code.

9. **Environmental, Social and Governance (ESG)**

Investments may be prioritized in entities that support environmental, social and governance (ESG) factors alongside traditional financial measures in the investment decision-making process, ensuring that investments are financially prudent, and impact driven. Investing in companies that prioritize conservation and sustainable business practices helps our environment for future generations and is commensurate with the City's values. ESG factors may include, but are not limited to:

- Environmental: Carbon Footprint; Energy Consumption; Water/Waste; External Conservation Initiatives, and Sector-Specific Adjustments.
- Social: Labor Rights; Employee Diversity; Corporate Social Responsibility and Human Rights/Ethics.
- Governance:
  Leadership Structure; Executive Compensation; Human Capital Management; Transparency/Disclosure; and Shareholder Rights.

10. **Review of Investment Portfolio**

The securities held by the City must be in compliance with Section 8 of this Investment Policy, "Authorized and Suitable Investments" at the time of purchase. Because some securities may not comply with Section 8 "Authorized and Suitable Investments" subsequent to the date of purchase, the Treasurer should at least annually review the portfolio to identify those securities that do not comply. The Treasurer should establish procedures to report to the City Council and the City's Finance Commission major and critical incidences of noncompliance identified through the review of the portfolio.

11. **Investment Pools/Mutual Funds**

A thorough investigation of any allowable investment pool/mutual fund is required prior to investing and on a continual basis. Best efforts will be made to acquire the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, and what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- A statement of how/if reserves and retained earnings are utilized by the pool/fund.
- A fee schedule, and when and how it is assessed.
- A statement of the eligibility of the pool/fund for bond proceeds and whether or not bond proceeds will be accepted.

12. **Collateralization**

Collateralization will be required on two types of investments: certificates of deposit and repurchase (and reverse repurchase) agreements. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for certificates of deposit and 102% for reverse repurchase agreements of principal and accrued interest.

Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

13. **Safekeeping and Custody**

All security transactions shall be conducted on a "delivery versus payment" (DVP) basis. Securities will be held by a third-party custodian designated by the Treasurer and evidenced by monthly safekeeping receipts.

14. **Diversification**

The City will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 30% of the City's total investment portfolio will be invested in a single security type. No more than 5% of the City's total investment portfolio will be invested in a single security.

15. **Maximum Maturities**

To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase.

All investment instruments will be acquired with a view toward holding such instruments to their maturity, thereby avoiding risks to loss of principal due to market fluctuations.

16. **Internal Controls**

The Treasurer is responsible for oversight of the establishment and maintenance by the City Manager and the Finance Director of an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse.

As part of its annual audit of the City, the City's external auditor will annually review internal control, account activity and compliance with statutes, policies and procedures.

17. **Performance Standards**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is passive. Given this strategy, the basis used by the City to determine whether market yields are being achieved shall be to identify a comparable

benchmark to the weighted average maturity or duration of the City's portfolio. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

18. **Reporting**

The City Treasurer shall direct the preparation of a monthly investment report by the Finance Director and his or her staff, which report shall be certified by the Treasurer and submitted to the City Manager and the Finance Commission within 30 days following the end of the month covered by the report. Monthly investment reports shall be provided to the City Council within 30 days after review by the Finance Commission.

The monthly investment report shall include the following information for all cash accounts and bank deposits:

- Balance at the end of the month; and
- Interest rate, for all interest-bearing active deposits

The monthly report shall include the following information for all investments:

- A list of individual securities held at the end of the month, by security type;
- Issuer, date of maturity, date of purchase, par value and the dollar amount invested;
- Coupon, discount or earning rate;
- Current market value as of the date of the report and the source of such valuation; and
- The weighted average maturity and weighted average yield of all investments combined.

The above information may be submitted in the form of copies of statements received by the custodial institution. For investments with LAIF, the most recent statement or statements received from the State Treasurer may be included in the monthly report in lieu of the information noted above.

The report shall also include a listing of all investment transactions for the month and must include a certification by the Treasurer, or in his or her absence, the Finance Director, certifying compliance with the City's Investment Policy, or the manner in which the portfolio is not in compliance, as well as a statement denoting the ability of the City to meet its expenditure requirements for the next six months, or an explanation as to why sufficient money shall or may not be available.

19. **Investment Policy Adoption**

The City's Investment Policy shall be reviewed and adopted annually by the City Council. The Finance Commission will review the Investment Policy periodically to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its conformance with current law, financial and economic trends, and cash flow needs of the City. Any modifications to this Investment Policy must be approved by the City Council.

FIGURE 1

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2025)[A] APPLICABLE TO ALL LOCAL AGENCIES[B]

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM REMAINING MATURITY[C]	MAXIMUM SPECIFIED % OF PORTFOLIO[D]	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations: CA and Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S. Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40%[E]	None	53601(g)
Commercial Paper: Non-pooled Funds[F] (under $100,000,000 of investments)	270 days or less	25% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	53601(h)(2)(C)
Commercial Paper: Non-pooled Funds (min. $100,000,000 of investments)	270 days or less	40% of the agency's money[G]	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper: Pooled Funds[I]	270 days or less	40% of the agency's money[G]	Highest letter and number rating by an NRSRO[H]	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%[J]	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%[K]	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%[K]	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days[L]	20% of the base value of the portfolio	None[M]	53601(j)
Medium-term Notes[N]	5 years or less	30%[G]	"A" rating category or its equivalent or better	53601(k)
Mutual Funds and Money Market Mutual Funds	N/A	20%[O]	Multiple[P,Q]	53601(l) and 53601.6(b)
Collateralized Bank Deposits[R]	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass–through and Asset Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple[S]	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Voluntary Investment Program Fund[T]	N/A	None	None	16340
Supranational Obligations[U]	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

A *Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.*

B *Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.*

C *Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.*

D *Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.*

E *No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.*

F *Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.*

G *Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.*

H *Issuing corporation must be organized and operating within the U.S., have assets in excess of $500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating organization.*

I *Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).*

No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).

J *Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)).*

K *On January 1, 2031, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.*

L *Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.*

M *Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.*

N *"Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."*

O *No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.*

P *A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.*

Q *A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of $500 million.*

R *Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.*

S *A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of $500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).*

Local entities can deposit between $200 million and $10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.

T *Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.*

U

City Council Agenda Report

ITEM NO. 22

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: Zhen Tao, City Treasurer

SUBJECT: **CONSIDERATION OF APPROVAL OF AN INVESTMENT ADVISORY AGREEMENT BETWEEN THE CITY AND PAYDEN & RYGEL FOR INVESTMENT SERVICES**

Recommendation

It is recommended that the City Council approve the investment advisory agreement with Payden & Rygel for investment services in the form approved by the City Attorney and City Manager and authorize the City Treasurer and City Manager to execute any and all documents to effectuate the agreement. In addition, the City Treasurer and City Manager are authorized to take the appropriate action to terminate the existing agreements with Western Assets Management Company and Morgan Stanley.

Executive Summary

The City Treasurer is recommending that the City Council enter into an investment advisory agreement with Payden & Rygel, a locally based, independently owned investment management firm to be South Pasadena's investment manager. Payden & Rygel would replace the City's current investment advisory team of Western Asset Management Company and Morgan Stanley.

Background

The City currently receives investment services through two vendors: Morgan Stanley, who is the City's investment advisor and Western Asset Management Company (Western Asset) who is the City's investment manager. In November of 2024, the Department of Justice charged Western Asset's Chief Investment Officer, Ken Leech, with fraud, alleging he engaged in cherry-picking, allocating gains and losses to favored and disfavored portfolios. Mr. Leech's actions did not affect any of South Pasadena's investments. Additionally, the City's investments are also not held by Western Asset. Rather, the investments are held with a third-party custodian, Zions Bank. However, given the reputational damage this has caused Western Asset, and the subsequent flight of assets from Western, the City Treasurer felt it would be prudent to seek alternate managers.

In November 2024, the City Treasurer, officially began the process, with Morgan Stanley, the City's Investment Advisor, to look for an alternate manager for the City's investment assets. In heading this process, Morgan Stanley reached out to nine asset managers and received bids from six of these managers. The pool was further narrowed down to four (4) finalists after reviewing the presentations.

On March 27, 2025, the four finalists were presented to the Finance Commission by Bryan Longpre, the City's current Morgan Stanley advisor. Those finalists were: (i) Morgan Stanley - Zager Fixed Income Management Group; (ii) Invesco; and (iii) BlackRock. The Commission also heard a presentation from the fourth finalist, Payden & Rygel, a local investment management firm, presented by their Managing Director, Jim Sarni. Subsequently, at the May 8, 2025 Finance Commission meeting, the commissioners discussed their impressions from the March 27th presentations and recommended to move forward with Payden & Rygel as the City's investment manager.

During the time between the two meetings, the City Treasurer made a subsequent due diligence visit to office of Payden & Rygel as well as made reference calls to confirm that Payden & Rygel demonstrates it has the corporate culture, depth and breadth of resources and investment performance results that make the firm a good partner for the City of South Pasadena. Additional slides on Payden & Rygel's background is provided in Attachment 2.

Analysis

Payden & Rygel Overview

Payden & Rygel is a locally based fixed income specialist investment manager established over 41 years ago and owned and managed by senior management. Payden & Rygel has a long history of working with a myriad of public entities like the City of South Pasadena, many of which are subject to the statutes governing public agency investment of surplus funds set forth in Government Code Section 53600 et. seq. Accordingly, they are very familiar with the investment rules governing such investment portfolios. Page 1 of Attachment 2 shows the firm's current assets under management that are directly aligned with the City's, while page 2 shows the firm's broader characteristics.

Depth & Breadth of Resources

Payden & Rygel's team-based approach ensures that the entire firm's resources are effectively employed to benefit the City. The team working with the City includes both client portfolio management and investment strategy professionals that work collaboratively with other firm groups to ensure that the City's relationship, investment results, regulatory and compliance and reporting needs are met. Pages 3 and 4 of Attachment 2 illustrate the resources that would work with the City.

Compliance Controls, Risk Management & Reporting

Payden & Rygel has robust compliance, risk management and reporting processes in place that nicely align with the City's requirements. These capabilities are externally tested and confirmed annually and verified in its clean "System and Organizational Control (SOC) 1 SSAE 16 Report. Pages 5 through 7 of Attachment 2 highlight the above.

Of particular help to the City is Payden & Rygel's portfolio reporting systems and infrastructure that provide customized reports. Payden & Rygel provided an example of a customized monthly attestation that it completes for clients showing the investment portfolio's ongoing compliance with the California Government Code (see pages 8 and 9 of Attachment 2).

Investment Performance Results

Payden & Rygel presented a customized investment portfolio to the Finance Commission in March that demonstrated the firm's attention to detail and understanding of the City of South Pasadena's investment objectives and requirements. The firm's clients' longer term investment results compare favorably to the City's investment benchmarks, including the State

Treasurer’s Office Local Agency Investment Fund (LAIF).

In summary, the City Treasurer and Finance Commission believe that Payden & Rygel has the depth and breadth of resources and investment performance results that will serve the City well. Accordingly, it is recommended that the City Council approve the change of investment managers and retain Payden & Rygel. In doing so, the City will inform Western Assets and Morgan Stanley of its intent to terminate the CIty's existing relationship with both firms.

Commission Review and Recommendation
The City Treasurer has involved the Finance Commission in the process regarding the review and recommendation for a new investment advisor. This matter was reviewed by the Finance Commission at their meetings on March 27, 2025 and May 8, 2025, including receiving a presentation regarding the four finalists for investment management services.

Attachment:
Attachment No. 1 - Payden & Rygel Investment Advisory Agreement.DOC
Attachment No. 2 - PDF Slide

Attachment No. 1

Payden&Rygel

INVESTMENT ADVISORY AGREEMENT

Payden & Rygel
333 S. Grand Avenue
Los Angeles, CA 90071

RE: City of South Pasadena
1414 Mission Street
South Pasadena, California 91030

Ladies and Gentlemen:

The undersigned ("Client") employs Payden & Rygel ("Adviser") as investment adviser for Client's account (the "Account"), and Adviser agrees to serve in that capacity, on the following terms and conditions:

1. **Authority**

Adviser shall have full power to supervise and direct the investment of all assets in the Account, making and implementing investment decisions in accordance with the objectives and guidelines outlined in Attachment A (the "Investment Guidelines"). Client may, from time to time, amend the Investment Guidelines in writing.

To enable Adviser to exercise fully its investment management discretion under the Agreement, Client authorizes Adviser, as Client's agent and attorney-in-fact, to open such accounts and enter into such agreements on behalf of Client and to provide such information about the Client as may be necessary or appropriate and consistent with the purpose and terms of the Investment Guidelines, including without limitation, any: brokerage account agreements; option agreements; futures account agreements and related acknowledgements, disclosures and futures give-up agreements; repurchase agreements; swap agreements and related documents of whatever type (including by way of example, interest rate, credit default and total return swaps) either for Client under an individual agreement or under an umbrella agreement; and currency contracts. Client understands that it will be bound by the terms of any such agreements executed by Adviser on Client's behalf to the same extent as if Client had executed such agreements directly.

2. **Custody**

Client will appoint a custodian to take and have possession of the assets of the Account and advise the custodian in writing to accept instructions regarding trades from Adviser. A suggested format for this notification is shown in Attachment B. Adviser shall not be the custodian.

3. **Brokerage**

Adviser may place orders for the execution of transactions with or through such brokers, dealers, or banks as Adviser may select, and Adviser is authorized to give such brokers and dealers all

instructions that it shall deem appropriate in connection with the actions it is authorized to take as provided herein.

4. **Reports to Client**

Adviser will send Client an inventory of the investments of the Account as soon as reasonably possible after the end of each monthly period. Copies of confirmations of transactions executed will be sent promptly to the custodian.

5. **Voting of Portfolio Securities**

Decisions on voting of proxies will be made by Adviser, unless Client otherwise specifically directs.

6. **Confidential Relationship**

The terms and conditions of this Agreement and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties, except as required by law.

7. **Non-Exclusive Contract**

It is understood that Adviser may from time to time give advice and take action with respect to other clients that may differ from the advice given or the timing or the nature of action taken with respect to the Account. In addition, Adviser may deal in securities for other clients, which securities may be the same as or different from the securities Adviser may deal in for the Account. Adviser may have banking or other relationships with companies whose securities may be held in the Account.

8. **Agreement Not Assignable**

No assignment, as that term is defined in the Investment Advisers Act of 1940 (the "1940 Act"), of this agreement may be made by Adviser without the consent of Client.

9. **Termination**

This agreement may be terminated by either party at the end of any calendar month upon thirty (30) days prior written notice to the other party. Fees will be prorated to date of termination.

10. **Representations**

Adviser represents that it is registered as an investment adviser under the 1940 Act and that such registration is currently effective.

Client represents that employment of Adviser is authorized by, has been accomplished in accordance with, and does not violate the documents governing the Account. Client will furnish Adviser with true copies of all governing documents.

INVESTMENT ADVISORY AGREEMENT

11. **Communications**

Client has authorized the Individuals set forth in Attachment C to provide Adviser with instructions. Such instructions, including specifically instructions with respect to securities transactions, shall be given by Client to Adviser in writing, including by wire or electronically, and if given orally, shall be confirmed in writing as soon as practicable.

Notices required to be given under this agreement shall be deemed given when made in writing, including by wire or electronically, and delivered to the addresses specified at the end of this contract, or if to the custodian, to such address as Client may specify to Adviser in writing, or to such other address as a party to receive notice may specify in a notice given in accordance with this provision. Adviser may rely on any notice from any person reasonably believed to be genuine and authorized.

12. **Fees**

Adviser's compensation for services shall be calculated and paid in accordance with the Fee Schedule included as Attachment D. The terms and conditions of the Attachment D are considered confidential and shall not be disclosed by either party, except as required by law. Payden & Rygel is authorized to have its advisory fee deducted from the Account on a monthly basis upon presentation of an invoice to the Custodian.

13. **Disclosure Statement**

As required by Rule 204-3 under the 1940 Act, Client acknowledges receipt of Adviser's Disclosure Statement prior to the date shown below of Client’s execution of this agreement. If Client shall have received Adviser’s Disclosure Statement less than 48 hours prior to the date of execution of this agreement, Client shall have the option to terminate this agreement without penalty within five business days after the date of execution; *provided, however*, that if prior to such termination the Adviser has taken any investment action for the Account which is consistent with the Investment Guidelines, the market risk of that investment action shall be at the Client's risk.

14. **Liability**

Adviser shall discharge its duties under this agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of its own affairs or of an enterprise of a like character and with like aims. Provided Adviser has exercised that standard of care set forth in the preceding sentence, and has followed in all material respects the Investment Guidelines, including any approved amendments, Adviser shall not be subject to any liability to Client for any act or omission of itself, of authorized personnel, or of any other person, firm or organization, in the course of, or connected with, its obligations under this agreement. Nothing herein shall in any way constitute a waiver or limitation of any right of any person under the Federal and state securities laws.

15. **Entire Agreement, Execution and Governing Law**

INVESTMENT ADVISORY AGREEMENT

This agreement constitutes the entire agreement of the parties with respect to management of the Account. This agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original. This agreement, and any amendments, modifications or notifications relating thereto, may be executed, delivered or stored by electronic means, including via electronic mail or facsimile, and any such execution, transmission or storage of the agreement by such electronic means, shall constitute the final agreement of the parties, and shall be deemed to be in writing and to have the same effect as if executed manually. California law shall govern.

16. **Arbitration**

Client and Adviser agree to submit all controversies to arbitration in accordance with the provisions set forth below, and Client and Adviser understand that all controversies which may arise between them concerning any transaction or the construction, performance or breach of this or any other agreement between the parties, whether entered into prior, on, or subsequent to the date hereof, shall be determined by arbitration. Pre-arbitration discovery is generally more limited and different from court proceedings. Any arbitration under this agreement shall be conducted pursuant to the Federal Arbitration Act before the American Arbitration Association (and in accordance with its Commercial Arbitration Rules). The award of the arbitrators, or of the majority of them shall be final, and judgment upon the award rendered may be entered in any court of competent jurisdiction. Arbitration shall take place in California or such other place as the parties may agree.

Very truly yours,

CITY OF SOUTH PASADENA

By: _____
Todd Hileman, City Manager

Address: 1414 Mission Street
South Pasadena, California 91030

Date: _____

Agreed and Accepted:

PAYDEN & RYGEL

By: _____
James P. Sarni, CFA
Managing Principal

Address: 333 So. Grand Avenue
Los Angeles, CA 90071

Date: _____

INVESTMENT ADVISORY AGREEMENT

ATTACHMENT "A"

INVESTMENT GUIDELINES

(To be provided by client)

INVESTMENT ADVISORY AGREEMENT

ATTACHMENT "B"

AUTHORIZATION TO BANK TO ACCEPT INSTRUCTIONS FROM PAYDEN & RYGEL PERSONNEL

(To be typed on **Name of Client's** letterhead)

Date

Bank Name
Address
City, State Zip

Gentlemen:

Settlement Instructions and Account Information. You are hereby authorized to accept settlement instructions for the purchases and sales of securities in the **[Name of Client]** account, #_____, from authorized personnel at Payden & Rygel. Information on the cash balances held in the account should also be released to the authorized personnel at Payden & Rygel upon their inquiry. These authorized individuals have both oral and written authority on the account. Payden & Rygel will provide you with a list of the authorized personnel along with their signatures.

Monthly Bank Statements. A copy of the monthly bank statements should be sent attention: Reporting Department, Payden & Rygel, 333 South Grand Avenue, Los Angeles, California, 90071.

Contacting Payden & Rygel. Payden and Rygel is our authorized investment adviser and is the first party to be informed of any overdrafts, idle money, or other problems with the account. Payden & Rygel will investigate and move to correct any problems as soon as they are notified and will inform us when it is necessary for us to be involved.

Deduction of Advisory Fee From Account. On a monthly basis, you are authorized to deduct Payden & Rygel's advisory fee from the account upon presentation of an invoice by Payden & Rygel.

This authorization is valid until written notice of revocation, modification or alteration is prepared by this office.

Sincerely,

[Insert Name of Client]

By: _____

Name:
Title:

INVESTMENT ADVISORY AGREEMENT

ATTACHMENT "C"

CLIENT INSTRUCTIONS – AUTHORIZED PERSONNEL

[Insert Name of Client]
[Insert P&R Account Name]
[Insert P&R Account Number]

Any of the following individuals are authorized by Client to provide Payden & Rygel with instructions:

Name	**Sample Signature**
Name	**Sample Signature**
Name	**Sample Signature**
Name	**Sample Signature**
Client Signature*	**Date**
Name	

***The person executing the "Client Instructions – Authorized Personnel List" cannot be one of the Authorized Signers.**

INVESTMENT ADVISORY AGREEMENT

ATTACHMENT "D"

CONFIDENTIAL FEE SCHEDULE

[Insert Name of Client]
[Insert P&R Account Name]
[Insert P&R Account Number]

Our annual fee is payable on a monthly basis in arrears by deduction from the Account. It is based
on each month's average market value.

ANNUAL FEE SCHEDULE

0.100% on the balance

Understanding City of South Pasadena's Mandate

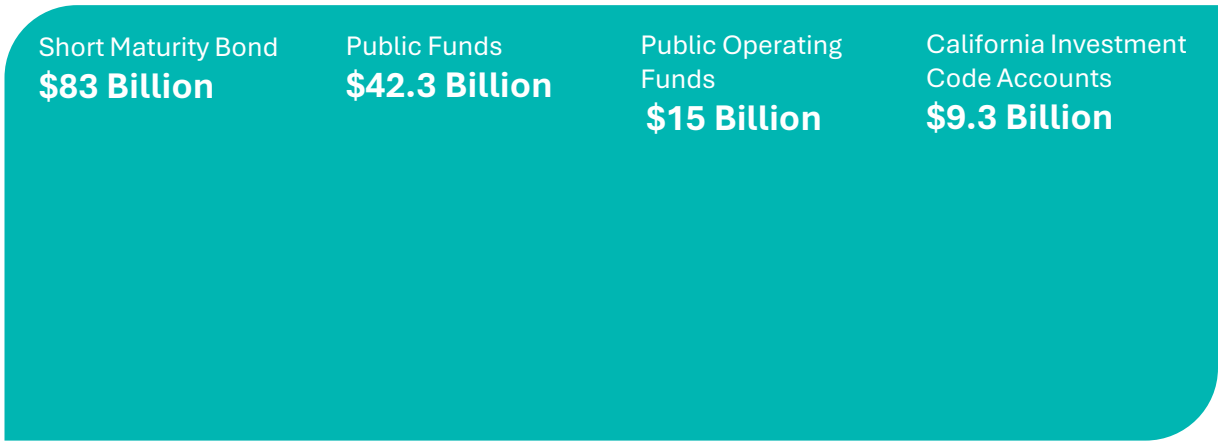
City of South Pasadena's Operating Funds

- $65-90 million managed by Western Asset and monitored by Morgan Stanley
- Objective:
  - **Safety** of principal
  - Remain sufficiently **liquid** to enable the City to meet all operating requirements
  - Obtain **a yield/rate of return** commensurate with the City's investment risk restraints and cash flow characteristics.
- Governed by the "prudent investor" standard, as codified in California Government Code Section 53600.3
- Per note 1.D of the annual financial statements, "the City's policy is generally to hold investments until maturity or until market values equal or exceed costs".
- Investments in businesses that refine and/or extract oil or coal will not be permitted

Highlights of Payden & Rygel's Relevant Expertise

- Independently owned firm focused solely on our clients
- Fixed income specialist with over $159 billion in total assets under management ($83 billion in short maturity fixed income) as of 12/31/24
- Partner with clients as extension of their staff, collaborating on asset management, investment guideline compliance monitoring accounting considerations and customized reporting needs.
- Competitive portfolio returns for clients

Payden & Rygel's Total Assets Under Management **$159B**



AUM figures as of 12/31/2024. Permission authorized to use sample client names.

Payden & Rygel

Who we are

AT A GLANCE

Established in 1983
Los Angeles-based, offices in Boston, London, Milan

$159 billion AUM
Fully-resourced and flexible

One governance center
Centralized, coordinated decision making

100% independently owned

OUR CULTURE

Global investing perspective
Regardless of benchmark

Collaborative approach
Sharing best ideas, constructive debate

Exceptional retention
of talented people and clients

Alignment of interests
Fully focused on our clients



OUR GLOBAL REACH

★ **Payden Offices**

North America
Fortune 100 Corporations
Pension Funds
Insurers
Non-Profits
Wealth Management
Public Entities

Bermuda
Government Offices / Public Entities
Insurers

United Kingdom
FTSE Clients
Pension Funds
Insurers
Wealth Management

Switzerland
Wealth Management
Pension Funds
Family Offices

Nordics
Wealth Management
Family Offices

Eurozone
Central Banks
United Nations Agencies
Pension Funds
Wealth Management
Insurers

Middle East
Central Banks
Sovereign Wealth

Africa
Insurers

South Africa
Wealth Management

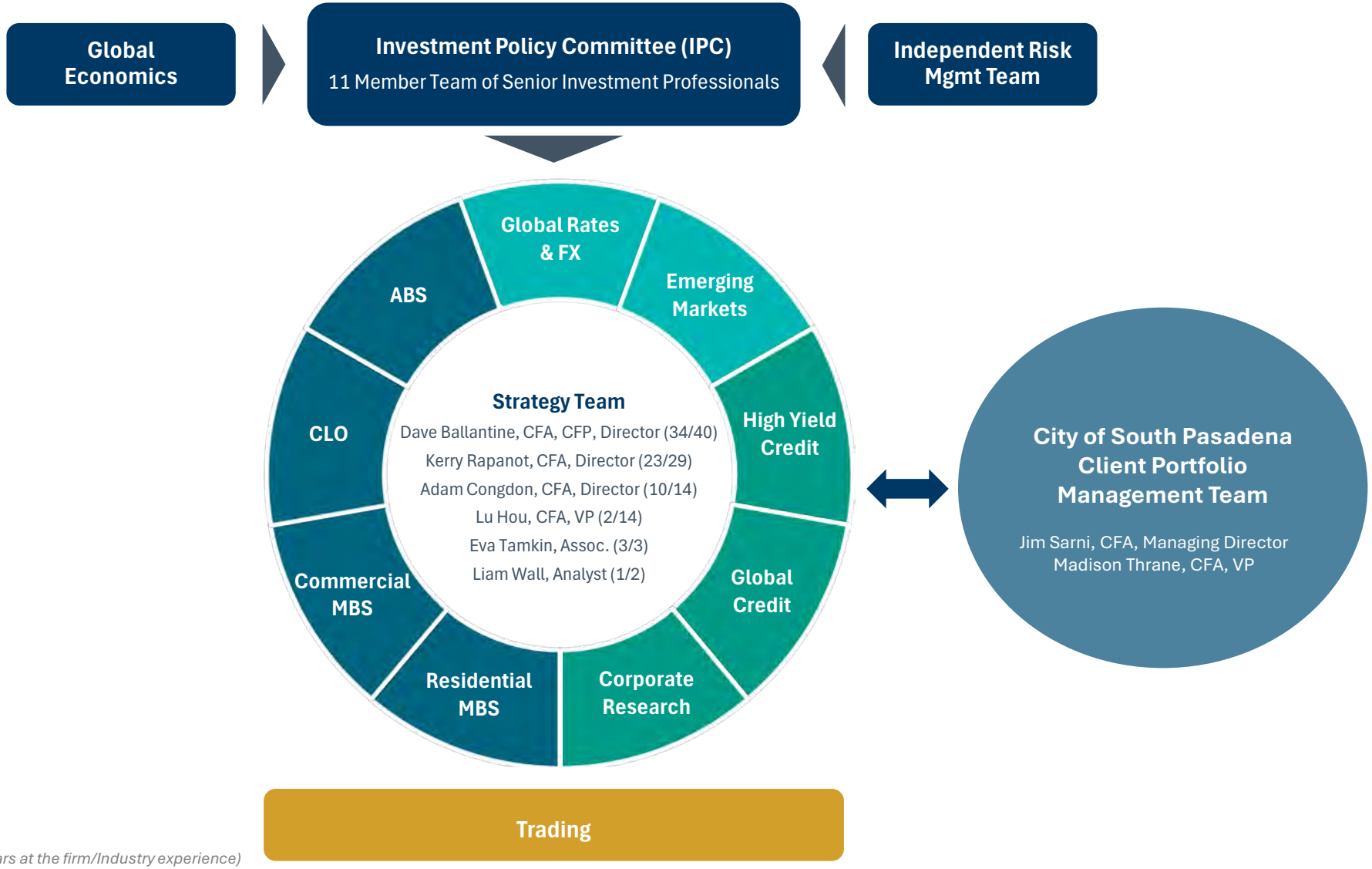
Japan
Global Insurers

Asia
Central Banks

Australia
Superannuation Funds
Wealth Management

As of 12/31/2024

Short Maturity Bond Strategies Benefit from Firm-Wide Resources



(Years at the firm/Industry experience)

Research, Strategy, Risk Management & ESG

Fundamental research and risk management are the cornerstones of all of our strategies firmwide

	Corporates and Municipals	Sovereign / Currency & Economics	ABS / MBS	Risk Management & ESG	Total
Size of Team	29	14	10	6	59
CFAs & Advanced Degrees	27	14	9	3	53
10+ yrs Exp	26	14	6	4	50

As of 12/31/2024

Legal/Compliance Organizational Overview



Payden & Rygel's Compliance Schematic

Thorough. Pre- and Post-Trade. Independent.

Bloomberg AIM Compliance System

Policy Committee:
- Reviews quarterly counterparty credit reports
- Approves all changes in the approved counterparty list
- Reviews all investment controls and procedures

Trading Desk

Compliance Reviews for:
- Block trades
- Cross trades
- Window dressing
- Style adherence
- Best execution
- All trades booked and matched against brokers

Bloomberg AIM Compliance System

Compliance:
- Programs client guidelines
- Checks daily compliance status messages
- Changes must be approved by Portfolio Managers

Electronic Feeds

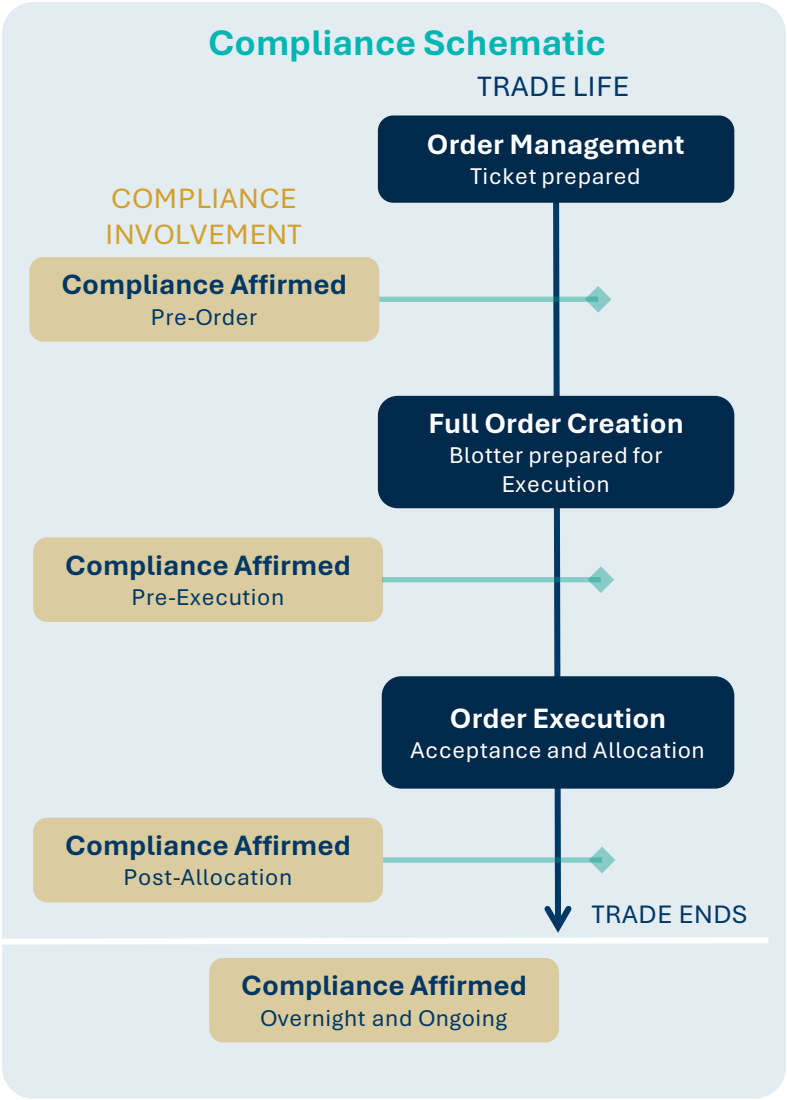
- Custodian
- Accounting System
- Settlement Systems

Portfolio Holdings

- Counterparty diversification by compliance
- Daily confirmation of cash flows with custodian bank by Portfolio Accounting
- Daily review by strategy teams
- Review of month end prices by trading team
- Monthly reconciliation with custodian by back office

Derivatives – Back Office

- Independent daily confirmation of futures margins
- Compliance review and approval for free wire instructions
- Collateral management
- Managing Principal review and approval for all free wires



Risk Controls at Multiple Levels

Intra-strategy Decision Layers

IPC – Pragmatic Oversight

- Approval for all new asset types
- Country/industry "no buy" lists
- Counterparty/derivatives limitations

Architecture Team – Portfolio Consistency

- Adherence to targets
- What if scenarios – outlier events
- Attribution analysis

Trading – Best Execution

- Dedicated traders who only execute
- Use a variety of brokers for different needs
- Monitoring accurate pricing/liquidity at all times

External Guidance

Client Portfolio Management

- Understand the spirit of the guidelines
  - Do not exploit gaps in the language
  - Review and recommend changes, as warranted
- Deep understanding of the Client's needs and goals

Compliance

- Independent with final authority
- Pre trade and post trade analysis on portfolios
- Rigorous employee personal trading policy

Independent Risk Management Team

- Independent of investment teams, reporting directly to the IPC & Managing Committee
- Use of proprietary and best-in-class 3rd party systems for generation and monitoring of risk dashboards
- Generation and maintenance of performance attribution reports
- Regular assessment of stress testing scenarios and risk sentiment

Custom, Direct, Seamless Integration of Reporting

Payden Reporting

Investment

Customized Reports:

- California Investment Code Compliance
- Returns/ Income & Cash Flow projections/ Realized yield
- Performance attribution
- Holdings and transactions
- Investment analytics – rate/spread duration, yields, convexity, spreads, WAL, coupons, DTS, maturities, etc.
- Ratings – S&P, Moody's, Fitch
- Exposure levels – issuer/sector
- Volatility analysis
- Liquidity analysis
- Customized benchmarks
- Direct feeds to investment platforms (Axeo)

Accounting

Direct feed with daily customized flat files to Client Accounting Systems: *Clearwater, SS&C, Aladdin, Custodians*

Customized Reports:

- Accounting value inputs – market value, cost, amortization, accruals, income, (un)realized gain/loss
- Multiple cost bases available (original and amortized)
- Multiple amortization methodologies
- Reconciliation with Custodian
- Audited pricing sources
- GAAP compliant reports

Business/Markets

- Ad hoc research (e.g., LIBOR to SOFR, Money market reform, Market Liquidity, etc.)
- Consultation on investment policy and guidelines
- Transparent processes and research
- Macro-economic insights and research
- Annual Independent Review – SSAE 18 / ISAE 3402

Payden Client Portal

- Customizable to each unique user
- Reports/analytics available 24/7
- Password protected

This is for illustrative purposes and may vary depending on client circumstances.

Example: Client California Investment Code Compliance Report

Provide monthly attestations to ensure compliance with the California Investment Code

Company Name - Compliance Report

February 28, 2025

Allowable Instruments	Company Name: Maximum % of Portfolio	Company Name: Actual %	Maximum Stated Term: Per Security – Operating Funds	Actual Maximum Maturity – Operating Funds	Minimum Quality Per Security	Actual Minimum Credit
U.S. Treasuries	100	**47.82%**	3 Years	**2.63 Years**	TSY	TSY
Federal Agencies	100	**0.56%**	3 Years		AGY	AGY
State of CA & Other Municipal Obligations	40	**2.85%**	3 Years	**0.14 Years**	A3/A-	A1/A+
Supranationals	30	**0.18%**	3 Years		Aa2/AA	Aaa/AAA
Bankers Acceptances	30	**0.00%**	180 Days		A-1/P-1	
Commercial Paper	25	**3.27%**	270 Days	**0.10 Years**	A-1/P-1	A-1/P-1
Negotiable Certificates of Deposit	30	**5.37%**	1 Year	**0.96 Years**	A-1/P-1	A-1/P-1
Repurchase Agreements	100	**0.00%**	30 Days		TSY	
Medium Term Notes & Depository Notes	30	**25.76%**	3 Years	**2.86 Years**	A3/A-	A3/A-
Money Market & other Mutual Funds (combined)	20	**0.18%**	N/A	**0.00 Years**	Aaa/AAA	Aaa/AAA
Mortgage & Asset-Backed Securities (combined)	20	**14.03%**	3 Years	**0.81 Years**	Aa3/AA-	Aa3/AA-
Total		100.00%				

Miscellaneous	Company Name: Maximum % of Portfolio	Company Name: Actual %	Maximum Stated Term Per Security – Operating Funds	Actual Maximum Maturity – Operating Funds	Minimum Quality Per Security	Actual Minimum Credit
Variable & Floating Rate Securities[1]	30	21.50%	3 Years	**1.05 Years**	A3/A-	A3/A-

Diversification Guidelines

Maximum per Corporate Issuer (%)	5	1.46%
Repurchase Agreements - Maturity > 7 days (%)	25	0.00%
Repurchase Agreements - Maturity < = 7 days (%)	50	0.00%

[1] Includes other Federal Agencies, Supranationals, Negotiable CDs, MTDs & Depository Notes, Taxables & ABS

This is for illustrative purposes and may vary depending on client circumstances.

Biographies of City of South Pasadena's Client Portfolio Management Team



James P. Sarni, CFA

Managing Director – Joined 1991

James Sarni is a Managing Director at Payden & Rygel. James serves as a Senior Portfolio Manager advising pension funds, insurance companies, corporations, health care organizations, Taft-Hartley plans, universities and endowments.

Prior to joining Payden & Rygel, James was a Vice President and senior portfolio manager at First Interstate Bank where he managed the trust department's commingled bond funds as well as institutional client portfolios.

James is a member of the University of Southern California's Marshall School of Business Board of Leaders, the Board of Directors of USC's Center for Investment Studies, Mount Saint Mary's University Board of Trustees, the Pasadena City College Foundation and Legatus International. He is past president of the Washington, DC-based Investment Adviser Association, Pasadena City College Foundation, CFA Society of Los Angeles and St. Philip the Apostle School board of trustees.

James earned an MBA with an emphasis in finance and a BS from the University of Southern California and is a long-time Pasadena area resident.



Madison Thrane, CFA

Vice President – Joined 2022

Madison Thrane is a Vice President in the client portfolio management group at Payden & Rygel. She works with a broad array of institutional clients to help formulate and implement investment policies and strategies.

Prior to joining Payden & Rygel, Madison was a Portfolio Analyst in the Portfolio Research & Consulting group at Natixis Investment Managers, where she provided portfolio construction, asset allocation, and investment manager research services to financial advisors.

Madison graduated cum laude from Elon University where she earned a BSBA in Finance. She is a member of the CFA Institute and CFA Society of Los Angeles.

City Council Agenda Report

ITEM NO. 23

DATE: May 21, 2025

FROM: Todd Hileman, City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

Michael Vartanians, Principal Engineer

SUBJECT: **APPEAL OF THE NATURAL RESOURCES AND ENVIRONMENTAL COMMISSION'S DECISION TO APPROVE A TREE REMOVAL PERMIT OF TWO TREES AT 1459 INDIANA AVENUE**

Recommendation

It is recommended that the City Council hold an appeal hearing, consider the documents relating to the tree removal permit application, receive public testimony from the applicant and the appellant on the permit application, and then consider a motion to deny the appeal and uphold the decision of approval by the Natural Resources and Environmental Commission.

Executive Summary

It is recommended that the City Council review and deny the interested party's appeal and uphold the Natural Resources and Environmental Commission's (NREC) decision to approve a tree removal permit to remove two trees at 1459 Indiana Avenue.

Background

On January 13, 2025, the applicant applied for a private property tree removal permit (Attachment 1). The application identified two trees for removal: a 19-inch diameter Eucalyptus tree, which is classified as a significant tree under the South Pasadena Municipal Code (SPMC), and a 9-inch diameter Cedar tree, which is not considered significant because its diameter is less than 12 inches.

The applicant's reason for removal of both trees is due to concerns regarding danger to property or persons as a result of both trees' lean and poor soil condition and erosion about the base of the trees as shown in the photos (Attachment 2).

On January 22, 2025, the City Arborist inspected the trees and approved the removal of both. The approved tree removal permit application (Attachment 3) was based on the lean of the trees, the poor soil conditions, and the possibility that the trees could uproot due to soil instability. Staff recommends approval of the removal permit, as it meets the criteria outlined in SPMC Section 34.11(a)(1), which states that a tree may be removed if it poses a reasonable risk of harm to persons or property or substantially interferes with the structural integrity or use of existing structures, and if there is no feasible alternative to mitigate the issue.

A public notice was sent on February 26, 2025, to property owners and tenants within a 100-foot radius of the subject property. During the notification period, the City received one objection letter (Attachment 4). The letter raised concerns about one of the trees being on the property line. However, as shown in the Removal and Replacement Plan (Attachment 5), both trees are located at the rear of the property and do not encroach on a shared property line.

The objection letter also referenced a prior unauthorized tree removal on the property, which occurred in December 2021. Two trees were removed at that time, one of which City staff believes was not a significant tree, and the other was an approximately 20-24 inch diameter Pine tree. Past City staff contacted the property owners, who had recently purchased the home, to address the unpermitted removal. The owners were unaware of the tree ordinances in South Pasadena.

As per SPMC Section 34.17(a), penalties for unintentional tree removal include:
1. A standard inspection fee;
2. Double the required tree removal or trimming permit fee; and
3. Planting double the number of replacement trees required under SPMC 34.12-5.

In January 2022, the property owner paid the $125 inspection fee and the $322 tree removal permit fee, totaling $447. The replacement requirement for the unintentional violation was six 24-inch box trees, with each tree priced at $335. However, the property owner has not yet replanted any trees, though a deposit for one tree was received in April 2022.

Analysis
Approval of tree removal permits are required to adhere to one of the four criteria for approval as specified in the SPMC 34.11 - Criteria for approving tree removal permit applications:

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 layperson’s visual inspection or when, after conducting an inspection of the tree, the director determines that the tree poses an obvious and imminent threat to life or property.
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.

The applicant's permit application describes both risk of injury or harm to persons or property as a result of the lean of the trees and poor soil condition. The City Arborist also approved the tree removal permit based on the lean of the trees, poor soil condition and the possibility that the tree could uproot due to soil instability. The NREC based its decision of approval of the tree removal permit on meeting criteria 1 as specified in the SPMC 34.11 as listed above and the motion was passed with a 7-0-0 vote.

According to the SPMC Section 34.13, applicants or any interested party can appeal decisions of the NREC to the City Council within 15 days of the Commission's decision. On April 9, 2025, an interested party submitted an appeal (Attachment 6) to the City Clerk in opposition to the decision from the NREC to approve the removal of the two trees.

The appellant respectfully disagrees with the findings presented in the permit application and city arborists inspection of the permit application. In the appeal letter, the appellant argues that the trees correct their lean and the existing lean will correct itself with time as the tree grows. Furthermore, the appellant states that the soil instability issues are a result of previous unpermitted tree removals and unpermitted construction of a deck in the backyard of the property. Rather than recommending the removal of the trees, the appellant believes that the property owners shall protect the hillside to prevent further soil instability which could prevent the trees from leaning further and avoid removal of the trees.

The Community Development Department does not have records of any permits issued for construction at this property regarding replacement of the wooden deck, concrete work and addition of a new staircase. It appears the construction was done by a previous owner, and the current owners purchased the home in this condition.

The applicant understands the importance of slope protection and has expressed that they have been considering options to resolve the issues but do not have the financial means to construct retaining walls at this time.

Fiscal Impact
The applicant has paid the $141.00 tree inspection fee. If City Council upholds the NREC's decision, the applicant will be required to pay $364.00 for the tree removal permit and a $848.00 deposit will be retained by the City until the replacement requirement is met. Once the replacement requirement is fulfilled, the deposit will be refunded to the applicant.

Per SPMC 34.13(d) the applicant shall be responsible for all actual costs, including staff time, associated with any appeals.

Commission Review and Recommendation
The Natural Resources and Environmental Commission (NREC) reviewed this matter on March 25, 2025 and found that the tree removal permit application and inspection by the City Arborist met the SPMC criteria to allow approval of the removal.

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.

Attachment:
Attachment 1 - Tree Removal Permit Application
Attachment 2 - Existing Tree Photos
Attachment 3 - Approved Tree Removal Application
Attachment 4 - Objection Letter during Notification Period
Attachment 5 - Removal and Replacement Plan

Attachment 6 - NREC Appeal Letter

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: 1459 Indiana Ave

Property Owner's Name(S): Lawrence Wong / Adam Frank Phone: [redacted]

Address: 1459 Indiana Ave

Contractor's Name: TBD

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
18 in	Eucalyptus	Southern part of property	Soil erosion, tree leaning, danger to property and people
9 in	Pine	Southern part of property	Soil erosion, danger to property and people

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: _____ [redacted] _____ DATE: 1/11/2025

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: _____

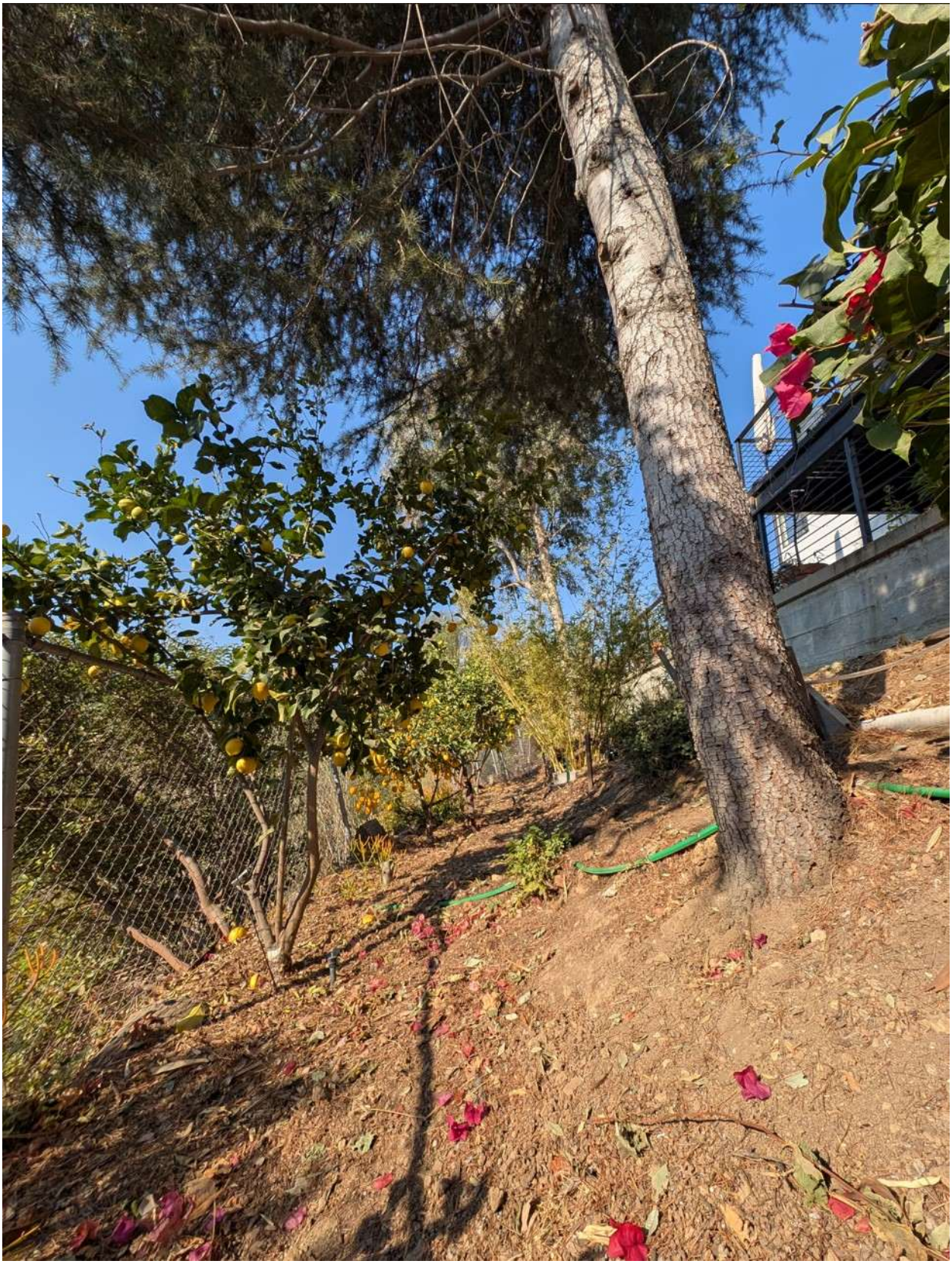
3. Recommended for Approval or Denial Type/Variety Inspected: _____

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

   Comments:

   _____

   Inspected By: _____ Date Inspected: _____









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: 1459 Indiana Ave

Property Owner's Name(S): Lawrence Wong / Adam Frank Phone: [redacted]

Address: 1459 Indiana Ave

Contractor's Name: TBD

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
18 in	Eucalyptus	Southern part of property	Soil erosion, tree leaning, danger to property and people
9 in	Pine	Southern part of property	Soil erosion, danger to property and people

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: [redacted] DATE: 1/11/2025

City use only

1. Recommended for Approval or Denial — Type/Variety Inspected: SILVER DOLLAR GUM

Size of Tree: 18.5" Replacement Tree Size: _____ Qty: _____ Due by: _____

Comments: SLIGHT LN OVER SLOPE. SOFT SOIL WITH SLIPAGE VISIBLE. UNDERMINED BY GROUND SQUIRRELS. POSSIBILITY OF UPROOTING DUE TO SOIL INSTABILITY.

Inspected By: Rebecca Mejia ISA WE2355B Date Inspected: JAN 22, 2025

2. Recommended for Approval or Denial — Type/Variety Inspected: DEODAR CEDAR

Size of Tree: 9" Replacement Tree Size: _____ Qty: _____ Due by: _____

Comments: SLIGH LEAN WITH SOFT SOIL & VISIBLE SLIPAGE OF TIERED SLOPE. POSSIBILITY OF UPROOTING.

Inspected By: Rebecca Mejia ISA WE2355B Date Inspected: JAN 22, 2025

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

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

Comments: _____

Inspected By: _____ Date Inspected: _____

Debra Echard
[redacted]

DATE: 3.1.2025

TO: DIRECTOR OF PUBLIC WORKS

FROM: Debra Echard Home owner [redacted]

RE: 1459 INDIANA AVE TREE REMOVAL

To Whom it may concern;

I received notice of tree removal at 1459 Indiana Ave.

I am extremely opposed to cutting down any more trees on this property.
I have lived in South Pasadena for 25 years. I am an advocate for the preservation of our community.

The City of South Pasadena has an preservation society to advocate and facilitate preservation on our community.
My home was one of many placed on Mid century modern historical landmark list.

These new home owners have cut down several 12-75 ft trees in the past few years.

When they cut the trees down I contacted the city about the tree removal and the city rep had told me the owners did not have a permit to cut those trees. I was never notified as how they rectified this.

Shortly after they installed solar panels. This was totally an unjust manner in which they were able to obtain solar power.

I have tried to get solar panels for years and cannot do so because I am protecting the oak trees on my property.

These home owners now want to completely strip the property of all trees.
This is a tragedy!

South Pasadena has regulations to protect mature trees. The Trees they now want to cut are perfectly healthy trees. They are not risk for failure. They have been there for over 75 years
I would like an arborist to review the trees they would like to cut down.

One of the trees is on our propetty line. Can you please check the property line markings.

The city is supposed to have strict guildelines to preserve its history.

The South Pasadena City Council amended the Municipal Code to further regulate removal of trees on any property within the City.

In addition, regulations have been added to protect mature heritage, native species and oak trees (4 inches in diameter or larger) on any property within the City.

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.

Trees are a uniquely valuable natural resource. They provide protection from sun and wind, help replenish the oxygen supply, and enhance the scenery around our homes and neighborhoods. Trees, especially mature healthy trees, foster an image of beauty, tranquility, and stability throughout our community. These many benefits should be preserved for future generations.

I strongly believe the city needs to reevalutate this public works submission.
The city should not allow removal of the last remaining trees at 1459 Indiana Ave.

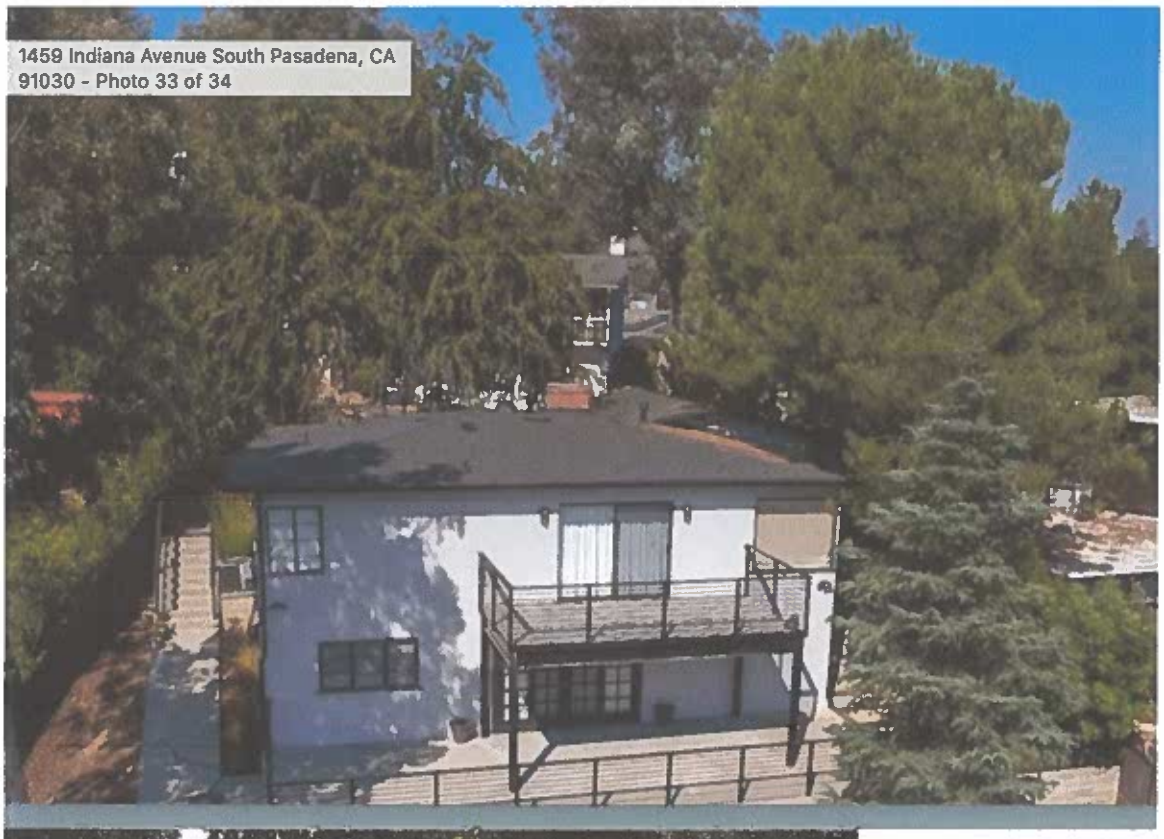
See photos of the property before the current home owners moved in and after. They have stripped the property bare of all mature trees. These trees take decades to grow.

I am devastated to have to see the property in this state.

Sincerely,

Debra Echard

PHOTOS OF 1459 INDIANA AVE SOUTH PASADENA BEFORE THE CURRENT HOME OWNERS CUT THEM DOWN WITHOUT A PERMIT.





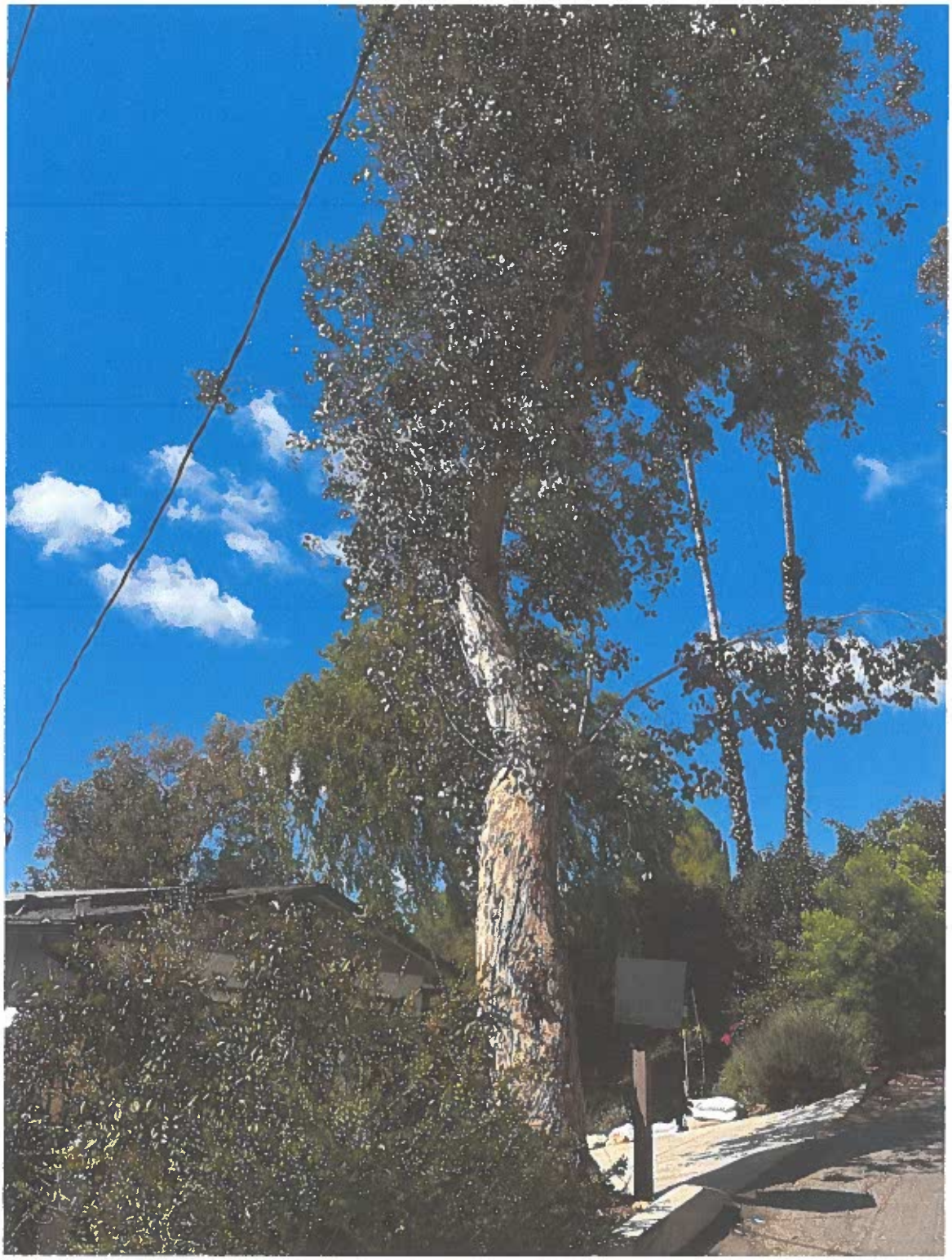
BEFORE THE LAST TREE REMOVAL



CURRENT VIEW OF HOME AFTER TREE REMOVAL & NOW THEY WANT TO REMOVE THE ONLY TWO MATURE TREES LEFT ON THE PROPERTY.
THERE WILL BE NOTHING LEFT!
THIS IS WRONG!
THEY HAVE ALREADY STRIPPED THE PROPERTY OF SEVERAL HEALTHY MATURE TREES.

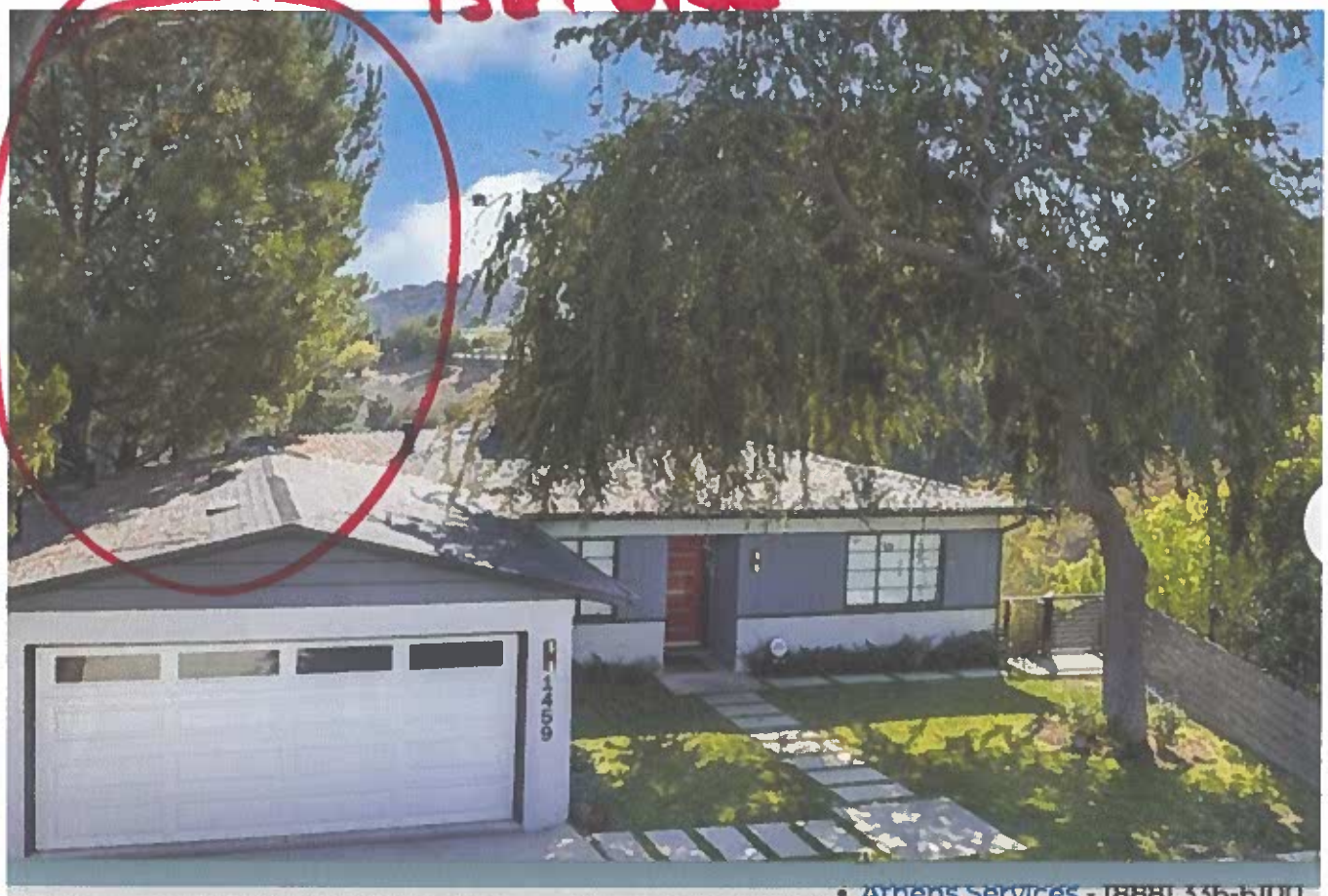


THIS TREE THEY WANT TO REMOVE IS ON OUR PROPERTY LINE. I DO NOT WANT THIS TREE REMOVED. CAN YOU PLEASE CHECK INTO THE PROPERTY LINE.





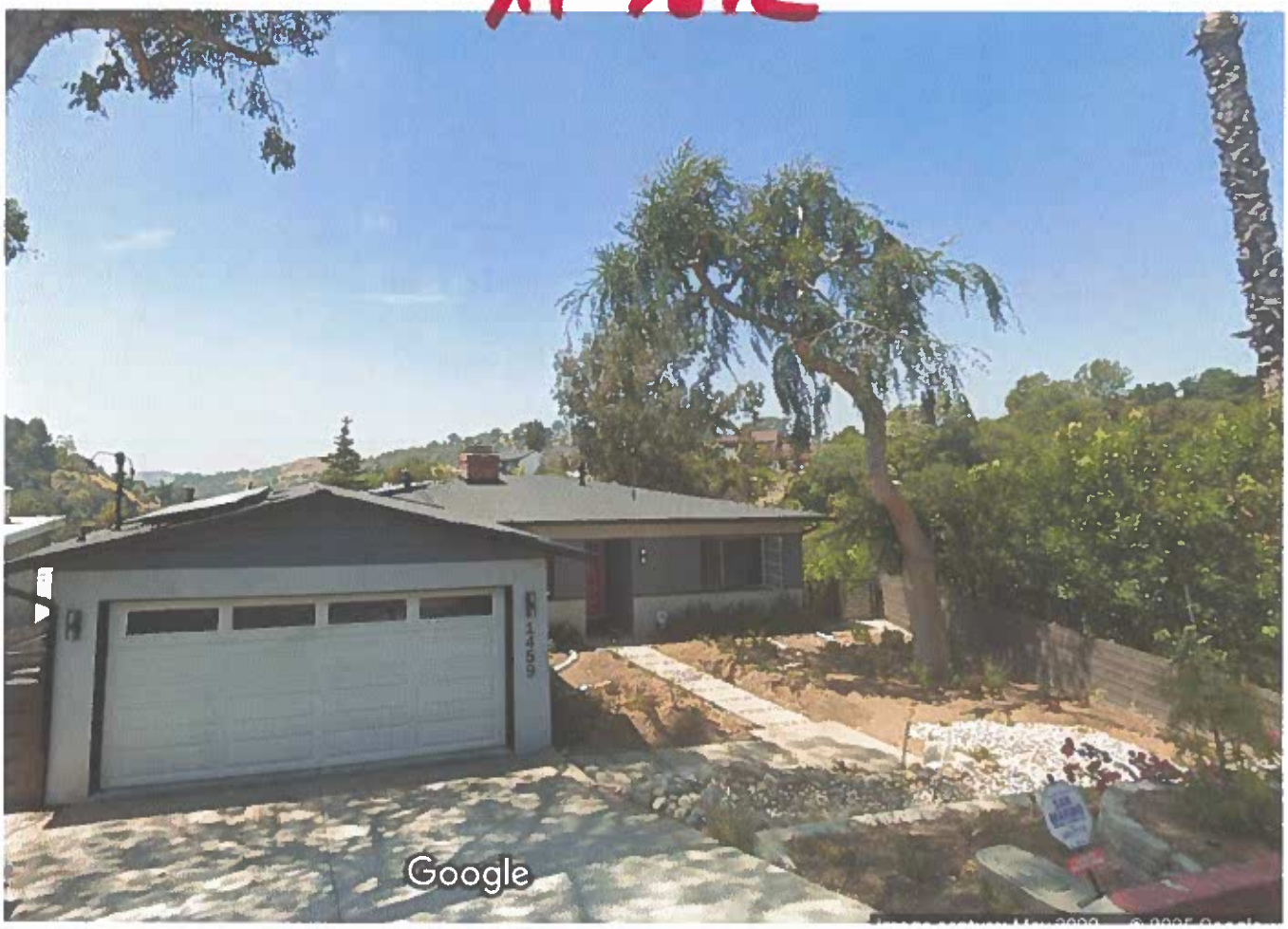
BEFORE



• Athens Services - (888) 336-6100

our customer gave us, we sent a paper check by U.S. mail, which

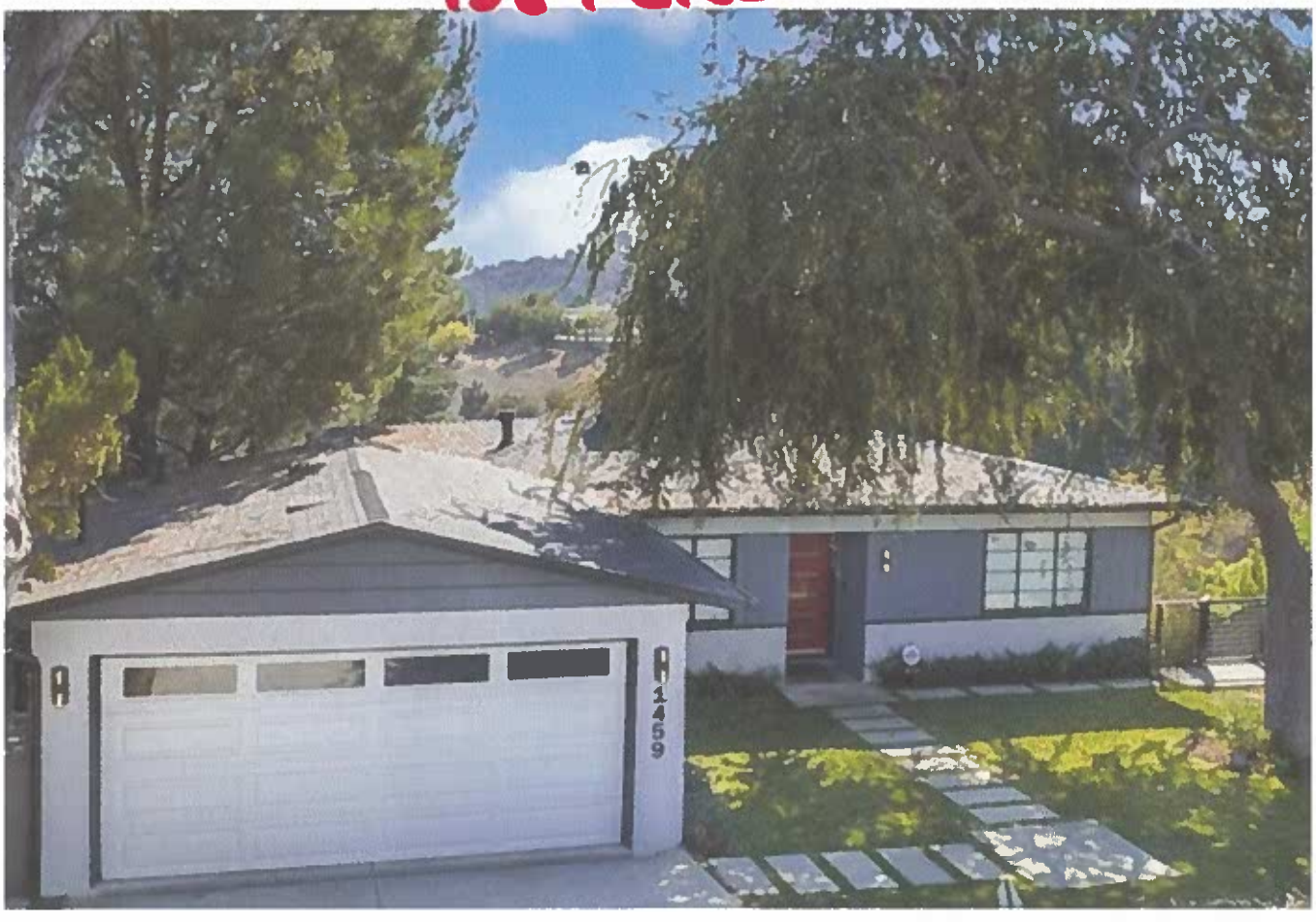
AFTER



BEFORE



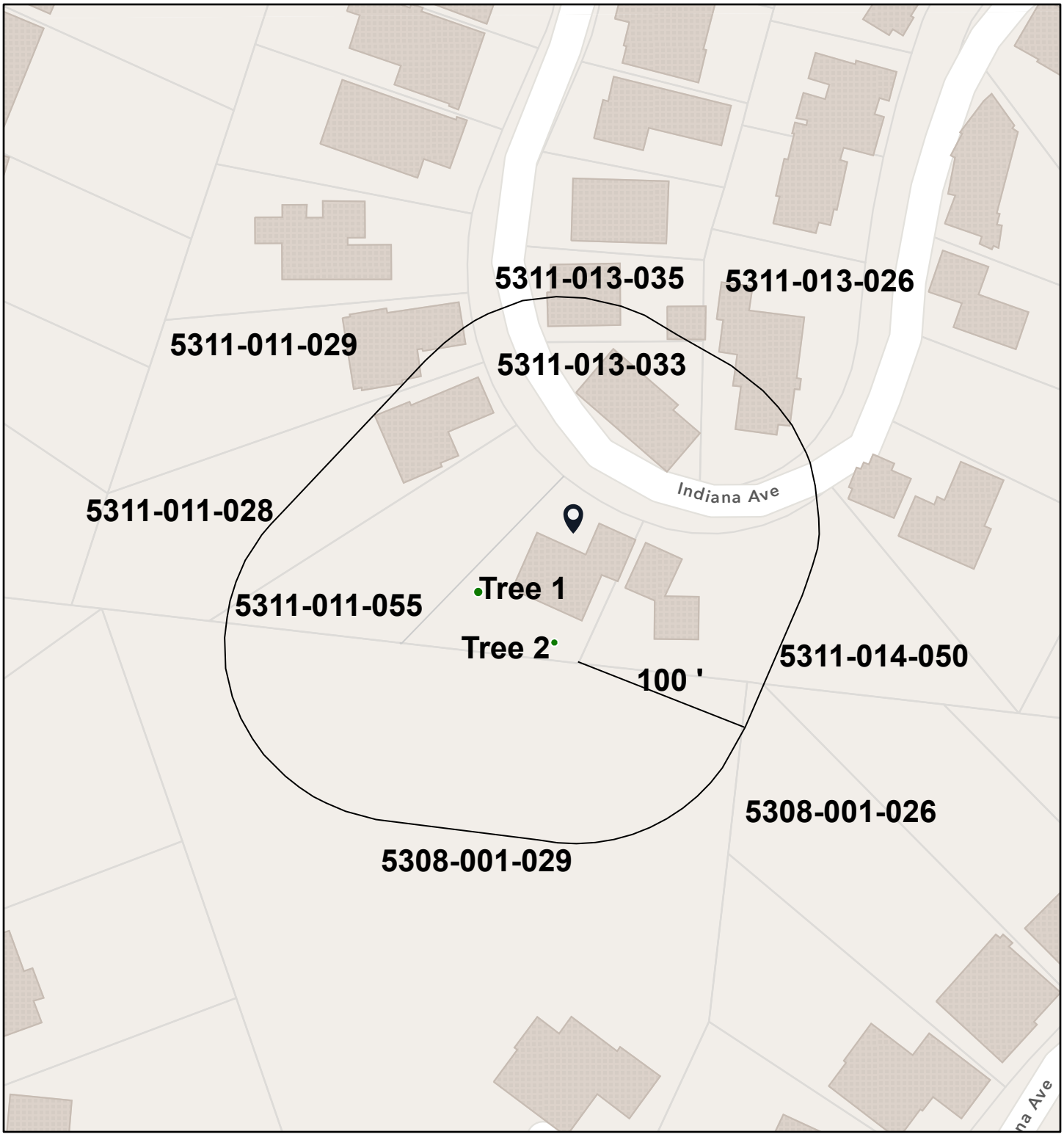
BEFORE



e South Pasadena, CA
34

1459 Indiana Ave 100 ft Radius Map

Attachment No. 5



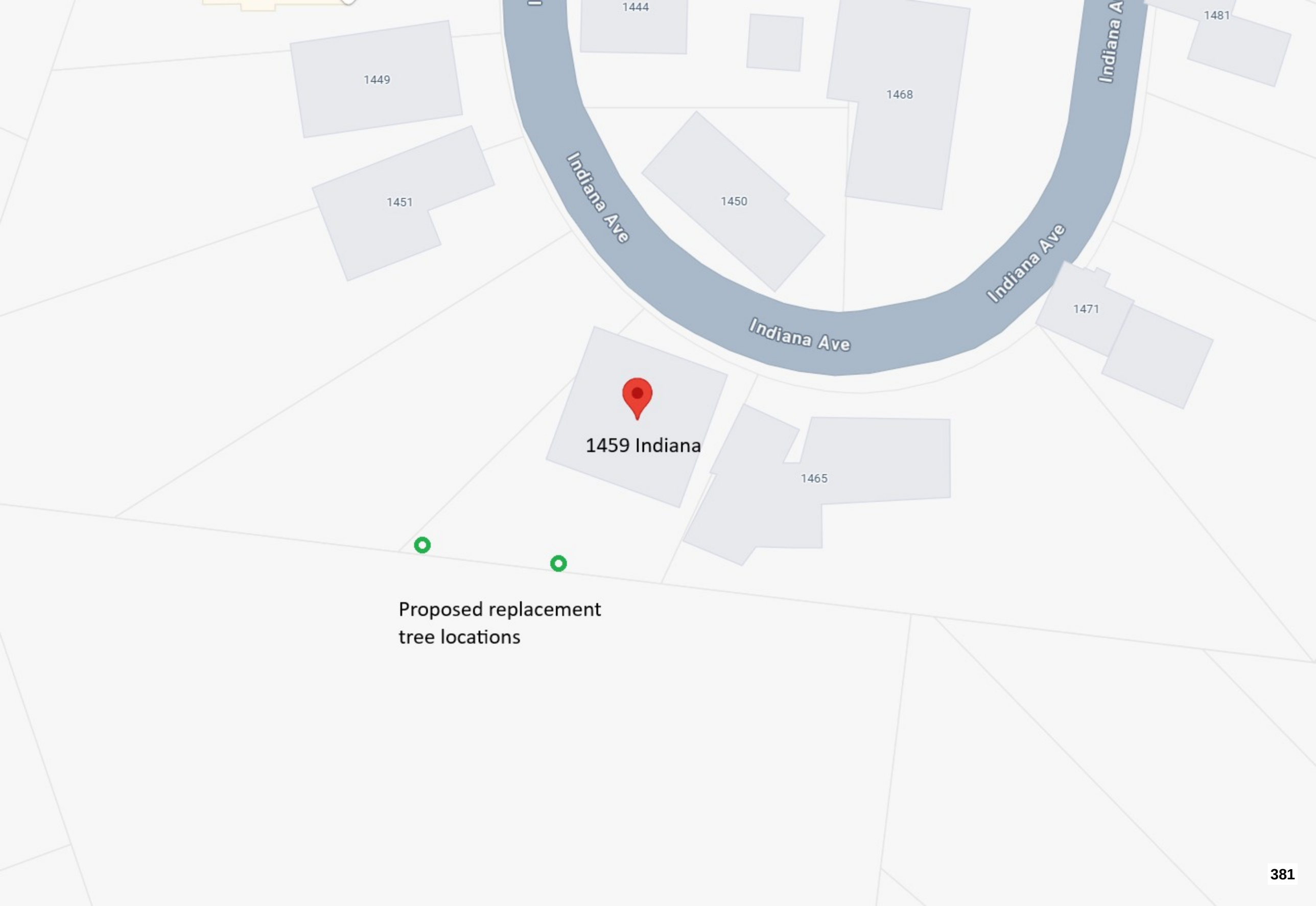
2/4/2025

1:1,144

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS


1444
1481
1449
1468
1451
1450
1471
Indiana Ave
Indiana Ave
Indiana Ave
Indiana Ave
1459 Indiana
1465
Proposed replacement
tree locations

I would like to appeal the tree removal request of 1459 Indiana Avenue on the following grounds.

No Reasonable Risk of Injury or Harm

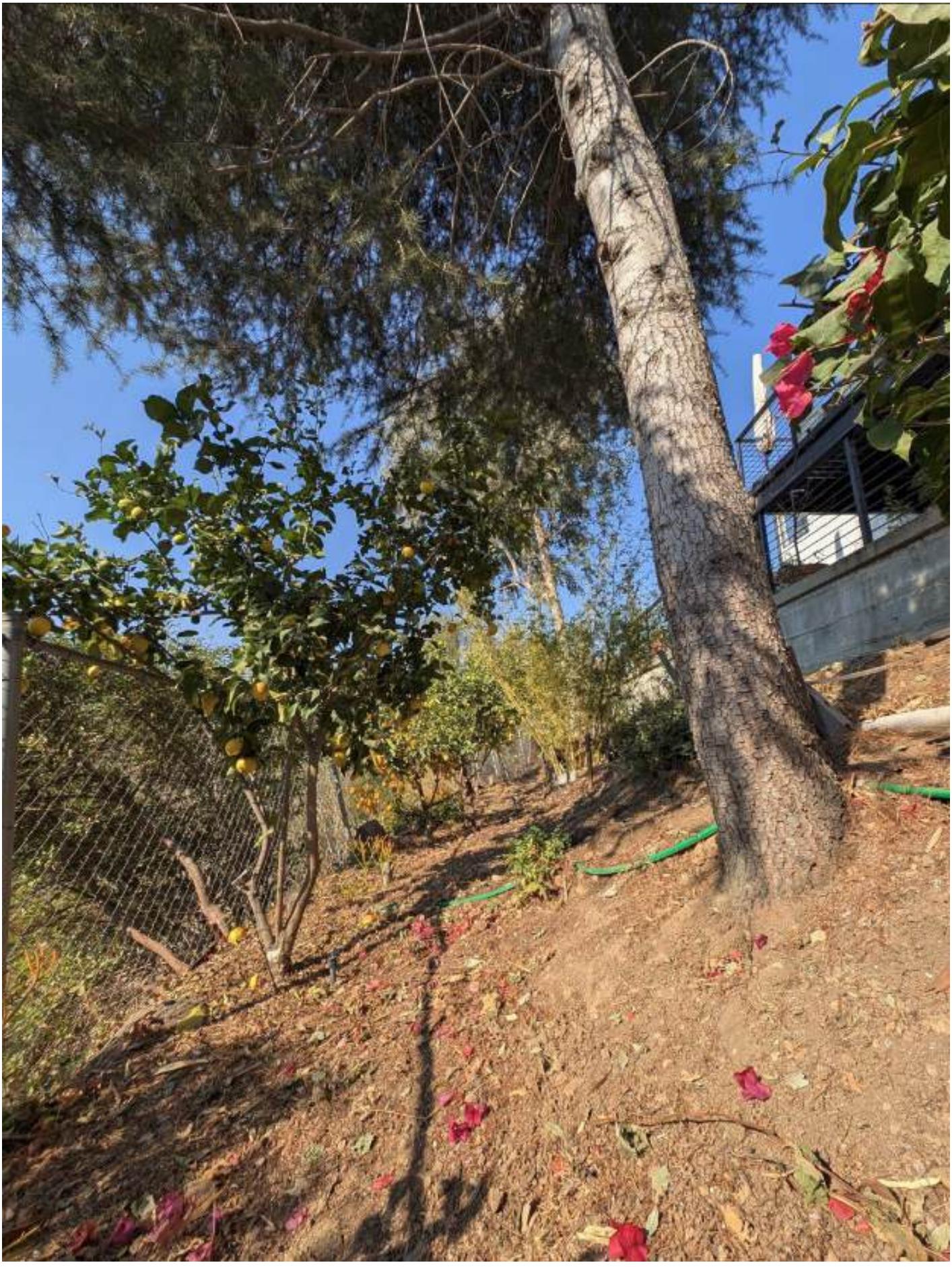
Public Works presented (emphasis mine):

> On January 22, 2025, the City Arborist inspected the trees and approved the removal of both. The approved tree removal permit application (Attachment 3) was based on ***the lean of the trees, the poor soil conditions, and the possibility that the trees could uproot due to soil instability***. Staff recommends approval of the removal permit, as it meets the criteria outlined in SPMC Section 34.11(a)(1), which states that a tree may be removed if it poses a reasonable risk of harm to persons or property or substantially interferes with the structural integrity or use of existing structures, and if there is no feasible alternative to mitigate the issue.

34.11(a)(1) of our municipal code reads:

> 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.

Cedar





The cedar's lean corrects itself 5 feet from the base and is otherwise perfectly straight and symmetrical from that point on with a single healthy leader. It is a young tree and this ever so slight lean will fade with time as the trunk grows.

The root flare has already adapted to the slope and is appropriately situated at the current grade. There doesn't appear to be any soil slippage in the given photo.

Gum





The gum's lean was present five years ago as seen in drone imagery.

The root flare is completely buried. It is impossible to understand the state of the root system without excavating to the slope's original grade.

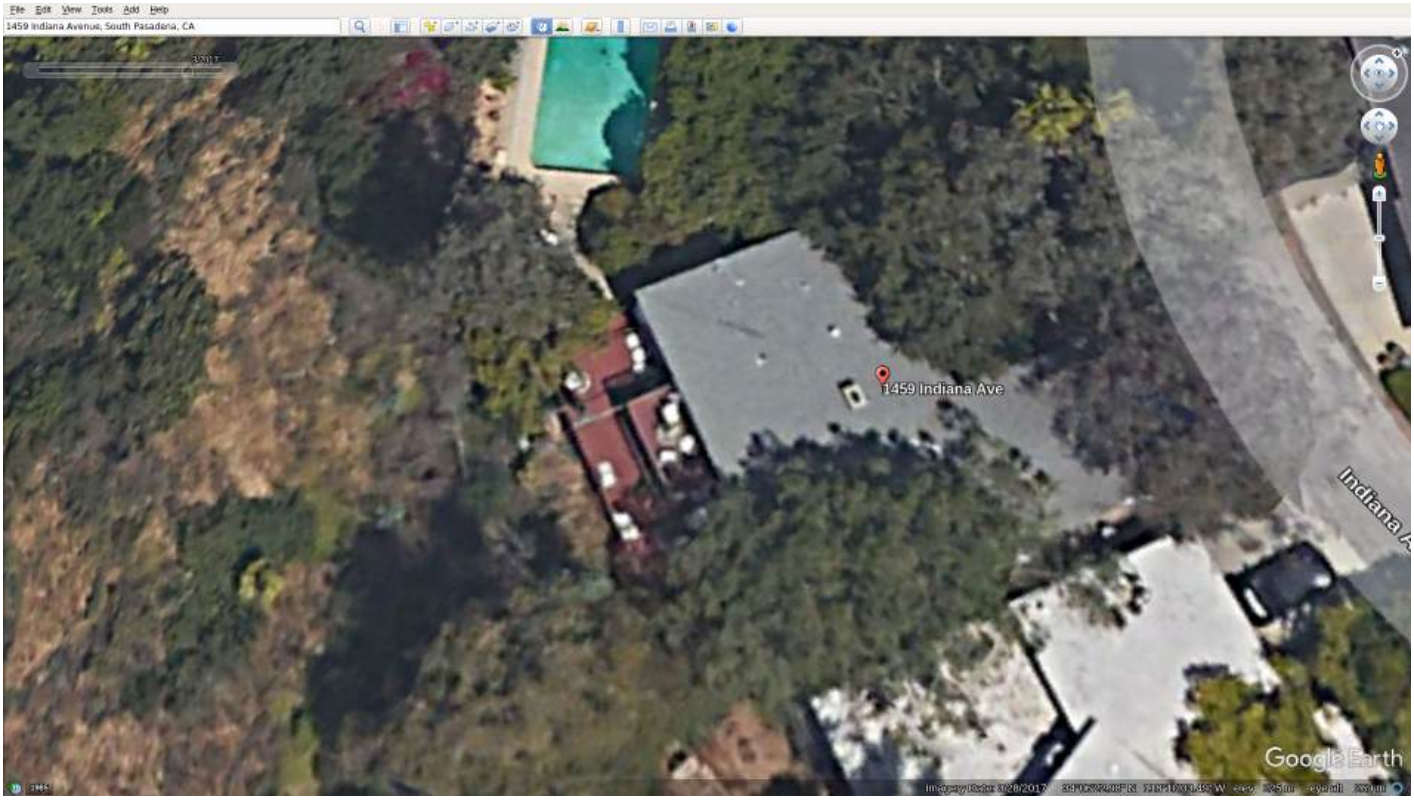
Soil Slippage/Instability

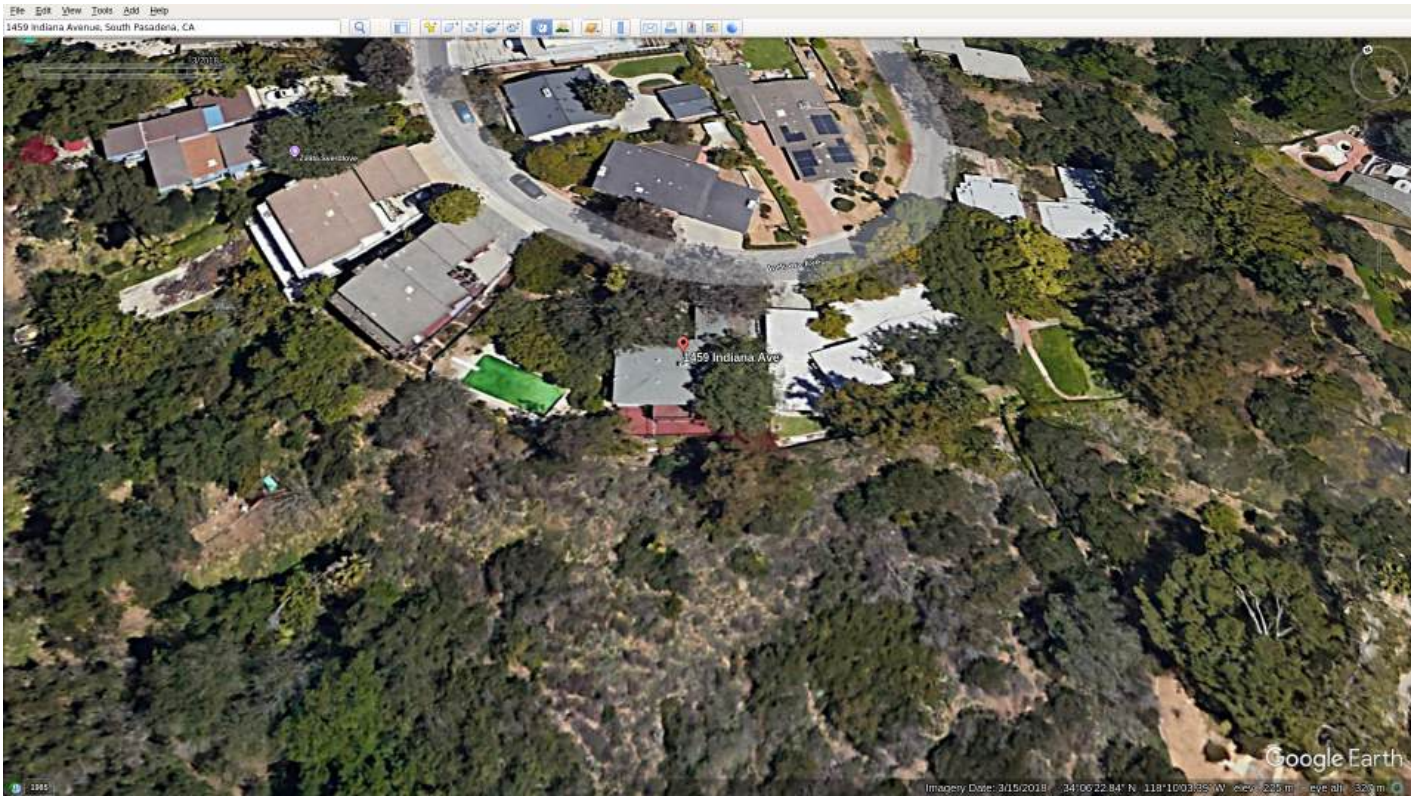
The soil slippage and instability issues are a result of a previous unpermitted tree removal (light green overhanging corner of deck), unpermitted grading and overzealous concrete construction.

Removing the last two trees stabilizing the hillside would introduce more instability to a site only recently made unstable by concrete work that is set to remain and continue to contribute to site instability.

Site History

2017/2018 – Redwood Deck



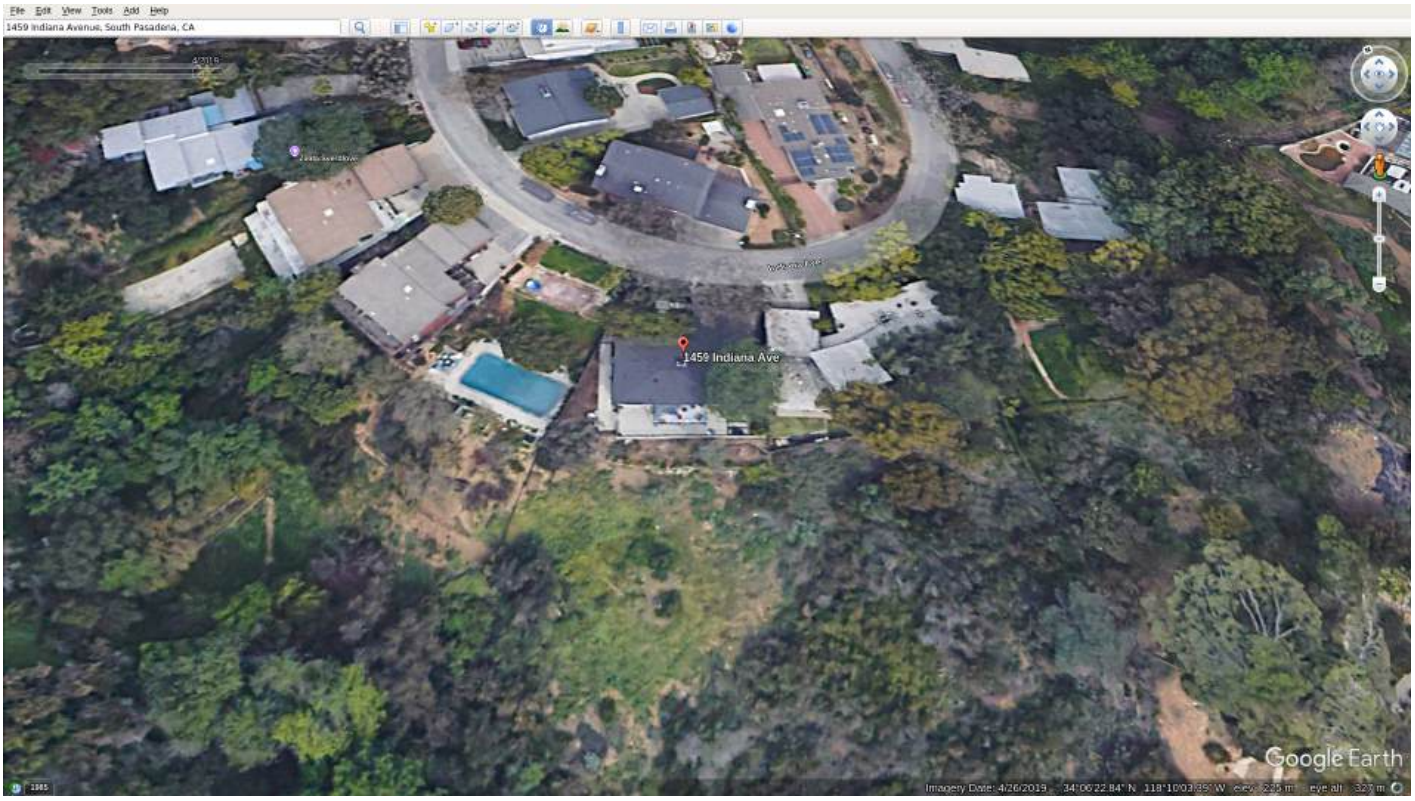


Notice:

- decking and flatwork from deck to pool
- presence of downslope fence
- light green tree overhanging corner of deck
- tree casting shade on backyard slope
- the overall vegetative state

2019 – Concrete Deck

The son of a local business owner remodeled the home. He went against the city's wishes of subdivision and subdivided at the county level to sell half the parcel to the neighbor. He had at least one tree removed and the wood deck replaced with a concrete deck.


File Edit View Tools Add Help
1459 Indiana Avenue, South Pasadena, CA
1459 Indiana Ave
Google Earth


CRISNET


CRISNET





2021

The current owners purchased the property in 2021.

2025 – NREC Meeting

youtu.be/MYnKjy-8XQU

One of the owners made several statements about the slope behind his home.





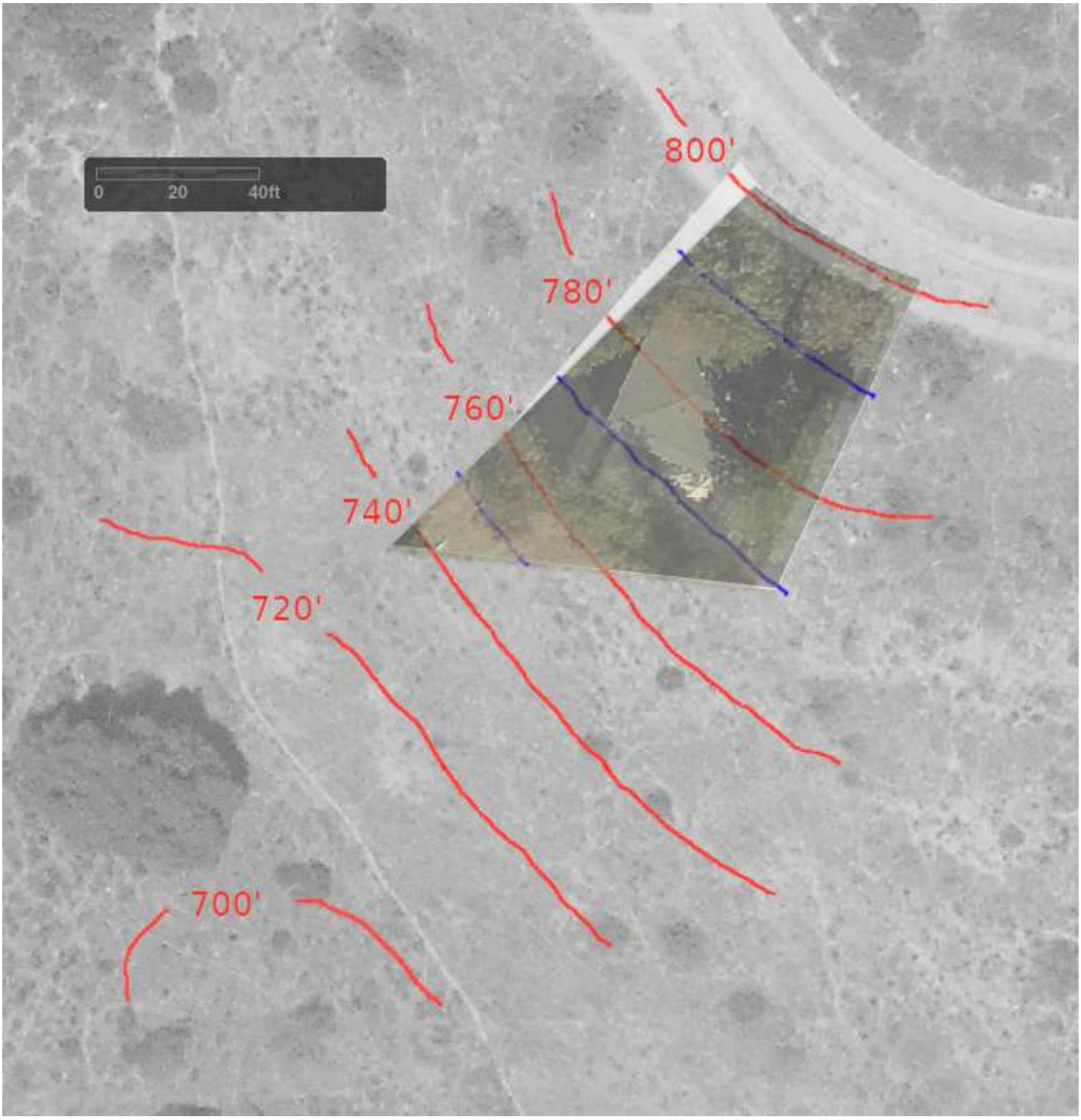
> And you can see in the picture there is a chain link fence. ... When we first moved in the latch of the fence actually latched, just barely. In the picture now you see it's 4-6" apart. Over time, even with the trees, ***the ground keeps slipping***.

Owner, 46:54

> We've planted lavender and lantanas and sort of things to try to keep the soil in place but it holds the superficial soil in place but ***the hill keeps sliding***.

Owner, 49:54

Site Conditions



This photo is a layering of a 1940s aerial photograph and three maps from the LA County Assessor's data–topographical, 2014 satellite and 2020 satellite

Zillow states square footage is 7,204.

The average slope as defined in 36.340.020(C) is:

```
(100 * (10 * 310)) / 7204 = 43%
```

SPMC Chapter 34 – Trees and Shrubs

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:

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

(b) In addition to the application requirements of subsection (a) of this section, 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;

34.12 Tree Removal and Replacement Plans

Tree removal and replacement plans shall contain the following information:

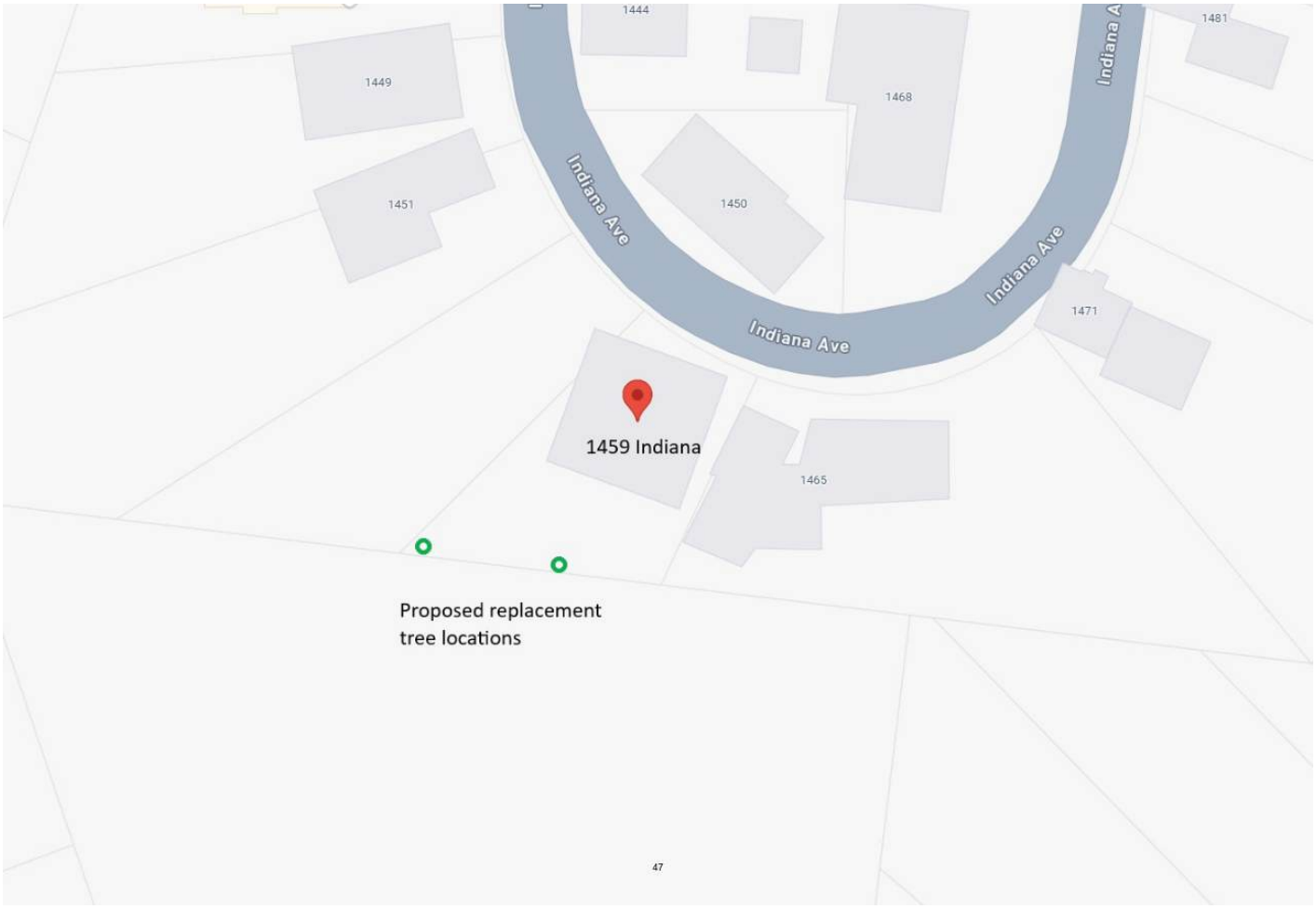
(a) A drawing of the property which shows the location and species of all existing protected trees;

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

(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. (Ord. No. 2328, § 1 (part), 2019.)

Tree Replacement Plan and Application Insufficiencies



The applicant's replacement plan does not account for restitution trees for previous unpermitted removals.

The provided tree replacement plan is missing:

- 34.12(a) – location and species of all existing protected trees
- 34.12(b) – site plan showing proposed development, existing and proposed structures, topography of the site
- 34.12(e) – second drawing after tree removal which shows remaining trees and all proposed replacement trees with sizes and species clearly identified

Public Works has stated that the additional criteria is not needed due to this not being development related. *The code does ask for a full replacement plan for non-development track removals.* These trees are directly impacted by unpermitted building in the immediate vicinity and any such permits should have in the past and should, moving forward, trigger the development track protections and additional replacement plan requirements.

Additional requirements for development related applications that should have been met alongside permitted grading and retaining walls:

- 34.9(b)(1) – arborist report

- 34.9(b)(2) – project narrative
- 34.9(b)(3) – proposed development plan depicting the actual and proposed location of structures, topography and existing trees, whether to be retained or proposed for removal
- 34.9(b)(4) – site plan with elevations showing before and after sight lines of the properties landscaping and trees

SPMC Division 36.340 – Hillside Protection

36.340.010 Purpose of Division

The standards of this Division are intended to:

A. Preserve the City's scenic resources by encouraging retention of natural topographic features and vegetation;

B. Acknowledge that as the slope of a development site increases so does the potential for environmental degradation including slope failure, increased erosion, sedimentation and stormwater run-off; and

C. Encourage grading practices that are appropriate in hillside areas; and

D. Encourage structures on hillside parcels to be designed with scale, massing, architectural design and detailing appropriate to maintain hillsides in a natural, open character.

36.340.020 Applicability

A. Sloping sites. The standards in this Division apply to subdivisions, uses, structures, and to all other development on sites with an average of slope of 20 percent or greater.

36.340.030 Permit and Application Requirements

Development that is subject to this division shall require a Hillside Development Permit (SPMC 36.410.065) and Design Review (SPMC 36.410.040). The application shall include:

B. Geotechnical report. A preliminary geotechnical report that identifies and proposes mitigation measures for any soils or geological problems that may affect site stability or structural integrity. Depending upon the site characteristics and project design, a final geotechnical report may also be required as part of a subsequent Building Permit application.

36.340.040 Hillside Development Design Guidelines

Proposed hillside development should satisfy as many of the following

objectives as feasible, as determined through the Design Review process.

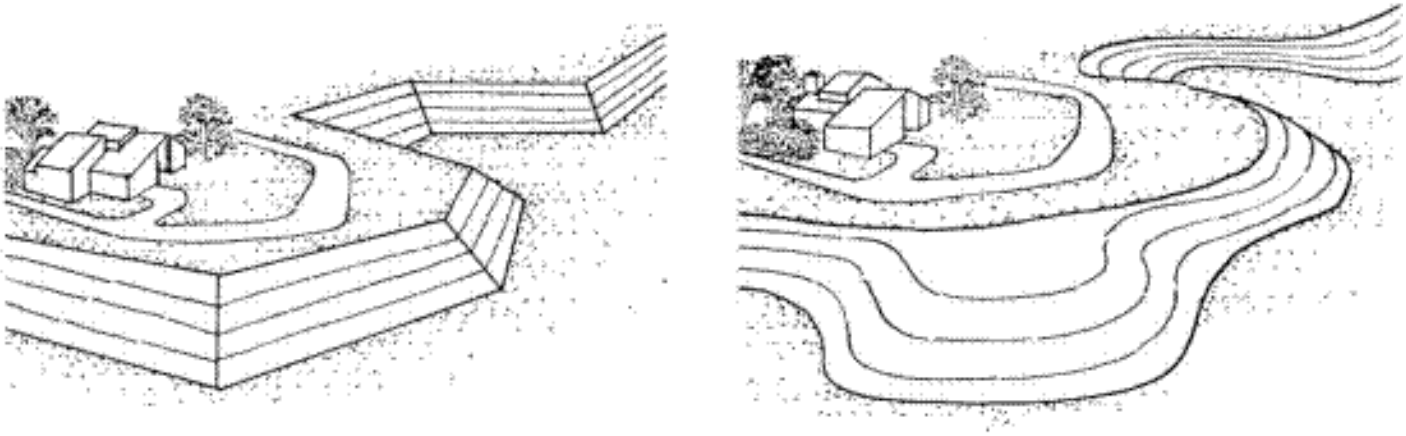
A. Terrain alteration. The project should be designed to fit the terrain rather than altering the terrain to fit the project. Development patterns that form visually protruding horizontal bands or steeply cut slopes for roads or lots shall be avoided. Large-scale slope terracing, cribwalls, or significant slope modification is discouraged. Where alteration of the terrain is necessary, contour grading techniques should be utilized to help achieve a natural appearing slope. (See Section 36.340.050.F and Figure 3-33.)

D. Site layout and structure design. Building and site design should utilize varying setbacks and structure heights, split-level foundations, and low retaining walls to blend structures into the terrain.

36.340.050 Hillside Project Development Standards

F. Natural state. A minimum of 25 percent of the lot area plus the percentage figure of the average slope must be remediated to its natural state in terms of slope and vegetation.

G. Grading. Grading plans shall be prepared in compliance with the Municipal Code and the General Plan. Grading on slopes over 30 percent shall be permitted when sufficient technical information has been provided to support the determination that such development would have no negative impacts on the subject property, adjacent properties, or on the safety and welfare of the public. Grading shall utilize landform grading techniques. See Figure 3-33.



UNACCEPTABLE
Regular Slopes - Sharp Cut or Fill

ACCEPTABLE
Varied Slopes - Smooth Cut or Fill

Construction Work

There have been zero permits pulled for any of this work – tree removal or concrete.

The light green tree was removed with the trunk of which appearing to be littered beneath the gum in some half hearted attempt to support the slope.

Non-trivial concrete work has wrapped this hillside structure. Concrete is heavy and impervious.

(25% + 43% average slope) == 68% of the lot is required to be in its natural state in terms of slope and vegetation. After the work this threshold is no longer met.



The slab directly above the gum appears to be massive and precariously perched on soft soil.

Below the deck appears to be entirely enclosed contributing greatly to its impervious, unnatural state.

Footing spillout is showing along the length of wall as the downslope part erodes. If the footing was deep enough the soil downslope would be terraced and the slippage mitigated entirely. It is likely the footing is not substantial enough.

The slope of the concrete work appears to be simply draining directly to the footing exacerbating the problem significantly.



Twenty feet of one side of the deck appears to be a planted area and thus is a retaining wall over 3' requiring a permit.

At least one unpermitted staircase was poured with the project.

Current Status

As of now the applicants have stated that they need to talk to someone about installing an admittedly very expensive retaining wall to terrace the hillside so that they can plant the citrus trees shown in the above photo.

I spoke with the applicants on their property two years ago. They said the same thing then and have made no apparent moves in this direction in terms of discovering feasibility or assessing affordability.

The only vegetation that has been planted suitable for hillside retention is bamboo. Bamboo is an invasive that will outcompete trees, natives and citrus. Bamboo is a known fire hazard.

There is no plan. The current owners inherited problems that they are unwilling to solve on their own and the entire neighborhood is paying the price. The NREC was

unable to effectively navigate these issues. A past code enforcement request was not taken seriously.

Desired Outcome

Please inspect the site for permit applicability, conformance to design standards and site safety. A soil analysis needs to be conducted. The specs of the wall need to be inspected including face heights, footing sizes and retention loads. The specs of the slabs need to be inspected to determine slope appropriateness.

Permits need to be pulled for work that required permits. This hillside needs to be protected for the owners, present and future, for the immediate neighbors and their structures and all hillside neighbors within view of the slope.

I ask that the directors of Public Works and Community Development intervene and stop the tree removal here as the trees are not the cause of the soil instability but are actually providing a crucial service in keeping the otherwise failing hillside in place.

Furthermore I ask that any permits pulled trigger a full site plan for tree replacement and site remediation.

This request comes with the support of several neighbors inside of the 100' radius of tree removal notification. I will reach out to all neighbors inside of a 250' radius and within direct line of sight of the site for signatures if this proceeds to council as I believe this to be a significant planning related matter that affects more than just the immediate neighbors.

Thank you,
Angelo Gladding
[redacted]