CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, NOVEMBER 18, 2026, 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	Sheila Rossi
ROLL CALL:	Mayor	Sheila Rossi
	Mayor Pro Tem	Omari Ferguson
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Janet Braun
PLEDGE OF ALLEGIANCE:	Councilmember	Michael A. Cacciotti

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)

CHANGES TO THE AGENDA

3. 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.

4. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $401,896.62; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,225,309.53; ONLINE PAYMENTS IN THE AMOUNT OF $200,011.71; VOIDS IN THE AMOUNT OF ($4,116.21); PAYROLL IN THE AMOUNT OF $2,360,434.39

Recommendation

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

5. CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 1103 MONTEREY ROAD

Recommendation

It is recommended that the City Council review the proposed Rehabilitation and Repair Work Plan and approve a Mills Act contract with the owners of the property located at 1103 Monterey Road.

6. CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 1500 ROLLIN STREET

Recommendation

It is recommended that the City Council review the proposed Rehabilitation and Repair Work Plan and approve a Mills Act contract with the owners of 1500 Rollin Street.

7. CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 220 ORANGE GROVE AVENUE.

Recommendation

It is recommended that City Council City Council review the proposed Rehabilitation and Restoration Work Plan and approve a Mills Act Contract with the property owner of 220 Orange Grove Avenue.

8. CONSIDERATION TO AUTHORIZE AND RATIFY THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA FIRE FOUNDATION IN THE AMOUNT OF $130,000 FOR A FIREFIGHTER INDUSTRIAL ATHLETE PERFORMANCE AND RECOVERY PILOT PROGRAM

Recommendation

It is requested that the City Council:

1. Authorize and ratify the submittal of a grant application to the California Fire Foundation Proposition 4 Wildfire Prevention & Firefighter Safety Grant Program in the amount of $130,000 to support a Firefighter Industrial Athlete Performance and Recovery Pilot Program; and
2. Require staff to return to the City Council for consideration of any grant acceptance.

9. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8043 AMENDING THE CITY'S CONFLICT OF INTEREST CODE TO REFLECT THE REORGANIZATION OF THE FINANCE DEPARTMENT AND RESCINDING RESOLUTION NO. 8031

Recommendation

It is recommended that the City Council adopt Resolution No. 8043, amending the City of South Pasadena's Conflict of Interest Code to reflect the reorganization of the Finance Department and rescinding Resolution No. 8031.

10. CONSIDERATION TO APPROVE PURCHASE ORDERS WITH CODE 3 TECHNOLOGY, BLACK BOX SAFETY, INC. AND RTS TACTICAL FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT AND MOBILE DATA COMPUTERS USING THE URBAN AREA SECURITY INITIATIVE (UASI) 2024 GRANT FUNDS

Recommendation

It is recommended that the City Council:

1. Approve a purchase order in the amount of $28,515.63 to Black Box Safety, Inc., for the purchase of 46 ballistic helmets;
2. Approve a purchase order to RTS Tactical in the amount of $34,977.37 for the purchase of 12 ballistic shields;
3. Approve a purchase order to Code 3 Technology for the purchase of 12 ruggedized mobile data computers in the amount not to exceed $62,727.00; and
4. Authorize the City Manager or designee to execute the appropriate Purchase Orders and any other documents necessary to effectuate the purchase.

11. CONSIDERATION TO ADOPT RESOLUTION 8042 TO UPDATE THE DEPUTY CITY CLERK JOB DESCRIPTION, SALARY RANGE, EXEMPT STATUS, AND BARGAINING UNIT REPRESENTATION

Recommendation

It is recommended that the City Council adopt Resolution No. 8042 approving the revised Deputy City Clerk classification specification, changing its designation from Fair Labor Standards Act (FLSA) non-exempt to exempt, removing the classification from the Public Service Employees Association (PSEA) bargaining unit, and placing the classification within the City's unrepresented management group, including approval of the associated salary range.

12. CONSIDERATION OF THE AWARD OF A CONSTRUCTION CONTRACT TO DBX, INC. IN AN AMOUNT NOT TO EXCEED $16,069,567.00 FOR THE NORTH SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEMS DEPLOYMENT ON FAIR OAKS AVENUE PROJECT RABA01-5071 (024)

Recommendation

It is recommended that the City Council:

a. Award a construction contract (Attachment No. 1) to DBX, Inc for construction services for the North South Corridor Intelligent Transportation Systems Deployment on Fair Oaks Avenue Project RABA01-5071 (024) (Project) in an amount not to exceed $16,069,567.00 including the proposed bid amount of $13,391,305.90 and a 20% contingency of $2,678,261.10;
b. Reject all other bids received;
c. Authorize the City Manager to execute the Contract and all related documents, in final form approved by the City Attorney.

13. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES FOR BUSINESS LICENSE ADMINISTRATION AND SOFTWARE HOSTING SERVICES

Recommendation

It is recommended that the City Council:

1. Waive formal bidding process and approve a five-year Professional Services Agreement with Hinderliter de Llamas & Associates (HDL) to provide business license administration and related software hosting services in an amount not to exceed $400,000 based on recent formal competitive solicitations by other cities for

similar services.
2. Authorize the City Manager, or designee, to execute the Professional Services Agreement with HDL.

14. CONSIDERATION TO AUTHORIZE BARCLAYS CAPITAL INC., TO PROVIDE UNDERWRITING SERVICES IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING 2016 WATER REVENUE BONDS

Recommendation

It is recommended that the City Council:

1. Authorize Barclays Capital Inc. to provide underwriting services in connection with a potential refunding of the City's outstanding 2016 Water Revenue Bonds, for a contingent fee of $67,390 payable solely from bond proceeds upon the successful closing of a refunding transaction; and
2. Authorize the City Manager to execute any documents related to their engagement and fees in a form and manner approved by the City Attorney.

15. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PRINT SPOT FOR PRINTING AND MAILING SERVICES IN AN AMOUNT NOT TO EXCEED $45,000 THROUGH JUNE 30, 2027; FIND IT IS IN THE BEST INTEREST OF THE CITY TO WAIVE FORMAL BIDDING; AND AUTHORIZE CITY DEPARTMENTS TO USE THE AGREEMENT FOR DEPARTMENTAL PRINTING NEEDS UP TO THE DEPARTMENT'S APPROVED BUDGET

Recommendation

It is recommended that the City Council:

1. Approve a Professional Services Agreement with The Print Spot for printing and mailing services for a term from November 18, 2026, through June 30, 2027, in an amount not to exceed $45,000;
2. Authorize the City Manager to execute the Agreement, in the final form approved by the City Attorney;
3. Authorize City departments to utilize ("piggyback") this Agreement for additional printing services, and
4. Authorize the City Manager to amend the established PO to accommodate those additional services, provided that sufficient funds are available within each respective department's approved budget.

16. CONSIDERATION TO ADOPT RESOLUTION NO. 8044 SUPPORTING JOINT ADVOCACY BY THE FOOTHILL CITIES TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REGARDING FARE ENFORCEMENT, FAREGATE INSTALLATION, AND SECURITY AT METRO A-LINE STATIONS

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 8044 supporting joint advocacy by the Foothill Cities to the Los Angeles County Metropolitan Transportation Authority (Metro) regarding fare enforcement, faregate installation, and security at Metro A Line stations; and
2. Authorize the Mayor to sign the joint statement to the Metro Board of Directors in

substantially the form attached.

17. CONSIDERATION OF APPOINTMENT OF EDGAR VARELA TO THE COMMUNITY SERVICES COMMISSION

Recommendation
It is recommended by Mayor Rossi that the City Council appoint Edgar Varela to the Community Services Commission to a partial term ending December 31, 2027.

18. CONSIDERATION TO ADOPT RESOLUTION NO. 8040 APPROVING THE REALLOCATION OF FUNDING FROM COMPLETED CAPITAL PROJECTS TO CAPITAL PROJECTS THAT REQUIRE ADDITIONAL FUNDING TO COMPLETE

Recommendation
It is recommended that the City Council Adopt Resolution No. 8040 (Attachment 1) reallocating funds from completed Capital Projects to Capital Projects that require additional funding to ensure project budgets accurately reflect current funding needs (Attachment 1, Exhibit A).

PUBLIC HEARING

19. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2422, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING ORDINANCE NO. 2414 TO ADD NEWLY ELIGIBLE SITES INDIVIDUALLY LISTED AS HISTORICAL RESOURCES IN THE STATE HISTORICAL RESOURCES INVENTORY AND CONTRIBUTING SITES TO A HISTORICAL DISTRICT LISTED IN THE STATE HISTORICAL RESOURCES INVENTORY TO DEFER APPLICATION OF CALIFORNIA SENATE BILL 79 UNTIL ONE YEAR FOLLOWING ADOPTION OF THE CITY'S SEVENTH CYCLE HOUSING ELEMENT PURSUANT TO STATE LAW AND AMENDING THE CITY'S OFFICIAL ZONING MAP

Recommendation
It is recommended that the City Council:
1. Conduct a Public Hearing; and
2. Introduce and waive full reading of uncodified Ordinance No. 2422 to delay effectuation of SB 79 and exclude newly eligible sites containing a historic resource or contributing sites to a historical district in the State Historical Resources Inventory pursuant to California Assembly Bill 2576 and amend the City's zoning map.

20. CONSIDERATION TO ADOPT RESOLUTION NO. 8038 ADOPTING A SPECIFIC PLAN AMENDMENT TO AMEND THE DOWNTOWN SPECIFIC PLAN TO ESTABLISH OBJECTIVE DESIGN STANDARDS AND MAKE ASSOCIATED AMENDMENTS; AND HOLD FIRST READING OF ORDINANCE NO. 2423, AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING SECTION 36.410.040 OF ARTICLE 4 (ZONING APPROVAL PROCEDURES) AND SECTION 36.700.020(O) OF ARTICLE 7 (DEFINITIONS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE TO APPLY THE DOWNTOWN SPECIFIC PLAN (DTSP) OBJECTIVE DESIGN STANDARDS (ODS) SET FORTH IN C10 (OBJECTIVE DESIGN STANDARDS) OF THE DTSP TO PROJECTS THAT QUALIFY FOR MINISTERIAL DESIGN REVIEW AND MAKING A DETERMINATION OF

EXEMPTION UNDER CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15060(C)(3) AND GOVERNMENT CODE SECTION 65912.160(C)(2)

Recommendation

It is recommended that the City Council:

1. Conduct a public hearing;
2. Adopt Resolution No. 8038 adopting a Specific Plan Amendment to amend the Downtown Specific Plan (DTSP) to establish objective design standards and make associated amendments (Attachment 1); and
3. Introduce and waive full reading of Ordinance No. 2423 amending Chapter 36 (Zoning) of the South Pasadena Municipal Code to incorporate objective design standards into design review, apply the DTSP Objective Design Standards to qualifying residential projects subject to ministerial design review, and add a definition of "objective design standard" (Attachment 2).

21. CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2413, AN ORDINANCE OF THE CITY OF SOUTH PASADENA CALIFORNIA AMENDING CHAPTER 19A (NOISE REGULATIONS) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY

Recommendation

It is recommended that the City Council:

1. Conduct a public hearing;
2. Introduce and waive full reading of Ordinance No. 2413 amending Chapter 19A (Noise Regulations) of the South Pasadena Municipal Code in its entirety.

ACTION/DISCUSSION

22. CONSIDERATION OF ADOPTION OF A REVISED FEE WAIVER POLICY AND RESCISSION OF THE EXISTING CO-SPONSORSHIP POLICY

Recommendation

It is recommended that the City Council:

1. Adopt the proposed Fee Waiver Policy (Attachment No. 1);
2. Rescind the Co-Sponsorship Waiver Policy, Exhibit A (Attachment No. 2), effective upon adoption of the Fee Waiver Policy; and
3. Provide additional direction to staff, as appropriate.

23. CONSIDERATION TO APPROVE THE PURCHASE OF TWO (2) FORKLIFTS FROM CROWN LIFT TRUCKS FOR PUBLIC WORKS OPERATIONS UTLIZING THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM

Recommendation

It is recommended that the City Council:

1. Review and discuss the three proposed purchasing options for two forklifts to support Public Works operations at Mission Yard and Garfield Reservoir, with estimated costs ranging from $120,237.42 to $158,744.54;
2. Select and approve a preferred purchasing option, subject to applicable regulatory requirements and City policies;

3. Authorize the necessary additional appropriations of up to $38,744.54, depending on the option selected; and
4. Authorize the City Manager to execute the necessary purchase agreements and related documents with Crown Lift Trucks.

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 of Item No. 2. No new speakers will be accepted at this time.

COMMUNICATIONS

25. COUNCILMEMBER COMMUNICATIONS

26. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

December 2, 2026	Regular City Council Meeting	7:00 P.M.
December 16, 2026	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available 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 November 18, 2026, 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.

11/12/2026	/S/
Date	Nikima S. Newsome, Chief City Clerk

City Council
Agenda Report

ITEM NO. 1

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CLOSED SESSION ANNOUNCEMENTS**

City Council Agenda Report

ITEM NO. 2

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **PUBLIC COMMENT - GENERAL (NON-AGENDA ITEMS)**

City Council Agenda Report

ITEM NO. 3

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

City Council Agenda Report

ITEM NO. 4

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Finance Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $401,896.62; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,225,309.53; ONLINE PAYMENTS IN THE AMOUNT OF $200,011.71; VOIDS IN THE AMOUNT OF ($4,116.21); PAYROLL IN THE AMOUNT OF $2,360,434.39**

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

Executive Summary
Prepaid Warrants:
Warrant # 324443-324485; 324590-324591, **$332,017.85**
ACH: **$69,878.77**

General City Warrants:
Warrant # 324486-324589, **$328,130.87**
ACH: **$897,178.66**

Online Payments: **$200,011.71**

Regular Payroll Ending 10/23/2026: **$1,305,702.02**
Regular Payroll Ending 11/06/2026: **$1,054,732.37**

Voids: **($4,116.21)**

Total: $4,183,536.04

Analysis
A warrant register is the list of checks and electronic payments issued by the City. Approval of the warrant register allows the City Council to review and confirm payments made with City funds. This process provides transparency to the public, ensures spending is consistent with the adopted budget and City policies, and serves as an important internal control to safeguard taxpayer dollars. By approving the register, the City Council fulfills its responsibility to oversee the use of public funds and maintain accountability in City operations.

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
Attachment No. 2 - Prepaid Warrant List
Attachment No. 3 - General Warrant List
Attachment No. 4 - Online Payments
Attachment No. 5 - Payroll Report
Attachment No. 6 - Voids

City of South Pasadena
Demand/Warrant Register
Recap by fund

Date 11/18/2026

	Fund No.	Amounts	
		Prepaid	**Written**
General Fund	101	89,316.44	540,452.85
Insurance Fund	103	7,506.44	-
Street Improvement Program	104	124,248.28	6,688.39
Facilities & Maintenance	105	7,004.19	51,771.47
Technology Surcharge Fund	106	-	-
Programs and Projects	107	-	-
Special Projects Fund	116	-	500.00
Vehicle Replacement Fund	120	-	-
Tree Replacement Fund	121	-	3,392.00
Local Transit Return "A"	205	975.95	7,467.49
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	5,192.49
TEA/Metro	208	-	-
Sewer Fund	210	434.08	10,022.14
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	3,085.68	39,736.17
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Successor Agency to the CRA	227	-	-
Housing Authority Fund	228	-	5,905.00
State Gas Tax	230	759.45	48,685.63
County Park Bond Fund	232	-	-
Measure R	233	-	44,750.13
Garfield Walkways State Grant	234	-	-
Measure M	236	-	39,312.95
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure M MSP	240	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Measure R MIP	243	-	-
Reimbursable Grant Fund	244	254.03	5,463.42
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Measure A Grant	251	-	-
Proposition 68 Grant	252	-	-
Affordable Housing Trust Fund	254	-	469.80
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	72,992.49
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	2,427.50
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	28,583.40
State SR 710 LATIP	297	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	-
Water Fund	500	141,296.07	309,522.22
Water Efficiency Fund	503	830.00	598.99
2016 Water Revenue Bonds Fund	505	-	1,375.00
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	26,186.01	-
			-
	Column Totals:	401,896.62	1,225,309.53

City Report Totals:	1,627,206.15
Online Payments	200,011.71
Regular Payroll 10/23/2026	1,305,702.02
Regular Payroll 11/06/2026	1,054,732.37
Voids	(4,116.21)
Grand Report Total:	**4,183,536.04**

Sheila Rossi, Mayor

William Castrillon, Budget & Finance Manager

Nikima Newsome, Chief City Clerk

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:48PM

Check Number	Check Date	Amount

CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000

0 10/19/2026

Inv PR 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 PART TIME ASSN. DUES / FEE	128.00
Inv PR 10.09.2026 Total		128.00
0 Total:		128.00
CEAP7000 - S.P. Public Service Employees Association-PT Total:		128.00

CSD3014 - Ca. State Disbursement Unit

324443 10/19/2026

Inv PR 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnish.Navarrete Mark ID:20000000143(	466.15
Inv PR 10.09.2026 Total		466.15
324443 Total:		466.15
CSD3014 - Ca. State Disbursement Unit Total:		466.15

PARS3011 - Phase II Systems a California Corporation

0 10/19/2026

Inv PE 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 PARS Employee Contribution	547.56
10/07/2026	PR Batch 10926.10.2026 PARS Employer Contribution	547.56
Inv PE 10.09.2026 Total		1,095.12
0 Total:		1,095.12
PARS3011 - Phase II Systems a California Corporation Total:		1,095.12

PASADENA - Los Angeles Sheriff's Department

324446 10/19/2026

Inv PR 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnish. Corona Eric Case No. 25NWLC0	152.70

Inv PR 10.09.2026 Total 152.70

324446 Total: 152.70

PASADENA - Los Angeles Sheriff's Department Total: 152.70

SCFT0000 - Franchise Tax Board

324444 10/19/2026

Inv PR 10.09.2026.

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnishment - Cipres Acc. 121-04537-47	70.00

Inv PR 10.09.2026. Total 70.00

324444 Total: 70.00

SCFT0000 - Franchise Tax Board Total: 70.00

SCFT0001 - Franchise Tax Board

324445 10/19/2026

Inv PR 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnish-Christiana Miller Case#11025452	90.00

Inv PR 10.09.2026 Total 90.00

324445 Total: 90.00

SCFT0001 - Franchise Tax Board Total: 90.00

SOU5230 - S.P.Firefighters L-3657

0 10/19/2026

Inv PR 10.09.2026

Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Firefighters 3657 - Union	2,175.00
10/07/2026	PR Batch 10926.10.2026 Fire Assn. Insurance	363.17
10/07/2026	PR Batch 10926.10.2026 FFA Fire Rec Fees	90.00

Inv PR 10.09.2026 Total 2,628.17

0 Total: 2,628.17

Check Number	Check Date	Amount
SOU5230 - S.P.Firefighters L-3657 Total:		2,628.17
SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000		
0	10/19/2026	
Inv PR 10.09.2026		
Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 SPPOA Insurance	2,870.03
10/07/2026	PR Batch 10926.10.2026 SPPOA - Union Dues	4,648.00
Inv PR 10.09.2026 Total		7,518.03
0 Total:		7,518.03
SOU5435 - S.P. Police Officers Association Total:		7,518.03
SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000		
0	10/19/2026	
Inv PR 10.09.2026		
Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 SPPSEA - Union Dues	1,802.00
Inv PR 10.09.2026 Total		1,802.00
0 Total:		1,802.00
SOU5451 - S.P. Public Service Employees Association Total:		1,802.00
SSDV2018 - Sandoval, Sheila		
0	10/19/2026	
Inv PR 10.09.2026		
Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnishment - Sandoval	956.03
10/07/2026	PR Batch 10926.10.2026 Sandoval - Garnishment	279.15
Inv PR 10.09.2026 Total		1,235.18
0 Total:		1,235.18
SSDV2018 - Sandoval, Sheila Total:		1,235.18
Total:		15,185.35

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:51PM

Check Number	Check Date	Amount
GEBR9280 - Gentry Brothers Inc.		
324448	10/19/2026	
Inv PB12		
Line Item Date	Line Item Description	
09/30/2026	FY 19-20 Street Improvement Project Progress Payment 12	132,333.06
09/30/2026	FY 19-20 Street Improvement Project Progress Payment 12	124,248.28
Inv PB12 Total		256,581.34
324448 Total:		256,581.34
GEBR9280 - Gentry Brothers Inc. Total:		256,581.34
SCFT0000 - Franchise Tax Board		
324447	10/19/2026	
Inv PR 10.09.26		
Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnishment Hernandez Ricard 121-05653	150.00
Inv PR 10.09.26 Total		150.00
324447 Total:		150.00
SCFT0000 - Franchise Tax Board Total:		150.00
Total:		256,731.34

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:52PM

Check Number	Check Date	Amount
SCFT0000 - Franchise Tax Board		
324449	10/19/2026	
Inv PR 10.09.2026		
Line Item Date	Line Item Description	
10/07/2026	PR Batch 10926.10.2026 Garnish. Christ.Diaz Acc. No.211-23208-1	200.00
Inv PR 10.09.2026 Total		200.00
324449 Total:		200.00
SCFT0000 - Franchise Tax Board Total:		200.00
Total:		200.00

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:53PM

Check Number	Check Date	Amount
CAL0616 - E. D. D.		
0	10/27/2026	
Inv L0064977712		
Line Item Date	Line Item Description	
10/23/2026	Unemployment M. Diaz Q1 FY2027	5,455.00
Inv L0064977712 Total		5,455.00
0 Total:		5,455.00
CAL0616 - E. D. D. Total:		5,455.00
Total:		5,455.00

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:54PM

Check Number	Check Date	Amount
AFLA7010 - AFLAC		
0	10/27/2026	
Inv 021121		
Line Item Date	Line Item Description	
08/28/2026	Payment Employee Optional Insurance AUG26 Acct# J5D65	788.12
Inv 021121 Total		788.12
Inv 329184		
Line Item Date	Line Item Description	
09/28/2026	Payment for Employee Optional Insurance SEP2026	788.12
Inv 329184 Total		788.12
0 Total:		1,576.24
AFLA7010 - AFLAC Total:		1,576.24
AMTIR4 - The Reinalt-Thomas Corporation DBA		
324467	10/27/2026	
Inv 5091475133		
Line Item Date	Line Item Description	
10/09/2026	PD Vehicle Maintenance	117.40
Inv 5091475133 Total		117.40
Inv 5091475202		
Line Item Date	Line Item Description	
10/01/2026	PD Vehicle Maintenance	117.40
Inv 5091475202 Total		117.40
Inv 5091475375		
Line Item Date	Line Item Description	
10/01/2026	PD Vehicle Maintenance	545.05
Inv 5091475375 Total		545.05
Inv 5092516230		
Line Item Date	Line Item Description	
10/09/2026	PD Vehicle Maintenance	766.38

Inv 5092516230 Total 766.38

324467 Total: 1,546.23

AMTIR4 - The Reinalt-Thomas Corporation DBA Total: 1,546.23

AT&T5011 - AT&T

324450 10/27/2026

Inv 331 841-0756 343 2

Line Item Date	Line Item Description	
10/07/2026	Acct# 331 841-0756 343 2 Serv 10/7-11/6/26 OCT2026	31.76

Inv 331 841-0756 343 2 Total 31.76

Inv 331 841-0802 343 6

Line Item Date	Line Item Description	
10/07/2026	Acct# 331 841-0802 343 6 Serv 10/7-11/6/26 OCT2026	31.76

Inv 331 841-0802 343 6 Total 31.76

Inv 626 441-6497 357 0

Line Item Date	Line Item Description	
10/13/2026	Acct# 626 441-6497 357 0 Serv 10/13-11/12/26 OCT26	4,163.56

Inv 626 441-6497 357 0 Total 4,163.56

324450 Total: 4,227.08

AT&T5011 - AT&T Total: 4,227.08

ATTE2011 - AT&T DW Holdings, Inc

324451 10/27/2026

Inv 2886932217

Line Item Date	Line Item Description	
10/07/2026	Acct# 831-001-4896 776 October 2026	4,978.27

Inv 2886932217 Total 4,978.27

Inv 2896932215

Line Item Date	Line Item Description	
10/07/2026	Acct# 831-001-5489 449 OCT2026 ADI Internet Public Safety	726.07

Inv 2896932215 Total 726.07

324451 Total: 5,704.34

ATTE2011 - AT&T DW Holdings, Inc Total: 5,704.34

CABDSNS - California Building Standards Commission

324454 10/27/2026

Inv Jul-Sep 2026

Line Item Date	Line Item Description	
10/01/2026	BSASRF Fees 7/1 - 9/30/2026	205.50

Inv Jul-Sep 2026 Total 205.50

324454 Total: 205.50

CABDSNS - California Building Standards Commission Total: 205.50

CADPTCSC - California Department of Conservation

324455 10/27/2026

Inv Jul-Sept 2026-SMIP Fees

Line Item Date	Line Item Description	
10/01/2026	SMIP Fees 7/1 - 9/301/2026	843.20

Inv Jul-Sept 2026-SMIP Fees Total 843.20

324455 Total: 843.20

CADPTCSC - California Department of Conservation Total: 843.20

CDW5246 - CDW Government LLC

0 10/27/2026

Inv AI31I9D

Line Item Date	Line Item Description	
03/05/2026	Adobe Photoshop Subscription Public Affairs Mgr Cust 4793592	312.18

Inv AI31I9D Total 312.18

0 Total: 312.18

CDW5246 - CDW Government LLC Total: 312.18

CIN4011 - AT&T Mobility

324452 10/27/2026

Inv 287288006612X10102026

Line Item Date	Line Item Description	
10/02/2026	Acct# 287288006612 Serv 9/3 -10/2/26 SEP2026	4,846.07

Inv 287288006612X10102026 Total 4,846.07

Inv 287312118886X102026

Line Item Date	Line Item Description	
10/02/2026	Acct# 287312118886 1st Responders 9/3 -10/2/26 SEP2026	3,609.38

Inv 287312118886X102026 Total 3,609.38

Inv 287351491376X10142026

Line Item Date	Line Item Description	
10/06/2026	Acct# 287351491376 Serv 10/7 -11/5/26 OCT2026	70.00

Inv 287351491376X10142026 Total 70.00

324452 Total: 8,525.45

CIN4011 - AT&T Mobility Total: 8,525.45

CINTA3 - Cintas Corporation

324456 10/27/2026

Inv 4275500413

Line Item Date	Line Item Description	
07/13/2026	7.13.26 PW weekly uniform service	77.72
07/13/2026	7.13.26 PW weekly uniform service	67.94
07/13/2026	7.13.26 PW weekly uniform service	38.84
07/13/2026	7.13.26 PW weekly uniform service	46.46
07/13/2026	7.13.26 PW weekly uniform service	35.13
07/13/2026	7.13.26 PW weekly uniform service	116.56

Inv 4275500413 Total 382.65

Inv 4276263838

Line Item Date	Line Item Description	
07/20/2026	7.20.26 PW weekly uniform service	46.46
07/20/2026	7.20.26 PW weekly uniform service	77.72
07/20/2026	7.20.26 PW weekly uniform service	35.13
07/20/2026	7.20.26 PW weekly uniform service	38.84
07/20/2026	7.20.26 PW weekly uniform services	67.94
07/20/2026	7.20.26 PW weekly uniform services	116.56

Inv 4276263838 Total 382.65

Inv 4276989827

Line Item Date	Line Item Description	
07/27/2026	7.27.26 PW weekly uniform service	38.84
07/27/2026	7.27.26 PW weekly uniform maintenance service	116.56
07/27/2026	7.27.26 PW weekly uniform service	77.72
07/27/2026	7.27.26 PW weekly uniform service	35.13
07/27/2026	7.27.26 PW weekly uniform maintenance	67.94
07/27/2026	7.27.26 PW weekly uniform service	46.46

Inv 4276989827 Total 382.65

Inv 4277741616

Line Item Date	Line Item Description	
08/03/2026	8.3.26 PW weekly uniform service	46.70
08/03/2026	8.3.26 PW weekly uniform service	39.07
08/03/2026	8.3.26 PW weekly uniform service	35.34
08/03/2026	8.3.26 PW weekly uniform service	78.19
08/03/2026	8.3.26 PW weekly uniform service	117.26
08/03/2026	8.3.26 PW weekly uniform service	68.41

Inv 4277741616 Total 384.97

Inv 4278540173

Line Item Date	Line Item Description	
08/10/2026	8.10.26 PW weekly uniform service	39.07
08/10/2026	8/20/26 PW weekly uniform service	68.41
08/10/2026	8/20/26 PW weekly uniform service	46.70
08/10/2026	8/20/26 PW weekly uniform service	35.34
08/10/2026	8/20/26 PW weekly uniform service	78.19
08/10/2026	8.20.26 PW weekly uniform service	117.26

Inv 4278540173 Total 384.97

Inv 4279241699

Line Item Date	Line Item Description	
08/17/2026	8.17.26 PW weekly uniform service	78.19
08/17/2026	8.17.26 PW weekly uniform service	117.26
08/17/2026	8.17.26 PW weekly uniform service	39.07
08/17/2026	8.17.26 PW weekly uniform service	68.41
08/17/2026	8.17.26 PW weekly uniform service	35.34
08/17/2026	8.17.26 PW weekly uniform service	46.70

Inv 4279241699 Total 384.97

Inv 4280000841

Line Item Date	Line Item Description	
08/24/2026	8.24.26 PW weekly uniform maintenance	78.00
08/24/2026	8.24.26 PW weekly uniform maintenance	40.48
08/24/2026	8.24.26 PW weekly uniform maintenance	44.75
08/24/2026	8.24.26 PW weekly uniform service	89.50
08/24/2026	8.24.26 PW weekly uniform service	53.47
08/24/2026	8.24.26 PW weekly uniform service	134.19

Inv 4280000841 Total 440.39

Inv 4280824707

Line Item Date	Line Item Description	
08/31/2026	8.31.26 PW weekly uniform service	116.73
08/31/2026	8.31.26 PW weekly uniform service	38.90
08/31/2026	8.31.26 PW weekly uniform service	46.48
08/31/2026	8.31.26 PW weekly uniform service	68.10
08/31/2026	8.31.26 PW weekly uniform service	35.18
08/31/2026	8.31.26 PW weekly uniform service	77.83

Inv 4280824707 Total 383.22

Inv 4281645920

Line Item Date	Line Item Description	
09/08/2026	9.8.26 PW weekly uniform service	35.18
09/08/2026	9.8.26 PW weekly uniform service	38.90
09/08/2026	9.8.26 PW weekly uniform service	77.83
09/08/2026	9.8.26 PW weekly uniform service	68.10
09/08/2026	9/8/26 PW weekly uniform service	116.73
09/08/2026	9/8/26 PW weekly uniform service	46.48

Inv 4281645920 Total 383.22

Inv 4282263057

Line Item Date	Line Item Description	
09/14/2026	9.14.26 PW weekly uniform service	77.83
09/14/2026	9.14.26 PW weekly uniform service	38.90
09/14/2026	9.14.26 PW weekly uniform service	68.10
09/14/2026	9.14.26 PW weekly uniform service	35.18
09/14/2026	9.14.26 PW weekly uniform service	46.48
09/14/2026	9.14.26 PW weekly service request	116.73

Inv 4282263057 Total 383.22

Inv 4283835819

Line Item Date	Line Item Description	
09/28/2026	9.28.26 PW weekly uniform service request	46.48
09/28/2026	9.28.26 PW weekly uniform service	35.18
09/28/2026	9.28.26 PW weekly uniform service	38.90
09/28/2026	9.28.26 PW weekly uniform service	68.10
09/28/2026	9.28.26 PW weekly uniform services	77.83
09/28/2026	9.28.26 PW weekly uniform service	116.73

Inv 4283835819 Total 383.22

Inv 4284558021

Line Item Date	Line Item Description	
10/05/2026	Public Works Uniforms Parks Division Week of 10.5.2026	46.16

Inv 4284558021 Total 46.16

324456 Total: 4,322.29

CINTA3 - Cintas Corporation Total: 4,322.29

CINTAS - Cintas Corporation

324457 10/27/2026

Inv 8408581955

Line Item Date	Line Item Description	
08/31/2026	AUG2026 eyewash station maintenance Public Works	438.38
08/31/2026	AED Lease 8/31/26 PW Cust# 25547763	144.20

Inv 8408581955 Total 582.58

Inv 8408660121

Line Item Date	Line Item Description	
09/30/2026	First Aid Kit Replenishment City Hall & Library	299.05

Inv 8408660121 Total 299.05

Inv 9379151429

Line Item Date	Line Item Description	
06/30/2026	Monthly Service Inspection July '26 Eyewash Stations at PW Yards	438.38

Inv 9379151429 Total 438.38

324457 Total: 1,320.01

CINTAS - Cintas Corporation Total: 1,320.01

CSAC2012 - Public Risk, Innovation, Solutions, and Management

0 10/27/2026

Inv 27401299

Line Item Date	Line Item Description	
10/15/2026	Employee Assistance Program OCT-NOV-DEC2026	2,323.11

Inv 27401299 Total 2,323.11

Inv 27900040

Line Item Date	Line Item Description	
10/14/2026	PRISM Annual Conference Hotel Charges - 09/29/2026	320.93

Inv 27900040 Total 320.93

0 Total: 2,644.04

CSAC2012 - Public Risk, Innovation, Solutions, and Management Total: 2,644.04

CSD3014 - Ca. State Disbursement Unit

324453 10/27/2026

Inv PR 10.23.2026

Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnish.Navarrete Mark ID:20000000143(	466.15

Inv PR 10.23.2026 Total 466.15

324453 Total: 466.15

CSD3014 - Ca. State Disbursement Unit Total: 466.15

Check Number	Check Date	Amount
CTAA8022 - Community Transportation Association of America		
324458	10/27/2026	
Inv 114314		
Line Item Date	Line Item Description	
10/15/2026	Membership CTAA thru 11-01-2027	825.00
Inv 114314 Total		825.00
324458 Total:		825.00
CTAA8022 - Community Transportation Association of America Total:		825.00
DATA5000 - MRSP, LLC		
0	10/27/2026	
Inv SPMR4613		
Line Item Date	Line Item Description	
09/10/2026	SPMR License and Support	1,466.88
Inv SPMR4613 Total		1,466.88
0 Total:		1,466.88
DATA5000 - MRSP, LLC Total:		1,466.88
FED1109 - FedEx		
324459	10/27/2026	
Inv 9-487-76936		
Line Item Date	Line Item Description	
10/02/2026	PD Postage	21.30
Inv 9-487-76936 Total		21.30
324459 Total:		21.30
FED1109 - FedEx Total:		21.30
GRA6601 - Grainger		
324462	10/27/2026	
Inv 9970408887		
Line Item Date	Line Item Description	
06/30/2026	Quick Connect Sockets - reissue Acct# 880247150	188.69
Inv 9970408887 Total		188.69
Inv 9970408895		
Line Item Date	Line Item Description	
06/30/2026	Air Compressor, Air Gun Kit, Quick Connect Socket - reissue	1,043.18

Inv 9970408895 Total 1,043.18

Inv 9970408903

Line Item Date	Line Item Description	
06/30/2026	Air Compressor Mount - reissue Acct# 880247150	505.08

Inv 9970408903 Total 505.08

324462 Total: 1,736.95

GRA6601 - Grainger Total: 1,736.95

GRTE2011 - Granite Telecommunications, LLC

0 10/27/2026

Inv 764959996

Line Item Date	Line Item Description	
10/01/2026	Acct# 05506451 EPIK OCT2026	1,388.77

Inv 764959996 Total 1,388.77

0 Total: 1,388.77

GRTE2011 - Granite Telecommunications, LLC Total: 1,388.77

LAC3010 - Los Angeles County Tax Collector

324463 10/27/2026

Inv 532301927026000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 5323019270 7/1/2026-6/30/2027	2,115.09

Inv 532301927026000 Total 2,115.09

Inv 536300227026000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 5363002270 7/1/2026-6/30/2027	1,791.00

Inv 536300227026000 Total 1,791.00

Inv 536301027026000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 5363010270 7/1/2026-6/30/2027	343.64

Inv 536301027026000 Total 343.64

Inv 571602127026000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 5716021270 7/1/2026-6/30/2027	26.13

Inv 571602127026000 Total 26.13

Inv 571602127126000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 5716021271 7/1/2026-6/30/2027	625.48

Inv 571602127126000 Total 625.48

Inv 892085139026000

Line Item Date	Line Item Description	
11/01/2026	PropTx ID 8920851390 7/1/2026-6/30/2027	723.42

Inv 892085139026000 Total 723.42

324463 Total: 5,624.76

LAC3010 - Los Angeles County Tax Collector Total: 5,624.76

PARS2050 - Phase II Systems

0 10/27/2026

Inv 61341

Line Item Date	Line Item Description	
10/15/2026	Annual Asset Fee - October 2026	400.00

Inv 61341 Total 400.00

0 Total: 400.00

PARS2050 - Phase II Systems Total: 400.00

PARS3011 - Phase II Systems a California Corporation

0 10/27/2026

Inv PR 10.23.2026

Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 PARS Employer Contribution	541.37
10/22/2026	PR Batch 10927.10.2026 PARS Employee Contribution	541.37

Inv PR 10.23.2026 Total 1,082.74

0 Total: 1,082.74

PARS3011 - Phase II Systems a California Corporation Total: 1,082.74

PASADENA - Los Angeles Sheriff's Department

324464 10/27/2026

Inv PR 10.23.2026

Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnish. Corona Eric Case No. 25NWLC0	152.70

Inv PR 10.23.2026 Total 152.70

324464 Total: 152.70

PASADENA - Los Angeles Sheriff's Department Total: 152.70

PMUT5290 - Primuth, Jonathan

324465 10/27/2026

Inv 10.26.2026

Line Item Date	Line Item Description	
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	-354.02
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	2,200.00
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	-27.16
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	177.01
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	27.16
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	-70.39
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	-23.34
10/26/2026	Re-issue Payroll Chk# 542501, 542487, 542424, 542343	300.00

Inv 10.26.2026 Total 2,229.26

324465 Total: 2,229.26

PMUT5290 - Primuth, Jonathan Total: 2,229.26

POS5265 - Post Alarm Systems

0 10/27/2026

Inv 1974162

Line Item Date	Line Item Description	
09/01/2026	Fire Monitoring Srv War Memorial Bld & Club OCT26	129.70

Inv 1974162 Total 129.70

0 Total: 129.70

POS5265 - Post Alarm Systems Total: 129.70

SCFT0000 - Franchise Tax Board

324460 10/27/2026

Inv PR 10.23.2026.

Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnishment - Cipres Acc. 121-04537-47	70.00

Inv PR 10.23.2026. Total 70.00

324460 Total: 70.00

Check Number	Check Date		Amount
SCFT0000 - Franchise Tax Board Total:			70.00
SCFT0001 - Franchise Tax Board			
324461	10/27/2026		
Inv PR 10.23.2026			
Line Item Date	Line Item Description		
10/22/2026	PR Batch 10927.10.2026 Garnish-Christiana Miller Case#11025452		90.00
Inv PR 10.23.2026 Total			90.00
324461 Total:			90.00
SCFT0001 - Franchise Tax Board Total:			90.00
SDSI0107 - SDS Security Design Systems			
324466	10/27/2026		
Inv 253259			
Line Item Date	Line Item Description		
07/01/2026	Maintenance Service August 2026 Council Chamber		67.12
Inv 253259 Total			67.12
Inv 253293			
Line Item Date	Line Item Description		
07/01/2026	Maintenance Service for August 2026 PW Yard Cameras		29.15
Inv 253293 Total			29.15
Inv 253294			
Line Item Date	Line Item Description		
07/01/2026	Maintenance Service August 2026 City Hall Back Gate		45.66
Inv 253294 Total			45.66
Inv 253295			
Line Item Date	Line Item Description		
07/01/2026	Maintenance Service August 2026 Fire Department Gate		36.66
Inv 253295 Total			36.66
Inv 253296			
Line Item Date	Line Item Description		
07/01/2026	Maintenance Service for August 2026 for Fire EOC		77.14
Inv 253296 Total			77.14
Inv 253514			
Line Item Date	Line Item Description		
08/01/2026	September 2026 Services 1414 Mission St		67.12

Inv 253514 Total 67.12

Inv 253589

Line Item Date	Line Item Description	
08/01/2026	September 2026 Services 1414 Mission St	45.66

Inv 253589 Total 45.66

Inv 253590

Line Item Date	Line Item Description	
08/01/2026	September 2026 Services 817 Mound Ave	36.66

Inv 253590 Total 36.66

Inv 253591

Line Item Date	Line Item Description	
08/01/2026	September 2026 Services 817 Mound Ave	77.14

Inv 253591 Total 77.14

Inv 253616

Line Item Date	Line Item Description	
08/01/2026	September 2026 Services 1414 Mission St	101.71

Inv 253616 Total 101.71

Inv 253823

Line Item Date	Line Item Description	
09/01/2026	October 2026 Services 825 Mission St	29.15

Inv 253823 Total 29.15

Inv 253824

Line Item Date	Line Item Description	
09/01/2026	October 2026 Services 1414 Mission St	45.66

Inv 253824 Total 45.66

Inv 253853

Line Item Date	Line Item Description	
09/01/2026	October 2026 Services 1414 Mission St	101.71

Inv 253853 Total 101.71

Inv 253914

Line Item Date	Line Item Description	
10/01/2026	SPPD Interrogation Lease NOV2026	65.18

Inv 253914 Total 65.18

Inv 253915

Line Item Date	Line Item Description	
10/01/2026	PD maintenance access & software NOV2026	217.46

Inv 253915 Total 217.46

Inv 253916

Line Item Date	Line Item Description	
10/01/2026	PD Surveillance NOV2026	113.00

Inv 253916 Total 113.00

Inv 253917

Line Item Date	Line Item Description	
10/01/2026	PD Security Lease & Cellular NOV2026	55.00

Inv 253917 Total 55.00

324466 Total: 1,211.18

SDSI0107 - SDS Security Design Systems Total: 1,211.18

SSDV2018 - Sandoval, Sheila

0 10/27/2026

Inv PR 10.23.2026

Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnishment - Sandoval	956.03
10/22/2026	PR Batch 10927.10.2026 Sandoval - Garnishment	73.86

Inv PR 10.23.2026 Total 1,029.89

0 Total: 1,029.89

SSDV2018 - Sandoval, Sheila Total: 1,029.89

STA5219 - Staples Business Advantage

0 10/27/2026

Inv 6060593764

Line Item Date	Line Item Description	
04/07/2026	Garfield Office Supplies	16.42

Inv 6060593764 Total 16.42

Inv 6066525456

Line Item Date	Line Item Description	
06/18/2026	Water Division Office Supplies	331.37

Inv 6066525456 Total 331.37

Inv 6066934966

Line Item Date	Line Item Description	
06/25/2026	Water Division Chargers	198.83

Inv 6066934966 Total 198.83

Inv 6069887496

Line Item Date	Line Item Description	
07/29/2026	PD Office Supplies	354.69

Inv 6069887496 Total 354.69

0 Total: 901.31

STA5219 - Staples Business Advantage Total: 901.31

TIM4011 - Charter Communications Holdings, LLC

0 10/27/2026

Inv 188597901100126

Line Item Date	Line Item Description	
10/01/2026	Acct# 188597901 416 Garfield Serv 10/2 -11/1/26	512.59

Inv 188597901100126 Total 512.59

Inv 188598401100126

Line Item Date	Line Item Description	
10/01/2026	Acct# 188598401 815 Mission Serv 9/5 -11/4/26	265.04

Inv 188598401100126 Total 265.04

Inv 188598901100126

Line Item Date	Line Item Description	
10/01/2026	Acct# 188598901 1414 Mission Serv 10/2-11/1/26	71.41

Inv 188598901100126 Total 71.41

0 Total: 849.04

TIM4011 - Charter Communications Holdings, LLC Total: 849.04

UND6710 - Underground Service Alert/SC

324468 10/27/2026

Inv 26-270781

Line Item Date	Line Item Description	
09/01/2026	Dig Alert Fees SEP2026 Member Code SPA01	99.72

Inv 26-270781 Total 99.72

Inv 820260726

Line Item Date	Line Item Description	
09/01/2026	Dig Alert Fees SEP2026 Database Fee for 1 to 5 Codes	142.85
Inv 820260726 Total		142.85
324468 Total:		242.57
UND6710 - Underground Service Alert/SC Total:		242.57

UPP7789 - Upper San Gabriel Valley MWD

0 10/27/2026

Inv September 2026

Line Item Date	Line Item Description	
10/08/2026	Co-Funding w/ MWD Water Conservation Rebates September 2026	830.00
Inv September 2026 Total		830.00
0 Total:		830.00
UPP7789 - Upper San Gabriel Valley MWD Total:		830.00

XRXF5010 - Xerox Financial Services

324469 10/27/2026

Inv 42827122

Line Item Date	Line Item Description	
10/02/2026	Lease Contractf 12 Xerox multi-function copiers Oct2026	2,219.46
Inv 42827122 Total		2,219.46
324469 Total:		2,219.46
XRXF5010 - Xerox Financial Services Total:		2,219.46
Total:		54,194.22

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:54PM

Check Number	Check Date	Amount
SCFT0000 - Franchise Tax Board		
324470	10/27/2026	
Inv PR 10.23.2026		
Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnishment - Diaz Acc. No.211-23208-11	200.00
Inv PR 10.23.2026 Total		200.00
324470 Total:		200.00
SCFT0000 - Franchise Tax Board Total:		200.00
Total:		200.00

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:55PM

Check Number	Check Date	Amount
SCFT0000 - Franchise Tax Board		
324471	10/27/2026	
Inv PR 10.23.26		
Line Item Date	Line Item Description	
10/22/2026	PR Batch 10927.10.2026 Garnish-Hernandez Ric Acc. 121-05653-0	150.00
Inv PR 10.23.26 Total		150.00
324471 Total:		150.00
SCFT0000 - Franchise Tax Board Total:		150.00
Total:		150.00

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:56PM

Check Number	Check Date	Amount
ARBRGATE - Arborgate Consulting, Inc.		
324472	10/29/2026	
Inv 6062		
Line Item Date	Line Item Description	
01/27/2026	Legal Matters HR	600.00
Inv 6062 Total		600.00
324472 Total:		600.00
ARBRGATE - Arborgate Consulting, Inc. Total:		600.00
Total:		600.00

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:56PM

Check Number	Check Date	Amount
AMAZONCP - Amazon Capital Services, Inc.		
0	11/09/2026	
Inv 11CY-JVP4-JY69		
Line Item Date	Line Item Description	
10/28/2026	City Manager Office Supplies	56.34
Inv 11CY-JVP4-JY69 Total		56.34
Inv 11X3-PG17-CNWC		
Line Item Date	Line Item Description	
10/03/2026	Office Supplies	220.99
Inv 11X3-PG17-CNWC Total		220.99
Inv 13JT-96XL-67TC		
Line Item Date	Line Item Description	
06/23/2026	Senior Center water hose for patio	52.48
Inv 13JT-96XL-67TC Total		52.48
Inv 13RP-9FGW-NY9Q		
Line Item Date	Line Item Description	
10/13/2026	Camp Med Supplies	32.74
Inv 13RP-9FGW-NY9Q Total		32.74
Inv 14MK-RF1H-CPHX		
Line Item Date	Line Item Description	
10/07/2026	USB C Hub	16.64
Inv 14MK-RF1H-CPHX Total		16.64
Inv 1634-NG67-DFV1		
Line Item Date	Line Item Description	
10/15/2026	PD Chocolate	81.74
Inv 1634-NG67-DFV1 Total		81.74
Inv 169Y-CKWQ-Y6NN		
Line Item Date	Line Item Description	
10/19/2026	FD EOC Training Supplies	332.72
Inv 169Y-CKWQ-Y6NN Total		332.72

Inv 16CL-GHCX-9VJ4

Line Item Date	Line Item Description	
11/03/2026	Finance Dept Nespresso Pods	40.50

Inv 16CL-GHCX-9VJ4 Total 40.50

Inv 176Y-GLJX-CWJ9

Line Item Date	Line Item Description	
06/11/2026	Senior Center Father's Day event supply	7.49

Inv 176Y-GLJX-CWJ9 Total 7.49

Inv 176Y-GLJX-WC76

Line Item Date	Line Item Description	
06/12/2026	Tray Organizer, Portable Heater, Nespresso, Rolling Cart TF	184.98

Inv 176Y-GLJX-WC76 Total 184.98

Inv 179G-GFTY-6LND

Line Item Date	Line Item Description	
09/09/2026	Water Division Reusable Water Bottles	73.47

Inv 179G-GFTY-6LND Total 73.47

Inv 179L-JY7D-KDLX

Line Item Date	Line Item Description	
10/14/2026	electric pencil sharpener	29.96

Inv 179L-JY7D-KDLX Total 29.96

Inv 17KC-FN3N-JNLW

Line Item Date	Line Item Description	
10/12/2026	PD Office Supplies	182.86

Inv 17KC-FN3N-JNLW Total 182.86

Inv 17KG-3QDG-KTLQ

Line Item Date	Line Item Description	
10/13/2026	Joe Cisneros Office Supplies	123.09

Inv 17KG-3QDG-KTLQ Total 123.09

Inv 17VG-YNVG-LPXH

Line Item Date	Line Item Description	
10/27/2026	Empty Spray Bottles Fire Dept	18.97

Inv 17VG-YNVG-LPXH Total 18.97

Inv 17XR-VJJF-7JW9

Line Item Date	Line Item Description

10/23/2026	Halloween supplies	10.92
Inv 17XR-VJJF-7JW9 Total		10.92
Inv 19JV-FGJW-FQV6		
Line Item Date	Line Item Description	
10/21/2026	PD Office Supplies	30.46
Inv 19JV-FGJW-FQV6 Total		30.46
Inv 1C3C-CWT7-P33R		
Line Item Date	Line Item Description	
10/26/2026	Cushion grip hex t-handle	11.09
Inv 1C3C-CWT7-P33R Total		11.09
Inv 1C3W-NDLW-KHXW		
Line Item Date	Line Item Description	
10/06/2026	Boo Bash Candy-supplies	212.78
Inv 1C3W-NDLW-KHXW Total		212.78
Inv 1CQH-4RWD-413N		
Line Item Date	Line Item Description	
10/05/2026	Phone Cases for PD (12 units)	164.64
Inv 1CQH-4RWD-413N Total		164.64
Inv 1CRW-16T3-KCFM		
Line Item Date	Line Item Description	
10/14/2026	Books for Library Collection	58.03
Inv 1CRW-16T3-KCFM Total		58.03
Inv 1DKX-44JD-PDT1		
Line Item Date	Line Item Description	
05/04/2026	Reflective Safety Vests - Water Division	148.54
Inv 1DKX-44JD-PDT1 Total		148.54
Inv 1DND-CGTG-RCWP		
Line Item Date	Line Item Description	
10/19/2026	Books for Library Collection	65.29
Inv 1DND-CGTG-RCWP Total		65.29
Inv 1DPC-LXJ7-L4V3		
Line Item Date	Line Item Description	
10/13/2026	Garfield Breakroom Supplies	15.06
10/13/2026	Garfield Breakroom Supplies	22.60
Inv 1DPC-LXJ7-L4V3 Total		37.66

Inv 1FNJ-YGRL-7XGK

Line Item Date	Line Item Description	
06/23/2026	PD Office Supplies	9.90

Inv 1FNJ-YGRL-7XGK Total 9.90

Inv 1G3F-QJT9-HRX1

Line Item Date	Line Item Description	
10/22/2026	Coffee Carafe	47.70

Inv 1G3F-QJT9-HRX1 Total 47.70

Inv 1HMJ-VF6H-NLGN

Line Item Date	Line Item Description	
09/30/2026	Items for Library's Fall Campaign	254.03

Inv 1HMJ-VF6H-NLGN Total 254.03

Inv 1HNK-RH33-61LF

Line Item Date	Line Item Description	
10/05/2026	City Council Meeting Supplies	73.64

Inv 1HNK-RH33-61LF Total 73.64

Inv 1HVC-XQNW-H3QL

Line Item Date	Line Item Description	
10/22/2026	Water Production Asphalt Tape	59.88

Inv 1HVC-XQNW-H3QL Total 59.88

Inv 1JHD-T6XG-KWQ3

Line Item Date	Line Item Description	
10/14/2026	CMO Office Supplies	11.09

Inv 1JHD-T6XG-KWQ3 Total 11.09

Inv 1JKX-7JFW-MQHK

Line Item Date	Line Item Description	
10/01/2026	Building Maintenance - Kitchen Faucet for Fire Station	516.04

Inv 1JKX-7JFW-MQHK Total 516.04

Inv 1L93-HTX1-RKJL

Line Item Date	Line Item Description	
10/07/2026	Water Filters for Garfield Kitchen	38.39

Inv 1L93-HTX1-RKJL Total 38.39

Inv 1MDP-PKY7-L39M

Line Item Date	Line Item Description

10/13/2026	Garfield Office Supplies	24.11
Inv 1MDP-PKY7-L39M Total		24.11

Inv 1MKL-CNRT-FGN3

Line Item Date	Line Item Description	
10/23/2026	Office Supply	35.39
Inv 1MKL-CNRT-FGN3 Total		35.39

Inv 1MPQ-1FVD-L4JW

Line Item Date	Line Item Description	
10/14/2026	Garfield Office Supplies	16.14
Inv 1MPQ-1FVD-L4JW Total		16.14

Inv 1NLQ-Y4HY-3FNV

Line Item Date	Line Item Description	
10/09/2026	Books for Library Collection	22.09
Inv 1NLQ-Y4HY-3FNV Total		22.09

Inv 1NPN-D7F9-DJYR

Line Item Date	Line Item Description	
06/11/2026	Senior Center 4th of July supplies	5.51
Inv 1NPN-D7F9-DJYR Total		5.51

Inv 1PQX-9FWV-P9TG

Line Item Date	Line Item Description	
07/20/2026	Office Supplies - July 2026	29.82
Inv 1PQX-9FWV-P9TG Total		29.82

Inv 1PVC-CGDR-X3XG

Line Item Date	Line Item Description	
10/07/2026	PD Office Supplies	14.74
Inv 1PVC-CGDR-X3XG Total		14.74

Inv 1QT1-XM3G-NXWR

Line Item Date	Line Item Description	
10/01/2026	Books for Library Collection	20.05
Inv 1QT1-XM3G-NXWR Total		20.05

Inv 1QT3-6M6H-HNLL

Line Item Date	Line Item Description	
10/22/2026	Halloween decorations	33.44
Inv 1QT3-6M6H-HNLL Total		33.44

Inv 1QTN-JQF9-F94K

Line Item Date	Line Item Description	
10/22/2026	Recreation Office Supplies	98.61

Inv 1QTN-JQF9-F94K Total 98.61

Inv 1QWQ-3RKP-DVF7

Line Item Date	Line Item Description	
10/09/2026	half and half, coffee creamer	61.10

Inv 1QWQ-3RKP-DVF7 Total 61.10

Inv 1R4X-DM7L-C1T1

Line Item Date	Line Item Description	
10/11/2026	PD Office Supplies	23.39

Inv 1R4X-DM7L-C1T1 Total 23.39

Inv 1R6T-VLKY-C3FD

Line Item Date	Line Item Description	
10/09/2026	CREDIT for returned item	-11.05

Inv 1R6T-VLKY-C3FD Total -11.05

Inv 1TPP-69C1-HWQ3

Line Item Date	Line Item Description	
10/05/2026	PD Office Supplies	74.04

Inv 1TPP-69C1-HWQ3 Total 74.04

Inv 1V7D-VWC9-HY69

Line Item Date	Line Item Description	
10/24/2026	Water Distribution Charging Cables	350.00

Inv 1V7D-VWC9-HY69 Total 350.00

Inv 1VDX-P7M7-9CFH

Line Item Date	Line Item Description	
10/06/2026	Boo Bash Supplies	33.14

Inv 1VDX-P7M7-9CFH Total 33.14

Inv 1VK3-JHQQ-7FPL

Line Item Date	Line Item Description	
10/23/2026	Nutrition Program supplies	228.72

Inv 1VK3-JHQQ-7FPL Total 228.72

Inv 1VP3-VVQD-L9RM

Line Item Date	Line Item Description	
10/22/2026	Office Blinds	108.84

Inv 1VP3-VVQD-L9RM Total 108.84

Inv 1VR9-R9GM-T779

Line Item Date	Line Item Description	
10/13/2026	CMO Office Supplies	63.53

Inv 1VR9-R9GM-T779 Total 63.53

Inv 1VRW-7KP9-CV6R

Line Item Date	Line Item Description	
10/23/2026	Halloween supplies	1.28

Inv 1VRW-7KP9-CV6R Total 1.28

Inv 1WHR-1XF7-4C3D

Line Item Date	Line Item Description	
10/11/2026	Senior Center event supplies	33.65

Inv 1WHR-1XF7-4C3D Total 33.65

Inv 1WJ7-KJFT-9X6K

Line Item Date	Line Item Description	
10/26/2026	Glass carafe	49.84

Inv 1WJ7-KJFT-9X6K Total 49.84

Inv 1X1J-PLFD-KYV3

Line Item Date	Line Item Description	
10/22/2026	Inside Insect Traps	84.34

Inv 1X1J-PLFD-KYV3 Total 84.34

Inv 1XMC-7GHK-QR9Y

Line Item Date	Line Item Description	
07/17/2026	Office Supplies	9.93

Inv 1XMC-7GHK-QR9Y Total 9.93

Inv 1YKV-YP7W-RMJD

Line Item Date	Line Item Description	
10/19/2026	6" T-Handle Hex Key	7.76

Inv 1YKV-YP7W-RMJD Total 7.76

Inv 1YMQ-LTP9-QPQ3

Line Item Date	Line Item Description	
07/23/2026	Office Supplies	68.28

Inv 1YMQ-LTP9-QPQ3 Total 68.28

0 Total:		4,691.74
AMAZONCP - Amazon Capital Services, Inc. Total:		4,691.74
AT&T5006 - AT&T		
324473	11/09/2026	
Inv 130464796 ON26		
Line Item Date	Line Item Description	
10/17/2026	AN 130464796 10/18-11/17/26 OCT-NOV2026	236.79
Inv 130464796 ON26 Total		236.79
324473 Total:		236.79
AT&T5006 - AT&T Total:		236.79
ATCN9011 - AT&T		
324474	11/09/2026	
Inv 000026010872		
Line Item Date	Line Item Description	
10/20/2026	BAN 9391062308 Services for 09/20 - 10/19/2026	13,419.76
Inv 000026010872 Total		13,419.76
324474 Total:		13,419.76
ATCN9011 - AT&T Total:		13,419.76
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo		
0	11/09/2026	
Inv 809982		
Line Item Date	Line Item Description	
09/30/2026	Personnel/Legal Matters - September 2026	2,420.00
Inv 809982 Total		2,420.00
0 Total:		2,420.00
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:		2,420.00
BSHL6710 - BASE HILL, INC.		
0	11/09/2026	
Inv 27236		
Line Item Date	Line Item Description	
07/31/2026	4th of July Services - Extra Porters	567.00

Inv 27236 Total		567.00
0 Total:		567.00
BSHL6710 - BASE HILL, INC. Total:		567.00
COBR7131 - The Advantage Group		
0	11/09/2026	
Inv 112026HRA		
Line Item Date	Line Item Description	
10/26/2026	November 2026 HRA Retiree Medical	23,722.89
Inv 112026HRA Total		23,722.89
0 Total:		23,722.89
COBR7131 - The Advantage Group Total:		23,722.89
DTV5012 - DIRECTV		
324475	11/09/2026	
Inv 68653046X261029		
Line Item Date	Line Item Description	
10/29/2026	AN 68653046 10/28-11/27	121.10
Inv 68653046X261029 Total		121.10
324475 Total:		121.10
DTV5012 - DIRECTV Total:		121.10
GEOHILLS - George Hills Company		
324476	11/09/2026	
Inv INV1036436		
Line Item Date	Line Item Description	
11/01/2026	Legal Matters - November 2026	4,583.33
Inv INV1036436 Total		4,583.33
324476 Total:		4,583.33
GEOHILLS - George Hills Company Total:		4,583.33
MUTOMAHA - Mutual of Omaha Insurance Company		
324478	11/09/2026	
Inv 002210967315		
Line Item Date	Line Item Description	

Check Number	Check Date		Amount
09/16/2026	Life and AD&D Insurance Bill - October 2026		3,162.80
Inv 002210967315 Total			3,162.80
Inv 002259291061			
Line Item Date	Line Item Description		
10/15/2026	Life and AD&D Insurance Bill - NOV 2026		3,145.05
Inv 002259291061 Total			3,145.05
324478 Total:			6,307.85
MUTOMAHA - Mutual of Omaha Insurance Company Total:			6,307.85
PSLSV802 - Pasadena Live Scan Service LLC			
324479	11/09/2026		
Inv 541			
Line Item Date	Line Item Description		
06/09/2026	Live Scan Service - May 2026		369.00
Inv 541 Total			369.00
Inv 556			
Line Item Date	Line Item Description		
06/30/2026	Live Scan Service - June 2026		300.00
Inv 556 Total			300.00
Inv 599			
Line Item Date	Line Item Description		
09/30/2026	Live Scan Service - September 2026		200.00
Inv 599 Total			200.00
Inv 612			
Line Item Date	Line Item Description		
10/31/2026	Live Scan Service - October 2026		200.00
Inv 612 Total			200.00
324479 Total:			1,069.00
PSLSV802 - Pasadena Live Scan Service LLC Total:			1,069.00
SCJAZZBD - Harris, Katherine Aimee			
324477	11/09/2026		
Inv 11182026			
Line Item Date	Line Item Description		
10/13/2026	Senior Center Thanksgiving Luncheon entertainment 11/18/26		400.00

Inv 11182026 Total 400.00

324477 Total: 400.00

SCJAZZBD - Harris, Katherine Aimee Total: 400.00

SOGA6501 - SoCalGAS

324480 11/09/2026

Inv 08/01/26-09/02/26

Line Item Date	Line Item Description	
09/15/2026	CNG Fuel Stoney Yd AN 196 493 8529 1 8/1-9/2/26	26.10

Inv 08/01/26-09/02/26 Total 26.10

Inv 10/03/26-11/02/26

Line Item Date	Line Item Description	
11/03/2026	CNG Fuel Stoney Yd AN 196 493 8529 1 10/3-11/2/26	38.72

Inv 10/03/26-11/02/26 Total 38.72

324480 Total: 64.82

SOGA6501 - SoCalGAS Total: 64.82

STA5219 - Staples Business Advantage

0 11/09/2026

Inv 6066865896

Line Item Date	Line Item Description	
06/24/2026	Office Supplies	309.36

Inv 6066865896 Total 309.36

Inv 6073453448

Line Item Date	Line Item Description	
09/02/2026	Office Supplies	170.15

Inv 6073453448 Total 170.15

Inv 6073453452

Line Item Date	Line Item Description	
09/02/2026	Office Supplies	11.59

Inv 6073453452 Total 11.59

Inv 6075625516

Line Item Date	Line Item Description	
09/30/2026	9x12 envelopes, toner	87.41

Inv 6075625516 Total 87.41

Inv 6075990687

Line Item Date	Line Item Description	
10/01/2026	laminating pouches, baby wipes	57.55

Inv 6075990687 Total 57.55

Inv 6075990688

Line Item Date	Line Item Description	
10/01/2026	envelope moisteners	15.20

Inv 6075990688 Total 15.20

Inv 6076376456

Line Item Date	Line Item Description	
10/06/2026	Office Supplies City Clerk	220.63

Inv 6076376456 Total 220.63

Inv 6076376458

Line Item Date	Line Item Description	
10/06/2026	Office Supplies City Council	135.79

Inv 6076376458 Total 135.79

Inv 6076452848

Line Item Date	Line Item Description	
10/07/2026	Finance Dept Supplies OCT26	38.84

Inv 6076452848 Total 38.84

Inv 6076452849

Line Item Date	Line Item Description	
10/07/2026	coffee stirrers	8.14

Inv 6076452849 Total 8.14

Inv 6076452850

Line Item Date	Line Item Description	
10/07/2026	paper cups, napkins	79.56

Inv 6076452850 Total 79.56

Inv 6076452852

Line Item Date	Line Item Description	
10/07/2026	Finance Dept Supplies OCT26	24.86

Inv 6076452852 Total 24.86

Inv 6076525431

Line Item Date	Line Item Description	
10/08/2026	USB-C hubs	112.10

Inv 6076525431 Total 112.10

Inv 6076596043

Line Item Date	Line Item Description	
10/09/2026	wireless mouse, storage boxes	112.59

Inv 6076596043 Total 112.59

Inv 6076596044

Line Item Date	Line Item Description	
10/09/2026	paper	61.89

Inv 6076596044 Total 61.89

Inv 6076596048

Line Item Date	Line Item Description	
10/09/2026	copy paper	33.30

Inv 6076596048 Total 33.30

Inv 6076689867

Line Item Date	Line Item Description	
10/10/2026	plastic envelopes	73.23

Inv 6076689867 Total 73.23

Inv 6076689870

Line Item Date	Line Item Description	
10/10/2026	desk organizer, door stop	57.03

Inv 6076689870 Total 57.03

Inv 6076929374

Line Item Date	Line Item Description	
10/14/2026	Adult face masks	268.51

Inv 6076929374 Total 268.51

Inv 6076929376

Line Item Date	Line Item Description	
10/14/2026	monthly dividers, pens, coffee	47.70

Inv 6076929376 Total 47.70

Inv 6077002639

Line Item Date	Line Item Description	
10/15/2026	PD Office Supplies	26.07

Inv 6077002639 Total 26.07

Inv 6077002640

Line Item Date	Line Item Description	
10/15/2026	PD Office Supplies	298.57

Inv 6077002640 Total 298.57

Inv 6077002641

Line Item Date	Line Item Description	
10/15/2026	PD Office Supplies	867.05

Inv 6077002641 Total 867.05

Inv 6077002642

Line Item Date	Line Item Description	
10/15/2026	PD Office Supplies	308.56

Inv 6077002642 Total 308.56

Inv 6077186384

Line Item Date	Line Item Description	
10/17/2026	batteries	42.60

Inv 6077186384 Total 42.60

Inv 6077186387

Line Item Date	Line Item Description	
10/17/2026	Senior Center office supplies	33.66
10/17/2026	Dial-A-Ride office supplies	150.95

Inv 6077186387 Total 184.61

Inv 6077186390

Line Item Date	Line Item Description	
10/17/2026	Garfield Breakroom Supplies	67.45

Inv 6077186390 Total 67.45

Inv 6077347768

Line Item Date	Line Item Description	
10/20/2026	PD Office Supplies	7.76

Inv 6077347768 Total 7.76

Inv 6077347770

Line Item Date	Line Item Description	
10/20/2026	CREDIT	-23.09

Inv 6077347770 Total -23.09

Inv 6077443709

Line Item Date	Line Item Description	
10/21/2026	compostable cups	44.61

Inv 6077443709 Total 44.61

Inv 6077586995

Line Item Date	Line Item Description	
10/23/2026	PD Office Supplies	58.82

Inv 6077586995 Total 58.82

Inv 6077586997

Line Item Date	Line Item Description	
10/23/2026	PD Office Supplies	959.04

Inv 6077586997 Total 959.04

Inv 6077587000

Line Item Date	Line Item Description	
10/23/2026	PD Office Supplies	173.38

Inv 6077587000 Total 173.38

Inv 6078118038

Line Item Date	Line Item Description	
10/27/2026	PD Office Supplies	291.93

Inv 6078118038 Total 291.93

Inv 6079047636

Line Item Date	Line Item Description	
11/03/2026	Finance Dept Supplies NOV2026	79.05

Inv 6079047636 Total 79.05

0 Total: 5,311.84

STA5219 - Staples Business Advantage Total: 5,311.84

VERW6711 - Verizon Wireless

324481 11/09/2026

Inv 6156062491

Line Item Date	Line Item Description	
10/17/2026	AN 841211063-00002 Services 9/18-10/17/2026	335.32

Inv 6156062491 Total 335.32

324481 Total: 335.32

Check Number	Check Date		Amount
VERW6711 - Verizon Wireless Total:			335.32
WLHD8020 - ACE Retail Group, Inc			
0	11/09/2026		
Inv 14307269			
Line Item Date	Line Item Description		
10/12/2026	Water Division Supply Restock		220.88
Inv 14307269 Total			220.88
Inv 14307276			
Line Item Date	Line Item Description		
10/15/2026	Preparedness Fair Supplies		74.61
Inv 14307276 Total			74.61
Inv 14307277			
Line Item Date	Line Item Description		
10/15/2026	Preparedness Fair Supplies		8.42
Inv 14307277 Total			8.42
0 Total:			303.91
WLHD8020 - ACE Retail Group, Inc Total:			303.91
Total:			63,555.35

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:57PM

Check Number	Check Date	Amount
KASANTOS - SANTOS, KAYLA		
324483	11/09/2026	
Inv 00024		
Line Item Date	Line Item Description	
10/06/2026	Senior Holiday Luncheon entertainment 12/15/26	400.00
Inv 00024 Total		400.00
324483 Total:		400.00
KASANTOS - SANTOS, KAYLA Total:		400.00
POR4707 - United Site Services, Inc.		
324485	11/09/2026	
Inv INV-6199270		
Line Item Date	Line Item Description	
07/07/2026	July 2026 Maintenance Skate Park Restroom & Wash Station	607.46
Inv INV-6199270 Total		607.46
Inv INV-6256037		
Line Item Date	Line Item Description	
08/04/2026	August 2026 Maintenance Skate Park Restroom & Wash Station	607.46
Inv INV-6256037 Total		607.46
Inv INV-6314639		
Line Item Date	Line Item Description	
09/01/2026	September 2026 Maintenance Skate Park Restroom & Wash Station	607.46
Inv INV-6314639 Total		607.46
Inv INV-6363737		
Line Item Date	Line Item Description	
09/29/2026	October 2026 Maintenance Skate Park Restroom & Wash Station	607.46
Inv INV-6363737 Total		607.46
324485 Total:		2,429.84

POR4707 - United Site Services, Inc. Total: 2,429.84

POS5265 - Post Alarm Systems

0 11/09/2026

Inv 1952474

Line Item Date	Line Item Description	
07/02/2026	JUL26 Fire Monitoring WMB & Club Cust# 250161	129.70

Inv 1952474 Total 129.70

Inv 1962552

Line Item Date	Line Item Description	
08/01/2026	AUG26 Fire Monitoring WMB & Club	129.70

Inv 1962552 Total 129.70

Inv 1985189

Line Item Date	Line Item Description	
10/05/2026	OCT26 Fire Monitoring WMB & Club	129.70

Inv 1985189 Total 129.70

0 Total: 389.10

POS5265 - Post Alarm Systems Total: 389.10

SAN4958 - San Marino Security System, Inc.

324482 11/09/2026

Inv 69623

Line Item Date	Line Item Description	
10/01/2026	Alarm srv community services buildings 10/1-12/31/26 Cust SPREC	1,569.00

Inv 69623 Total 1,569.00

324482 Total: 1,569.00

SAN4958 - San Marino Security System, Inc. Total: 1,569.00

SDSI0107 - SDS Security Design Systems

324484 11/09/2026

Inv 253058

Line Item Date	Line Item Description	
06/01/2026	PW Security Service Yard July 2026	29.15

Inv 253058 Total 29.15

Inv 253783

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	09/01/2026	City Council Chambers Security OCT2026	67.12
	Inv 253783 Total		67.12
	Inv 253826		
	Line Item Date	Line Item Description	
	09/01/2026	OCT26 Srv maintenance Fire Dept EOC Ref# NM 584	77.14
	Inv 253826 Total		77.14
324484 Total:			173.41
SDSI0107 - SDS Security Design Systems Total:			173.41
Total:			4,961.35

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 5:58PM

Check Number	Check Date	Amount
CAL6695 - California American Water		
324590	11/09/2026	
Inv 9.18.26-10.16.26		
Line Item Date	Line Item Description	
10/20/2026	Wilson Well 2 Connection Fee AN 1015-210021511021	36.89
Inv 9.18.26-10.16.26 Total		36.89
324590 Total:		36.89
CAL6695 - California American Water Total:		36.89
TMOB4010 - T-Mobile		
324591	11/09/2026	
Inv 988212311-45		
Line Item Date	Line Item Description	
10/20/2026	AN 988212311 Service for 9/21 - 10/20/2026	627.12
Inv 988212311-45 Total		627.12
324591 Total:		627.12
TMOB4010 - T-Mobile Total:		627.12
Total:		664.01

Accounts Payable

Check Detail

User: ALan
Printed: 11/09/2026 - 6:09PM

Check Number	Check Date	Amount
ACMT2920 - All City Management Services, Inc.		
324490	11/09/2026	
Inv PS-INV108510		
Line Item Date	Line Item Description	
10/01/2026	School Crossing Guard Services 9/13-9/26/26	14,735.91
Inv PS-INV108510 Total		14,735.91
Inv PS-INV108887		
Line Item Date	Line Item Description	
10/16/2026	Crossing guard services 9/27-10/10/26	13,269.80
Inv PS-INV108887 Total		13,269.80
324490 Total:		28,005.71
ACMT2920 - All City Management Services, Inc. Total:		28,005.71
ACTM3010 - Robert Half Inc		
0	11/09/2026	
Inv 66705785		
Line Item Date	Line Item Description	
10/12/2026	Accounts Payable Specialist HLin WE 10/9/2026	1,928.40
Inv 66705785 Total		1,928.40
Inv 66729551		
Line Item Date	Line Item Description	
10/19/2026	Accounts Payable Specialist HLin WE 10/16/26	1,928.40
Inv 66729551 Total		1,928.40
Inv 66754382		
Line Item Date	Line Item Description	
10/26/2026	Accounts Payable Specialist HL WE 10/23/26	686.51
10/26/2026	Accounts Payable Specialist HL WE 10/23/26	1,241.89
Inv 66754382 Total		1,928.40
Inv 66779086		
Line Item Date	Line Item Description	

	11/02/2026	Accounts Payable Specialist HLin WE 10/30/2026	686.51
	11/02/2026	Accounts Payable Specialist HLin WE 10/30/2026	1,241.89
	Inv 66779086 Total		1,928.40
0 Total:			7,713.60
ACTM3010 - Robert Half Inc Total:			7,713.60

ADHA6116 - Herrera, Adam

324539	11/09/2026		
	Inv 10.10.26 5pm Senior Cntr Leak		
	Line Item Date	Line Item Description	
	10/10/2026	Mileage Reimb 10.10.26 5pm Senior Center Leak	43.17
	Inv 10.10.26 5pm Senior Cntr Leak Total		43.17
	Inv 10.5.26 5:20pm 815 Grand/Potho		
	Line Item Date	Line Item Description	
	10/05/2026	Mileage Reimb	43.17
	Inv 10.5.26 5:20pm 815 Grand/Potho Total		43.17
	Inv 10.9.26 5pm Via Del Rey/Pthle		
	Line Item Date	Line Item Description	
	10/09/2026	Mileage Reimb 10.9.26 5pm Via Del Rey/Pothole	43.17
	Inv 10.9.26 5pm Via Del Rey/Pthle Total		43.17
324539 Total:			129.51
ADHA6116 - Herrera, Adam Total:			129.51

ADHENSON - Henson, Adrienne

324538	11/09/2026		
	Inv 00435785		
	Line Item Date	Line Item Description	
	10/14/2026	Parking citation overpayment refund	15.00
	Inv 00435785 Total		15.00
324538 Total:			15.00
ADHENSON - Henson, Adrienne Total:			15.00

ALC4018 - Alco Target Company

324488	11/09/2026

Inv 73958

Line Item Date	Line Item Description	
10/05/2026	PD Equipment	201.66

Inv 73958 Total 201.66

324488 Total: 201.66

ALC4018 - Alco Target Company Total: 201.66

ALH0179 - Alhambra Car Wash

324489 11/09/2026

Inv September 2026

Line Item Date	Line Item Description	
10/05/2026	PD Vehicle Maintenance	320.00

Inv September 2026 Total 320.00

324489 Total: 320.00

ALH0179 - Alhambra Car Wash Total: 320.00

ALL0197 - All Star Fire Equipment, Inc.

324491 11/09/2026

Inv 275706

Line Item Date	Line Item Description	
09/30/2026	Annual PO Safety Firefighting ClothingEquipment FY 26-27	130.16

Inv 275706 Total 130.16

324491 Total: 130.16

ALL0197 - All Star Fire Equipment, Inc. Total: 130.16

ALTA2011 - ALTA Language Services, INC.

0 11/09/2026

Inv IS869227

Line Item Date	Line Item Description	
09/30/2026	Bilingual Exam Charges - September 2026	58.00

Inv IS869227 Total 58.00

Inv IS873857

Line Item Date	Line Item Description	
10/31/2026	Bilingual Exams - October 2026	58.00

Inv IS873857 Total 58.00

0 Total: 116.00

ALTA2011 - ALTA Language Services, INC. Total: 116.00

AMARTINZ - Martinez, Angel

324552 11/09/2026

Inv 10.11.26

Line Item Date	Line Item Description	
10/11/2026	10/11/26 11:11am 1738 Via Del Rey / Meter Leak	33.90

Inv 10.11.26 Total 33.90

Inv 10.6-10.7.26

Line Item Date	Line Item Description	
10/07/2026	10/6-10/7/26 6:30am Ingalls Event Ctr Mileage Reimb	171.46

Inv 10.6-10.7.26 Total 171.46

324552 Total: 205.36

AMARTINZ - Martinez, Angel Total: 205.36

AMAZONCP - Amazon Capital Services, Inc.

0 11/09/2026

Inv 16LT-KPQH-1MV4

Line Item Date	Line Item Description	
09/29/2026	filter replacement for air purifier in CS and senior center	1,106.61

Inv 16LT-KPQH-1MV4 Total 1,106.61

Inv 1C94-FJQW-9RNF

Line Item Date	Line Item Description	
09/09/2026	Shirts for facilities staff	112.64

Inv 1C94-FJQW-9RNF Total 112.64

Inv 1GCV-WHPJ-TD71

Line Item Date	Line Item Description	
09/19/2026	shirts for part time staff	7.89

Inv 1GCV-WHPJ-TD71 Total 7.89

Inv 1V4H-97FH-LGHM

Line Item Date	Line Item Description	
09/18/2026	safety vest and shirts for P/T staff	150.86

Inv 1V4H-97FH-LGHM Total 150.86

Check Number	Check Date		Amount
0 Total:			1,378.00
AMAZONCP - Amazon Capital Services, Inc. Total:			1,378.00
ANDKRAFT - Kraft, Andrew			
324546	11/09/2026		
Inv 288132455			
Line Item Date	Line Item Description		
10/16/2026	Citation dismissed through a hearing process.		90.00
Inv 288132455 Total			90.00
324546 Total:			90.00
ANDKRAFT - Kraft, Andrew Total:			90.00
ANTLAGRP - Annealta Group			
324492	11/09/2026		
Inv 497-3612			
Line Item Date	Line Item Description		
07/07/2025	Public Works On-Call Professional Services: Admin & Engineering		1,411.25
Inv 497-3612 Total			1,411.25
Inv 497-3613			
Line Item Date	Line Item Description		
07/07/2025	Public Works On-Call Professional Services: Sewer Sys Repairs		2,368.75
Inv 497-3613 Total			2,368.75
Inv 497-3614			
Line Item Date	Line Item Description		
07/07/2025	Public Works On-Call Professional Services: Water Main Repairs		3,911.25
Inv 497-3614 Total			3,911.25
Inv 497-3615			
Line Item Date	Line Item Description		
07/07/2025	Public Works On-Call Professional Services: Street Repairs		3,765.00
Inv 497-3615 Total			3,765.00
Inv 497-3858			
Line Item Date	Line Item Description		
09/09/2026	Public Works On-Call Professional Services: Sewer Sys Repairs		815.50
Inv 497-3858 Total			815.50

Inv 497-3859

Line Item Date	Line Item Description	
09/09/2026	Public Works On-Call Professional Services: Water Main Repairs	1,747.50

Inv 497-3859 Total 1,747.50

Inv 497-3860

Line Item Date	Line Item Description	
09/09/2026	Public Works On-Call Professional Services: Street Repairs	2,155.25

Inv 497-3860 Total 2,155.25

Inv 497-3861

Line Item Date	Line Item Description	
09/09/2026	Public Works On-Call Professional Services: Admin & Engineering	1,572.75

Inv 497-3861 Total 1,572.75

324492 Total: 17,747.25

ANTLAGRP - Annealta Group Total: 17,747.25

AVANTGAR - Advanced Avant-Garde Corporation

0 11/09/2026

Inv 13733

Line Item Date	Line Item Description	
10/11/2026	September 2026 Supplemental Staff	3,407.50
10/11/2026	September 2026 Supplemental Staff	3,407.50
10/11/2026	September 2026 Supplemental Staff	3,407.50
10/11/2026	September 2026 Supplemental Staff	3,407.50

Inv 13733 Total 13,630.00

0 Total: 13,630.00

AVANTGAR - Advanced Avant-Garde Corporation Total: 13,630.00

AVIC4010 - Manukian, Avick

324551 11/09/2026

Inv 10/20-23/2026

Line Item Date	Line Item Description	
10/29/2026	AVICK MANUKIAN ADVANCED SEXUAL ASSAULT TRAININ	1,336.75

Inv 10/20-23/2026 Total 1,336.75

324551 Total: 1,336.75

Check Number	Check Date		Amount
AVIC4010 - Manukian, Avick Total:			1,336.75
AXON4010 - Axon Enterprise Inc.			
0	11/09/2026		
Inv INUS485518			
Line Item Date	Line Item Description		
10/01/2026	Axon bodycam. Year 5 of 5		72,992.49
Inv INUS485518 Total			72,992.49
0 Total:			72,992.49
AXON4010 - Axon Enterprise Inc. Total:			72,992.49
BFWB4011 - Badge Frame, Inc.			
0	11/09/2026		
Inv 141033			
Line Item Date	Line Item Description		
09/15/2026	PD Signage		130.00
Inv 141033 Total			130.00
0 Total:			130.00
BFWB4011 - Badge Frame, Inc. Total:			130.00
BMIE8264 - BMI			
324500	11/09/2026		
Inv 500004130225			
Line Item Date	Line Item Description		
10/02/2026	Annual Music Licensing Fee 10/01/2026-9/30/2027 Acct# 2134923		459.00
Inv 500004130225 Total			459.00
324500 Total:			459.00
BMIE8264 - BMI Total:			459.00
BNYM6710 - The Bank of New York Mellon			
0	11/09/2026		
Inv 0252-26-0172538			
Line Item Date	Line Item Description		
11/03/2026	2016 Water Revenue Bond Trustee Fee 11/8/26-11/7/27 SOPASAW		1,375.00
Inv 0252-26-0172538 Total			1,375.00

0 Total:		1,375.00
BNYM6710 - The Bank of New York Mellon Total:		1,375.00
BRCL6011 - BluSky Restoration Contractors, LLC		
324499	11/09/2026	
Inv 265896-11		
Line Item Date	Line Item Description	
10/14/2026	Library Urgent Ceiling Remediation	22,815.96
Inv 265896-11 Total		22,815.96
324499 Total:		22,815.96
BRCL6011 - BluSky Restoration Contractors, LLC Total:		22,815.96
BRTHLF - BrightLife Designs, LLC		
324502	11/09/2026	
Inv 1840		
Line Item Date	Line Item Description	
07/07/2026	Rental/Installation/Removal of 2026 Holiday Decoration	25,270.00
Inv 1840 Total		25,270.00
324502 Total:		25,270.00
BRTHLF - BrightLife Designs, LLC Total:		25,270.00
BRUNOVET - Vetter, Bruno		
324585	11/09/2026	
Inv BLC-26-4		
Line Item Date	Line Item Description	
09/11/2026	Block Party Equipment Rental Security Deposit Reimbursement	400.00
Inv BLC-26-4 Total		400.00
324585 Total:		400.00
BRUNOVET - Vetter, Bruno Total:		400.00
BSHL6710 - BASE HILL, INC.		
0	11/09/2026	
Inv 27466		
Line Item Date	Line Item Description	
10/02/2026	Fire Department carpet cleaning	700.00

Inv 27466 Total		700.00
0 Total:		700.00
BSHL6710 - BASE HILL, INC. Total:		700.00

CAL5236 - Dy-Dee Services of Pasadena, Inc.

324524 11/09/2026

Inv 2668193

Line Item Date	Line Item Description	
10/01/2026	Fire Department Linen Services for FY 26-27	97.88
Inv 2668193 Total		97.88

Inv 2671047

Line Item Date	Line Item Description	
10/08/2026	Fire Department Linen Services for FY 26-27	99.38
Inv 2671047 Total		99.38

Inv 2673647

Line Item Date	Line Item Description	
10/15/2026	Fire Department Linen Services for FY 26-27	99.55
Inv 2673647 Total		99.55
324524 Total:		296.81
CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:		296.81

CALG6711 - Calgon Carbon Corporation

0 11/09/2026

Inv 90231343

Line Item Date	Line Item Description	
08/28/2026	GAC Carbon Change for Wilson Treatment System	231,876.00
Inv 90231343 Total		231,876.00
0 Total:		231,876.00
CALG6711 - Calgon Carbon Corporation Total:		231,876.00

CAME2015 - California Maintenance & Environmental

0 11/09/2026

Inv 42343

Line Item Date	Line Item Description	
10/07/2026	SEP26 Inspections Underground Storage TankYard	125.00

Inv 42343 Total 125.00

Inv 42344

Line Item Date	Line Item Description	
10/07/2026	SEP26 inspections underground storage tanks PD & FD	125.00

Inv 42344 Total 125.00

0 Total: 250.00

CAME2015 - California Maintenance & Environmental Total: 250.00

CAMUNIST - California Municipal Statistics Inc

324506 11/09/2026

Inv 26101207

Line Item Date	Line Item Description	
10/26/2026	ACFR FY26 Reporting Package	600.00

Inv 26101207 Total 600.00

324506 Total: 600.00

CAMUNIST - California Municipal Statistics Inc Total: 600.00

CAN0607 - Cantu Graphics Inc.

0 11/09/2026

Inv 66174-2

Line Item Date	Line Item Description	
09/23/2026	Envelopes	320.39

Inv 66174-2 Total 320.39

Inv 66216-2

Line Item Date	Line Item Description	
09/09/2026	Street & Light Post Banners. CA Fire Foundation Grant Emergency	4,941.72

Inv 66216-2 Total 4,941.72

Inv 66257-5

Line Item Date	Line Item Description	
10/14/2026	Bumper & Diecut Stickers. CA Fire Foundation Grant	390.72

Inv 66257-5 Total 390.72

Inv 66291-2

Line Item Date	Line Item Description	
10/02/2026	Carnegie Grant - 24x36 Coroplast - Geneaology Fair	130.98

Inv 66291-2 Total 130.98

Inv 66296-3

Line Item Date	Line Item Description	
10/27/2026	Water Conservation Book Printing	265.57

Inv 66296-3 Total 265.57

0 Total: 6,049.38

CAN0607 - Cantu Graphics Inc. Total: 6,049.38

CARAHSFT - Carahsoft Technology Corp

0 11/09/2026

Inv IN2452392

Line Item Date	Line Item Description	
10/27/2026	Microsoft 365 Citywide License Subscription FY2026-2027	74,907.27

Inv IN2452392 Total 74,907.27

0 Total: 74,907.27

CARAHSFT - Carahsoft Technology Corp Total: 74,907.27

CBUCKELW - Buckelew, Chase

324503 11/09/2026

Inv Receipt #2-7141

Line Item Date	Line Item Description	
10/17/2026	Reimbursement for Safety Boots 10/17/26	320.76

Inv Receipt #2-7141 Total 320.76

324503 Total: 320.76

CBUCKELW - Buckelew, Chase Total: 320.76

CDAVILA - Davila, Cristofer

0 11/09/2026

Inv CD 10/26

Line Item Date	Line Item Description	
10/01/2026	Wellness Reimb YMCA OCT2026	55.00

Inv CD 10/26 Total 55.00

0 Total: 55.00

CDAVILA - Davila, Cristofer Total: 55.00

CFNSPR - California Newspapers Partnership

0 11/09/2026

Inv 0011810871

Line Item Date	Line Item Description	
09/11/2026	Legal Notices SEP2026	623.76

Inv 0011810871 Total 623.76

Inv 0011812882

Line Item Date	Line Item Description	
09/29/2026	Legal NoticesSEP2026	843.10

Inv 0011812882 Total 843.10

0 Total: 1,466.86

CFNSPR - California Newspapers Partnership Total: 1,466.86

CGUSA - Compass Group USA, Inc.

324516 11/09/2026

Inv SOC324382

Line Item Date	Line Item Description	
04/10/2026	Coffee Supplies & Monthly Servicing for FY26-27-April	55.35

Inv SOC324382 Total 55.35

Inv SOC335280

Line Item Date	Line Item Description	
06/01/2026	Coffee Supplies & Mo. Servicing for FY26-27-water machine June	52.47

Inv SOC335280 Total 52.47

Inv SOC359880

Line Item Date	Line Item Description	
10/01/2026	Water machine rental Oct26 Acct# 10255/001/00001	52.47

Inv SOC359880 Total 52.47

Inv SOC363121

Line Item Date	Line Item Description	
10/23/2026	Coffee Supplies & Monthly Servicing for FY26-27	307.16

Inv SOC363121 Total 307.16

324516 Total: 467.45

Check Number	Check Date		Amount
CGUSA - Compass Group USA, Inc. Total:			467.45
CHARGPNT - Chargepoint, Inc			
324508	11/09/2026		
Inv	#IN439409		
Line Item Date	Line Item Description		
09/02/2026	FY 26-27 Chargepoint Warranty		24,550.00
Inv #IN439409 Total			24,550.00
324508 Total:			24,550.00
CHARGPNT - Chargepoint, Inc Total:			24,550.00
CHMILLER - Miller, Christiana			
0	11/09/2026		
Inv	Nov2026		
Line Item Date	Line Item Description		
11/02/2026	YMCA Reimbursement for November 2026		55.00
Inv Nov2026 Total			55.00
0 Total:			55.00
CHMILLER - Miller, Christiana Total:			55.00
CIAL2011 - Cira Apps Limited			
0	11/09/2026		
Inv	2026-13400		
Line Item Date	Line Item Description		
10/28/2026	CiraSync Cloud - Enterprise Edition 10/22/26-10/21/27 FY2027		3,456.00
Inv 2026-13400 Total			3,456.00
0 Total:			3,456.00
CIAL2011 - Cira Apps Limited Total:			3,456.00
CINTA3 - Cintas Corporation			
324510	11/09/2026		
Inv	4274803510		
Line Item Date	Line Item Description		
07/06/2026	Public Works Uniform Cleaning July 2026		396.34
07/06/2026	Parks Department Uniform Cleaning July 2026		36.47
Inv 4274803510 Total			432.81

324510 Total:		432.81
CINTA3 - Cintas Corporation Total:		432.81

CITIGUAR - Citiguard Inc

324512 11/09/2026

Inv 86995

Line Item Date	Line Item Description	
10/07/2026	Security Guard Concierge Srv Library SEP2026	5,312.50
Inv 86995 Total		5,312.50
324512 Total:		5,312.50
CITIGUAR - Citiguard Inc Total:		5,312.50

CLLA6749 - CliftonLarsonAllen LLP

324515 11/09/2026

Inv L261648084

Line Item Date	Line Item Description	
10/16/2026	Progress Billing Audit YE 6/30/2026	10,037.43
10/16/2026	Progress Billing Audit YE 6/30/2026	17,472.57
Inv L261648084 Total		27,510.00
324515 Total:		27,510.00
CLLA6749 - CliftonLarsonAllen LLP Total:		27,510.00

COMMDOOR - Commercial Door Company, Inc.

0 11/09/2026

Inv 93858

Line Item Date	Line Item Description	
10/28/2026	Fire Dept Center Rear Bay Door Repair 10/28/26	4,715.50
Inv 93858 Total		4,715.50
0 Total:		4,715.50
COMMDOOR - Commercial Door Company, Inc. Total:		4,715.50

CON9152 - Control Automation Design Inc

324517 11/09/2026

Inv 26-030

Line Item Date	Line Item Description	
10/03/2026	Replacement/Installation of ethernet radios at Bilicke and WS	10,550.34

Inv 26-030 Total 10,550.34

324517 Total: 10,550.34

CON9152 - Control Automation Design Inc Total: 10,550.34

CONYEE - Yee, Connie

0 11/09/2026

Inv Oct26FF

Line Item Date	Line Item Description	
10/30/2026	Oct Senior Functional Fitness	1,392.00

Inv Oct26FF Total 1,392.00

Inv Oct26TBS

Line Item Date	Line Item Description	
10/30/2026	Oct Adult Toal Body Sculpting	214.50

Inv Oct26TBS Total 214.50

0 Total: 1,606.50

CONYEE - Yee, Connie Total: 1,606.50

CRDA1021 - Corodata Records Management, Inc.

0 11/09/2026

Inv RS7188616

Line Item Date	Line Item Description	
07/31/2026	Corodata Records Management through July 2026	834.08

Inv RS7188616 Total 834.08

Inv RS7195103

Line Item Date	Line Item Description	
08/31/2026	Corodata Records Management through August 2026	618.00

Inv RS7195103 Total 618.00

Inv RS7201605

Line Item Date	Line Item Description	
09/30/2026	Corodata Records Management through September 2026	598.23

Inv RS7201605 Total 598.23

0 Total: 2,050.31

CRDA1021 - Corodata Records Management, Inc. Total: 2,050.31

CRHY8067 - Hartney, Corey P.

0 11/09/2026

Inv BBallBegOct2026

Line Item Date	Line Item Description	
10/26/2026	Contract Class Instructor payment for Basketball Beg. October 26	91.00

Inv BBallBegOct2026 Total 91.00

0 Total: 91.00

CRHY8067 - Hartney, Corey P. Total: 91.00

CRSR2010 - Corodata Shredding Inc.

0 11/09/2026

Inv DN 1599515

Line Item Date	Line Item Description	
09/30/2026	Shredding Services for City Facilities - Sept 2026	77.61

Inv DN 1599515 Total 77.61

Inv DN 1599553

Line Item Date	Line Item Description	
09/30/2026	Shredding Services for 2nd Floor for September	12.23
09/30/2026	Shredding Services for 2nd Floor for September	12.23
09/30/2026	Shredding Services for 2nd Floor for September	12.24

Inv DN 1599553 Total 36.70

Inv DN1594840

Line Item Date	Line Item Description	
08/31/2026	Shredding Services for 2nd Floor for August	12.24
08/31/2026	Shredding Services for 2nd Floor for August	12.23
08/31/2026	Shredding Services for 2nd Floor for August	12.23

Inv DN1594840 Total 36.70

0 Total: 151.01

CRSR2010 - Corodata Shredding Inc. Total: 151.01

CSM8030 - City of San Marino

324514 11/09/2026

Inv 0003735

Line Item Date	Line Item Description	
10/01/2026	Command Share - Battalion 9 Command Vehicle Reimbursement	14,185.08

Inv 0003735 Total 14,185.08

324514 Total:		14,185.08
CSM8030 - City of San Marino Total:		14,185.08

CUR7778 - L.N. Curtis & Sons

324547	11/09/2026	
Inv INV1116621		
Line Item Date	Line Item Description	
09/30/2026	Advanced PPE Inspection Cust# C36323	4,377.67
Inv INV1116621 Total		4,377.67
324547 Total:		4,377.67
CUR7778 - L.N. Curtis & Sons Total:		4,377.67

DACA4011 - Calderon, David

324505	11/09/2026	
Inv 10/27/2026		
Line Item Date	Line Item Description	
10/29/2026	DAVID CALDERON LUNCH REIMBURSEMENT FOR ORAL B	23.92
Inv 10/27/2026 Total		23.92
324505 Total:		23.92
DACA4011 - Calderon, David Total:		23.92

DBAR3011 - Brink's Incorporated

0	11/09/2026	
Inv 13320865		
Line Item Date	Line Item Description	
11/01/2026	Citywide armored vehicle services NOV2026	2,860.64
Inv 13320865 Total		2,860.64
Inv 9014089		
Line Item Date	Line Item Description	
10/31/2026	Citywide armored vehicle srv OCT2026 Cust# 10000159486	61.12
Inv 9014089 Total		61.12
0 Total:		2,921.76
DBAR3011 - Brink's Incorporated Total:		2,921.76

DDLP8010 - Dr. Detail Ph.D LLC

0 11/09/2026

Inv 3750

Line Item Date	Line Item Description	
10/01/2026	Biweekly fleet washing of DAR vehicles	600.00
Inv 3750 Total		600.00
0 Total:		600.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		600.00

DEM0777 - Demco Inc.

324523 11/09/2026

Inv 7868339

Line Item Date	Line Item Description	
10/12/2026	Book tape, book jackets, classification labels	611.35
Inv 7868339 Total		611.35
324523 Total:		611.35
DEM0777 - Demco Inc. Total:		611.35

DSP0755 - D & S Printing

324520 11/09/2026

Inv 8003

Line Item Date	Line Item Description	
08/18/2026	Notice to Appear NCR	364.65
Inv 8003 Total		364.65

Inv 8005

Line Item Date	Line Item Description	
08/21/2026	DUI IMPOUND red ink stamp	108.29
Inv 8005 Total		108.29

Inv 9008

Line Item Date	Line Item Description	
09/29/2026	employee parking placards	1,425.45
Inv 9008 Total		1,425.45
324520 Total:		1,898.39

DSP0755 - D & S Printing Total: 1,898.39

DTATK701 - Data Ticket, Inc.

324521 11/09/2026

Inv 200037

Line Item Date	Line Item Description	
10/08/2026	Code Enforcement Processing SEP2026	200.00

Inv 200037 Total 200.00

324521 Total: 200.00

DTATK701 - Data Ticket, Inc. Total: 200.00

DVAD3012 - Adelstein, David

324486 11/09/2026

Inv BLC-26-3

Line Item Date	Line Item Description	
10/06/2026	Block Party Equipment Rental Security Deposit Reimbursement	400.00

Inv BLC-26-3 Total 400.00

324486 Total: 400.00

DVAD3012 - Adelstein, David Total: 400.00

DVANDENS - Vandensteen, Desiree

0 11/09/2026

Inv DV NOV2026

Line Item Date	Line Item Description	
11/03/2026	PD Wellness YMCA Reimb NOV2026	51.00

Inv DV NOV2026 Total 51.00

0 Total: 51.00

DVANDENS - Vandensteen, Desiree Total: 51.00

DVVLZ - David Volz Design Landscape Architects, Inc

0 11/09/2026

Inv 423134

Line Item Date	Line Item Description	
05/30/2025	Engineering Services Grevelia & Berkshire Pocket Parks	2,427.50

Inv 423134 Total 2,427.50

Check Number	Check Date		Amount
0 Total:			2,427.50
DVVLZ - David Volz Design Landscape Architects, Inc Total:			2,427.50
ELSRTIRE - El Sereno Tire Shop			
324525	11/09/2026		
Inv 6202			
Line Item Date	Line Item Description		
10/07/2026	Tire repair for DAR #82		25.00
Inv 6202 Total			25.00
324525 Total:			25.00
ELSRTIRE - El Sereno Tire Shop Total:			25.00
EMPI5011 - ARAMSCO INC			
324494	11/09/2026		
Inv S7974098.002			
Line Item Date	Line Item Description		
10/20/2026	Fire Station Cleaning Aparatus		225.95
Inv S7974098.002 Total			225.95
324494 Total:			225.95
EMPI5011 - ARAMSCO INC Total:			225.95
ERCARRYO - Arroyo, Eric			
324495	11/09/2026		
Inv 3933			
Line Item Date	Line Item Description		
10/29/2026	POLICE OFFICER BACKGROUND INVESTIGATION		1,625.00
Inv 3933 Total			1,625.00
Inv 4085			
Line Item Date	Line Item Description		
10/15/2026	Two Police Officer applicant background investigations		3,400.00
Inv 4085 Total			3,400.00
324495 Total:			5,025.00
ERCARRYO - Arroyo, Eric Total:			5,025.00

Check Number	Check Date		Amount
FDBC8025 - Fast Deer Bus Charter Inc.			
324528	11/09/2026		
Inv 9258			
Line Item Date	Line Item Description		
10/26/2026	Charter Bus Services for Senior Center -Grammy Museum		1,330.00
Inv 9258 Total			1,330.00
324528 Total:			1,330.00
FDBC8025 - Fast Deer Bus Charter Inc. Total:			1,330.00
FRTO4011 - Torres, Francisco			
324581	11/09/2026		
Inv 10/16/2026			
Line Item Date	Line Item Description		
10/29/2026	FRANCISCO TORRES INTOXILYZER 9000 TRAINING REIMBI		29.64
Inv 10/16/2026 Total			29.64
324581 Total:			29.64
FRTO4011 - Torres, Francisco Total:			29.64
FWWS1400 - Ferguson Enterprises, LLC			
324530	11/09/2026		
Inv 0085698			
Line Item Date	Line Item Description		
09/24/2026	Water Distribution Inventory Fulfillment		3,474.56
Inv 0085698 Total			3,474.56
324530 Total:			3,474.56
FWWS1400 - Ferguson Enterprises, LLC Total:			3,474.56
GAL7788 - Gale, Donna M.			
324531	11/09/2026		
Inv B&T F26			
Line Item Date	Line Item Description		
10/23/2026	Contract Class Instructor Payment for Fall 2026 Ballet & Tap		720.00
Inv B&T F26 Total			720.00
Inv MC Fall 26			
Line Item Date	Line Item Description		
10/14/2026	Contract Class Instructor Payment for Fall 2026 Master Chef		450.00

Inv MC Fall 26 Total 450.00

324531 Total: 1,170.00

GAL7788 - Gale, Donna M. Total: 1,170.00

GAY8856 - Gaylord Bros Inc

0 11/09/2026

Inv 2976684

Line Item Date	Line Item Description	
10/09/2026	Laser Inkjet Multipurpose Labels	159.37

Inv 2976684 Total 159.37

0 Total: 159.37

GAY8856 - Gaylord Bros Inc Total: 159.37

GBCL4010 - Carrillo, Gilbert

324507 11/09/2026

Inv 08/17/2026

Line Item Date	Line Item Description	
10/13/2026	ACTIVE SHOOTER REIMBURSEMENT FOR SGT. CARRILLO	67.97

Inv 08/17/2026 Total 67.97

Inv 10/22/2026

Line Item Date	Line Item Description	
10/29/2026	GILBERT CARRILLO CRIME TRACER TRAINING REIMBURS	45.94

Inv 10/22/2026 Total 45.94

324507 Total: 113.91

GBCL4010 - Carrillo, Gilbert Total: 113.91

GLB4010 - Ganahl Lumber Company

324532 11/09/2026

Inv 142374318

Line Item Date	Line Item Description	
09/04/2026	sandbags for upcoming storms	614.06
09/04/2026	sandbags for upcoming storms	127.93

Inv 142374318 Total 741.99

Inv 142379260

Line Item Date	Line Item Description

09/14/2026	painting supplies	1,438.33
09/14/2026	painting suplies	299.65
Inv 142379260 Total		1,737.98

Inv 142380708

Line Item Date	Line Item Description	
09/16/2026	FY 2026-2027 street maintenance tools	552.10
09/16/2026	FY 2026-27 materials such as asphalt sand, base rushed aggregate	2,650.06
Inv 142380708 Total		3,202.16

Inv 142384834

Line Item Date	Line Item Description	
09/23/2026	FY 2026-27 materials such as asphalt sand, base rushed aggregate	259.68
09/23/2026	FY 2026-2027 street maintenance tools	54.10
Inv 142384834 Total		313.78

324532 Total:	5,995.91
GLB4010 - Ganahl Lumber Company Total:	5,995.91

GLDFARBL - GOLDFARB & LIPMAN LLP

0 11/09/2026

Inv 499420

Line Item Date	Line Item Description	
10/19/2026	Legal Services thru 9/30/26 File# 2360 - 2	287.00
Inv 499420 Total		287.00

0 Total:	287.00
GLDFARBL - GOLDFARB & LIPMAN LLP Total:	287.00

GRA6601 - Grainger

324535 11/09/2026

Inv 9114978076

Line Item Date	Line Item Description	
10/13/2026	Soap Dispensers for SR Ctr & Stock Acct 852471432	287.24
Inv 9114978076 Total		287.24

324535 Total:	287.24
GRA6601 - Grainger Total:	287.24

GRED4011 - Gramajo, Ederson

Check Number	Check Date	Amount
324536	11/09/2026	
Inv 10/01-02/26		
Line Item Date	Line Item Description	
10/13/2026	SIMUNITIONS REIMBURSEMENT FOR OFCR. GRAMAJO 10/(	153.92
Inv 10/01-02/26 Total		153.92
324536 Total:		153.92
GRED4011 - Gramajo, Ederson Total:		153.92
HAA5569 - Haaker Equipment Company		
324537	11/09/2026	
Inv INV49783		
Line Item Date	Line Item Description	
10/09/2026	repair for air leak on vactor track	689.14
Inv INV49783 Total		689.14
324537 Total:		689.14
HAA5569 - Haaker Equipment Company Total:		689.14
HERD8010 - Erdmann, Hollis		
324527	11/09/2026	
Inv 000001668		
Line Item Date	Line Item Description	
10/23/2026	Baldwin Piano tuning	250.00
Inv 000001668 Total		250.00
324527 Total:		250.00
HERD8010 - Erdmann, Hollis Total:		250.00
INCG6011 - Interwest Consulting Group, Inc		
0	11/09/2026	
Inv 4695125		
Line Item Date	Line Item Description	
09/30/2026	Fire Plan Review Services SEP 2026	2,464.00
Inv 4695125 Total		2,464.00
0 Total:		2,464.00
INCG6011 - Interwest Consulting Group, Inc Total:		2,464.00

INGRMLIB - INGRAM LIBRARY SERVICE LLC

324540 11/09/2026

Inv 30055551

Line Item Date	Line Item Description	
10/13/2026	Open Purchase Order for Books for FY26-27	370.90

Inv 30055551 Total 370.90

Inv 96701232

Line Item Date	Line Item Description	
05/19/2026	Open Purchase Order for Books for FY26-27	532.68

Inv 96701232 Total 532.68

Inv 99375504

Line Item Date	Line Item Description	
09/16/2026	Open Purchase Order for Books for FY26-27	2,731.70

Inv 99375504 Total 2,731.70

Inv 99375505

Line Item Date	Line Item Description	
09/16/2026	Open Purchase Order for Books for FY26-27	28.89

Inv 99375505 Total 28.89

Inv 99628604

Line Item Date	Line Item Description	
09/25/2026	Open Purchase Order for Books for FY26-27	385.86

Inv 99628604 Total 385.86

Inv 99742362

Line Item Date	Line Item Description	
09/30/2026	Open Purchase Order for Books for FY26-27	22.25

Inv 99742362 Total 22.25

Inv 99803769

Line Item Date	Line Item Description	
10/02/2026	Open Purchase Order for Books for FY26-27	238.07

Inv 99803769 Total 238.07

Inv 99911157

Line Item Date	Line Item Description	
10/07/2026	Open Purchase Order for Books for FY26-27	20.98

Inv 99911157 Total 20.98

Inv 99926730

Line Item Date	Line Item Description	
10/08/2026	Open Purchase Order for Books for FY26-27	407.61

Inv 99926730 Total 407.61

Inv 99935712

Line Item Date	Line Item Description	
10/08/2026	Open Purchase Order for Books for FY26-27	911.79

Inv 99935712 Total 911.79

Inv 99960519

Line Item Date	Line Item Description	
10/09/2026	Open Purchase Order for Books for FY26-27	1,693.31

Inv 99960519 Total 1,693.31

324540 Total: 7,344.04

INGRMLIB - INGRAM LIBRARY SERVICE LLC Total: 7,344.04

JAMJONES - Jones, James

324542 11/09/2026

Inv 311124186

Line Item Date	Line Item Description	
10/08/2026	Parking Citation Refund	90.00

Inv 311124186 Total 90.00

324542 Total: 90.00

JAMJONES - Jones, James Total: 90.00

JCOLBY - Colby, Jennifer

0 11/09/2026

Inv CalCitiesParkingReimb

Line Item Date	Line Item Description	
09/25/2026	Parking Reimbursement for attending CalCities Conference 9/25	25.00

Inv CalCitiesParkingReimb Total 25.00

Inv Lodging3CMA

Line Item Date	Line Item Description	
09/11/2026	Lodging Reimbfor attending 3CMA Conference Denver 9/8-9/11/26	864.66

Inv Lodging3CMA Total 864.66

Inv TransporationReimb3CMA

Line Item Date	Line Item Description	
09/11/2026	Transportation Reimb attending 3CMA Conference 9/8, 9/11/26	160.43

Inv TransporationReimb3CMA Total 160.43

0 Total: 1,050.09

JCOLBY - Colby, Jennifer Total: 1,050.09

JCRS5011 - Jones Coffee Roasters

324543 11/09/2026

Inv 82479

Line Item Date	Line Item Description	
10/20/2026	Fire Dept Coffee Supplies	300.00

Inv 82479 Total 300.00

324543 Total: 300.00

JCRS5011 - Jones Coffee Roasters Total: 300.00

JCTCRP - JCtees.com Corporation

324541 11/09/2026

Inv 11473

Line Item Date	Line Item Description	
10/09/2026	Deputy Public Works Director Polos	111.76

Inv 11473 Total 111.76

324541 Total: 111.76

JCTCRP - JCtees.com Corporation Total: 111.76

JDELCRUZ - Dela Cruz, Julian

324522 11/09/2026

Inv 42339

Line Item Date	Line Item Description	
10/01/2026	ReimbTraining Water & Environmental course 10/1/26	950.00

Inv 42339 Total 950.00

324522 Total: 950.00

JDELCRUZ - Dela Cruz, Julian Total: 950.00

JGLASGOW - Glasgow, Joanne

324534 11/09/2026

Inv 115905387

Line Item Date	Line Item Description	
10/20/2026	Refund for deposit for WMB on 10/17/2026	590.00
Inv 115905387 Total		590.00
324534 Total:		590.00
JGLASGOW - Glasgow, Joanne Total:		590.00

JHMS8020 - JHM Supply Inc

0 11/09/2026

Inv 119434/1

Line Item Date	Line Item Description	
08/26/2026	Coupling for Graves Reservoir 2" Water Supply Line	10.70
Inv 119434/1 Total		10.70

Inv 119575/1

Line Item Date	Line Item Description	
09/23/2026	Graves Reservoir Coupling Repair	92.84
Inv 119575/1 Total		92.84

Inv 119640/1

Line Item Date	Line Item Description	
10/06/2026	Irrigation Supplies Cust# 8740	556.30
Inv 119640/1 Total		556.30

Inv 119685/1

Line Item Date	Line Item Description	
10/15/2026	Replacement Part for Wilson Reservoir Surge Tank Leak	306.56
Inv 119685/1 Total		306.56

Inv 418014/1

Line Item Date	Line Item Description	
10/19/2026	Replacement part for Via del Rey & San Pascual Backflow	462.25
Inv 418014/1 Total		462.25
0 Total:		1,428.65
JHMS8020 - JHM Supply Inc Total:		1,428.65

JMCB6710 - Cipres Bravo, Jose Manuel

Check Number	Check Date	Amount
324511	11/09/2026	
Inv 10.2.26 11:45pm		
Line Item Date	Line Item Description	
10/02/2026	Reimb 10.2.26 1145p 720 Park Ave Water Leak	31.77
Inv 10.2.26 11:45pm Total		31.77
Inv 10.2.26 5pm		
Line Item Date	Line Item Description	
10/02/2026	Reimb 10.2.26 5pm 2024 Amherst Dr Water Turn On	31.77
Inv 10.2.26 5pm Total		31.77
Inv 10.2.26 7:30pm		
Line Item Date	Line Item Description	
10/02/2026	Reimb 10.2.26 730p 2066 Milan Ave Water Turn On	31.77
Inv 10.2.26 7:30pm Total		31.77
Inv 10.2.26 9:30am		
Line Item Date	Line Item Description	
10/02/2026	10/2/26 930am 2035 Milan Ave Turn On Srv	31.77
Inv 10.2.26 9:30am Total		31.77
Inv 10.3.26 11:16am		
Line Item Date	Line Item Description	
10/03/2026	Reimb 10.3.26 1116a 720 Park Ave Turn Off Repairs	31.77
Inv 10.3.26 11:16am Total		31.77
Inv 10.3.26 2:06pm		
Line Item Date	Line Item Description	
10/03/2026	Reimb 10.3.26 206p 720 Park Ave After Hrs Water Turn On Srvcs	31.77
Inv 10.3.26 2:06pm Total		31.77
324511 Total:		190.62
JMCB6710 - Cipres Bravo, Jose Manuel Total:		190.62
JOER6011 - Corva, Joerg Van		
324519	11/09/2026	
Inv Permit #: 26373		
Line Item Date	Line Item Description	
10/12/2026	Tree Removal Deposit Refund 2072-2074 Milan Ave	3,392.00
Inv Permit #: 26373 Total		3,392.00

324519 Total:		3,392.00
JOER6011 - Corva, Joerg Van Total:		3,392.00

JSHEDRIC - Shedrick, Jaron

0 11/09/2026

Inv 8/31/2026

Line Item Date	Line Item Description	
08/31/2026	8/31/26 9 pm CMS board Mission St.	18.24
Inv 8/31/2026 Total		18.24

Inv 9/1/2026

Line Item Date	Line Item Description	
09/01/2026	9/1/26 9 pm CMS board Mission St.	18.24
Inv 9/1/2026 Total		18.24

Inv 9/4/2026

Line Item Date	Line Item Description	
09/04/2026	9/4/26 7:00 sewer alert Primrose/Maple	18.24
Inv 9/4/2026 Total		18.24

0 Total:	54.72
JSHEDRIC - Shedrick, Jaron Total:	54.72

KAKELLER - KELLER, KATHLENE

0 11/09/2026

Inv Oct26Yoga

Line Item Date	Line Item Description	
10/29/2026	Oct Senior Yoga	863.20
Inv Oct26Yoga Total		863.20

0 Total:	863.20
KAKELLER - KELLER, KATHLENE Total:	863.20

KARPRUHL - Ruhl, Karen Patricia

324567 11/09/2026

Inv 288132276

Line Item Date	Line Item Description	
10/15/2026	Citation dismissed through a hearing process	50.00
Inv 288132276 Total		50.00

324567 Total:		50.00
KARPRUHL - Ruhl, Karen Patricia Total:		50.00

KEY2011 - Keyser Marston Associates Inc

324545 11/09/2026

Inv 0041183

Line Item Date	Line Item Description	
10/08/2026	Financial Analysis El Centro Senior Project SEP2026	5,905.00
Inv 0041183 Total		5,905.00
324545 Total:		5,905.00
KEY2011 - Keyser Marston Associates Inc Total:		5,905.00

KTFL2031 - Faulmino, Katrina

0 11/09/2026

Inv Nov2026

Line Item Date	Line Item Description	
11/02/2026	YMCA REIMBURSEMENT FOR November 2026	55.00
Inv Nov2026 Total		55.00
0 Total:		55.00
KTFL2031 - Faulmino, Katrina Total:		55.00

KVMC6710 - Machado, Kelvin

324550 11/09/2026

Inv 10.7.26

Line Item Date	Line Item Description	
10/07/2026	Reimb 10.7.26 520p Arroyo Dr/Hermosa Water Main Break	25.38
Inv 10.7.26 Total		25.38
324550 Total:		25.38
KVMC6710 - Machado, Kelvin Total:		25.38

LEBE8032 - Betts, Lemar

324498 11/09/2026

Inv BegSkateOct2026

Line Item Date	Line Item Description	
10/26/2026	Contract Class Instructor for: The Skateside Oct 26 Beginner	725.20

Inv BegSkateOct2026 Total 725.20

Inv Camp11/2/2026

Line Item Date	Line Item Description	
11/02/2026	Contract Class Instructor: The Skateside Half Day Camp 11/2/2026	361.20

Inv Camp11/2/2026 Total 361.20

Inv IntSkateOct2026

Line Item Date	Line Item Description	
10/26/2026	Contract Class Instructor for: The Skateside Oct 26 Intermediate	1,087.80

Inv IntSkateOct2026 Total 1,087.80

Inv Skate10.5.2026

Line Item Date	Line Item Description	
10/15/2026	Contract Class Instructor Skateside 10.5.26 Half Day Camp	361.20

Inv Skate10.5.2026 Total 361.20

324498 Total: 2,535.40

LEBE8032 - Betts, Lemar Total: 2,535.40

LETCHENG - Cheng Ku, Leticia Jane

0 11/09/2026

Inv LC-1026

Line Item Date	Line Item Description	
10/29/2026	Library Reimb Rideshare OCT2026	80.00

Inv LC-1026 Total 80.00

0 Total: 80.00

LETCHENG - Cheng Ku, Leticia Jane Total: 80.00

LIFE822 - Life-Assist Inc.

324548 11/09/2026

Inv 2214548

Line Item Date	Line Item Description	
10/02/2026	Annual PO for Medical Supplies FY 26-27	57.94

Inv 2214548 Total 57.94

Inv 2214671

Line Item Date	Line Item Description	
09/30/2026	Annual PO for Medical Supplies FY 26-27	226.75

Inv 2214671 Total 226.75

Inv 2217538

Line Item Date	Line Item Description	
10/05/2026	Annual PO for Medical Supplies FY 26-27	831.67

Inv 2217538 Total 831.67

324548 Total: 1,116.36

LIFE822 - Life-Assist Inc. Total: 1,116.36

LOU1111 - Louie, Spencer

324549 11/09/2026

Inv 10/22/2026

Line Item Date	Line Item Description	
10/29/2026	SPENCER LOUIE THREAT PREVENTION SYMPOSIUM REIMI	51.94

Inv 10/22/2026 Total 51.94

324549 Total: 51.94

LOU1111 - Louie, Spencer Total: 51.94

LWEI2010 - Lan Wan Enterprise Inc

0 11/09/2026

Inv 77553

Line Item Date	Line Item Description	
07/01/2026	Microsoft Office 365 City Wide Licenses FY 26-27 July	6,280.60

Inv 77553 Total 6,280.60

Inv 77587

Line Item Date	Line Item Description	
08/01/2026	Microsoft Office 365 City Wide Licenses FY 26-27 August	6,992.78

Inv 77587 Total 6,992.78

Inv 77639

Line Item Date	Line Item Description	
08/31/2026	IT Management and Support Services for August 2026	19,000.00

Inv 77639 Total 19,000.00

Inv 77734

Line Item Date	Line Item Description	
09/01/2026	Microsoft Office 365 City Wide Licenses FY 26-27 September	6,992.78

Inv 77734 Total 6,992.78

Inv 77735

Line Item Date	Line Item Description	
09/01/2026	IT Subscriptios for September 2026	5,404.00
Inv 77735 Total		5,404.00

Inv 77850

Line Item Date	Line Item Description	
10/01/2026	Microsoft Office 365 City Wide Licenses FY 26-27 October	6,995.48
Inv 77850 Total		6,995.48

Inv 77851

Line Item Date	Line Item Description	
10/01/2026	Monthly Recurring IT Subscription Licenses - October 2026	5,404.00
Inv 77851 Total		5,404.00

0 Total: 57,069.64

LWEI2010 - Lan Wan Enterprise Inc Total: 57,069.64

MAC1529 - Macdonald, Douglas A.

0 11/09/2026

Inv SCDOct.26

Line Item Date	Line Item Description	
10/20/2026	Contract Class Instructor Scottish Dancing October 2026	211.90
Inv SCDOct.26 Total		211.90

0 Total: 211.90

MAC1529 - Macdonald, Douglas A. Total: 211.90

MARDRIGZ - Rodriguez, Marlene

324565 11/09/2026

Inv 288132666

Line Item Date	Line Item Description	
09/10/2026	Citation partial refund	45.00
Inv 288132666 Total		45.00

324565 Total: 45.00

MARDRIGZ - Rodriguez, Marlene Total: 45.00

MARO6011 - Roberts, Mathew

324564 11/09/2026

Inv Rebate: #DW1027-01

Line Item Date	Line Item Description	
10/27/2026	Water Conservation Rebate Dishwasher 1241 Brunswick Ave	598.99
Inv Rebate: #DW1027-01 Total		598.99
324564 Total:		598.99
MARO6011 - Roberts, Mathew Total:		598.99

MBEDOYAN - Bedoyan, Maira

324497 11/09/2026

Inv 10/22/2026

Line Item Date	Line Item Description	
10/29/2026	MAIRA BEDOYAN CRIME TRACER TRAINING REIMBURSEI	39.52
Inv 10/22/2026 Total		39.52
324497 Total:		39.52
MBEDOYAN - Bedoyan, Maira Total:		39.52

MBFEC106 - Marx Bros. Fire Extinguisher Co.

324553 11/09/2026

Inv S26428

Line Item Date	Line Item Description	
09/09/2026	Semi-Annual Inspection Fire Suppression at WMB	260.00
Inv S26428 Total		260.00
324553 Total:		260.00
MBFEC106 - Marx Bros. Fire Extinguisher Co. Total:		260.00

MCST4010 - Smith, Michael

324571 11/09/2026

Inv 10/13/2026

Line Item Date	Line Item Description	
10/15/2026	Corporal Smith reimbursement for intoxilyzer 9000 training	29.64
Inv 10/13/2026 Total		29.64

Inv 10/27/2026

Line Item Date	Line Item Description	
10/29/2026	MICHAEL SMITH LUNCH REIMBURSEMENT FOR ORAL BO/	28.87

Check Number	Check Date	Amount
Inv 10/27/2026 Total		28.87
324571 Total:		58.51
MCST4010 - Smith, Michael Total:		58.51

MDONOVAN - Donovan, Michael

0 11/09/2026

Inv MD-OCT2026

Line Item Date	Line Item Description	
10/02/2026	YMCA Wellness Reimb OCT 2026 CD	55.00
Inv MD-OCT2026 Total		55.00
0 Total:		55.00
MDONOVAN - Donovan, Michael Total:		55.00

MDWSTPE - Midwest Tape LLC

324554 11/09/2026

Inv 509467387

Line Item Date	Line Item Description	
09/25/2026	Open Purchase Order - DVDs for Library Collection	143.24
Inv 509467387 Total		143.24

Inv 509495535

Line Item Date	Line Item Description	
10/01/2026	Open Purchase Order - DVDs for Library Collection	17.67
Inv 509495535 Total		17.67

Inv 509527292

Line Item Date	Line Item Description	
10/07/2026	Open Purchase Order - DVDs for Library Collection	48.37
Inv 509527292 Total		48.37
324554 Total:		209.28
MDWSTPE - Midwest Tape LLC Total:		209.28

MEGBANKS - Banks, Meghan

324496 11/09/2026

Inv 115905531

Line Item Date	Line Item Description	
10/20/2026	Check refund requested after credit was issued, Fall 2026	175.00

Inv 115905531 Total 175.00

324496 Total: 175.00

MEGBANKS - Banks, Meghan Total: 175.00

MICH4011 - Sanchez, Michael

324568 11/09/2026

Inv 10/13/2026

Line Item Date	Line Item Description	
10/15/2026	Corporal Sanchez reimbursement for intoxilyzer 9000 training	29.64

Inv 10/13/2026 Total 29.64

324568 Total: 29.64

MICH4011 - Sanchez, Michael Total: 29.64

MIGINC - Moore Iacofano Goltsman, Inc.

0 11/09/2026

Inv 0098404

Line Item Date	Line Item Description	
09/30/2026	On Call GIS Services AUG 2026	86.25
09/30/2026	On Call GIS Services AUG 2026	1,301.25

Inv 0098404 Total 1,387.50

0 Total: 1,387.50

MIGINC - Moore Iacofano Goltsman, Inc. Total: 1,387.50

MNBL8170 - Crestline Software, LLC

0 11/09/2026

Inv #INV22095

Line Item Date	Line Item Description	
10/10/2026	SEP 2026 Lockbox Transaction & Return Fees	701.45

Inv #INV22095 Total 701.45

Inv #INV22236

Line Item Date	Line Item Description	
10/10/2026	SEP & JUL 2026 Postage & Printing	4,034.80

Inv #INV22236 Total 4,034.80

Inv #INV22364

Line Item Date	Line Item Description	
11/01/2026	LockBox & Call Center Services NOV26	1,816.00
11/01/2026	Utility Billing Mgmt Services NOV26	29,081.10

Inv #INV22364 Total 30,897.10

0 Total: 35,633.35

MNBL8170 - Crestline Software, LLC Total: 35,633.35

MSKM8032 - Mischook, Kim

0 11/09/2026

Inv BellyDanceFall2026

Line Item Date	Line Item Description	
10/23/2026	Contract Class Instructor payment for Belly Dance Fall 2026	403.00

Inv BellyDanceFall2026 Total 403.00

0 Total: 403.00

MSKM8032 - Mischook, Kim Total: 403.00

NKIMBALL - Kimball, Nick

0 11/09/2026

Inv ICMAMileageReimb

Line Item Date	Line Item Description	
10/18/2026	Mileage Reimb for attending ICMA Conference in LB 10/17-10/18/2	165.68

Inv ICMAMileageReimb Total 165.68

Inv ICMAParkingReimbursement

Line Item Date	Line Item Description	
10/17/2026	Parking Reimb for Attending ICMA Conference 10/17-10/18/26	32.00

Inv ICMAParkingReimbursement Total 32.00

0 Total: 197.68

NKIMBALL - Kimball, Nick Total: 197.68

NORELLAN - Orellana, Nairobi

324558 11/09/2026

Inv Nov2026

Line Item Date	Line Item Description	
11/02/2026	Nov YMCA Reimbursement	55.00

Inv Nov2026 Total 55.00

324558 Total:		55.00
NORELLAN - Orellana, Nairobi Total:		55.00

NV5R9266 - NV5, Inc.

0 11/09/2026

Inv 542108

Line Item Date	Line Item Description	
09/15/2026	CM&I Services for FY 19/20 Street Improvement Project	39,320.00
09/15/2026	CM&I Services for FY 19/20 Street Improvement Project	768.14
09/15/2026	CM&I Services for FY 19/20 Street Improvement Project	39,312.95
09/15/2026	CM&I Services for FY 19/20 Street Improvement Project	768.11
Inv 542108 Total		80,169.20

Inv 542435

Line Item Date	Line Item Description	
09/16/2026	Staff Augmentation: North-South Fair Oaks ITS Project	5,192.49
09/16/2026	Staff Augmentation: Fremont Ave & Huntington Dr Corridor	5,430.13
09/16/2026	Staff Augmentation: North-South Fair Oaks ITS Project	5,192.49
Inv 542435 Total		15,815.11

Inv 546394

Line Item Date	Line Item Description	
10/05/2026	Grant Support Services	2,035.00
Inv 546394 Total		2,035.00

Inv 547425

Line Item Date	Line Item Description	
10/12/2026	Golf Course Land Survey	22,476.00
Inv 547425 Total		22,476.00

0 Total:		120,495.31
NV5R9266 - NV5, Inc. Total:		120,495.31

OMEG4011 - Omega Polygraph

324556 11/09/2026

Inv 02213

Line Item Date	Line Item Description	
09/30/2026	POLYGRAPHS FOR 4 PD APPLICANTS	800.00
Inv 02213 Total		800.00

324556 Total: 800.00

OMEG4011 - Omega Polygraph Total: 800.00

ORAN8011 - OrangeBoy, Inc

324557 11/09/2026

Inv 6313

Line Item Date	Line Item Description	
10/01/2026	Open Purchase Order for Books for FY26-27	4,700.00

Inv 6313 Total 4,700.00

324557 Total: 4,700.00

ORAN8011 - OrangeBoy, Inc Total: 4,700.00

OREI6711 - O' Reilly Automotive Inc.

324555 11/09/2026

Inv 3213-469832

Line Item Date	Line Item Description	
09/16/2026	battery Unit 350. Cust# 319275	241.28

Inv 3213-469832 Total 241.28

Inv 3213-469833

Line Item Date	Line Item Description	
09/16/2026	battery terminals for unit 350	13.71

Inv 3213-469833 Total 13.71

324555 Total: 254.99

OREI6711 - O' Reilly Automotive Inc. Total: 254.99

PAS4012 - City of Pasadena

324513 11/09/2026

Inv 30030327

Line Item Date	Line Item Description	
10/22/2026	Inmate housing for the month of August, 2026	1,370.00

Inv 30030327 Total 1,370.00

324513 Total: 1,370.00

PAS4012 - City of Pasadena Total: 1,370.00

Check Number	Check Date		Amount
PGXI4011 - Prime Graphix Inc.			
324560	11/09/2026		
Inv 5369			
Line Item Date	Line Item Description		
10/06/2026	PD Printing Radar Trailer Decals		386.75
Inv 5369 Total			386.75
324560 Total:			386.75
PGXI4011 - Prime Graphix Inc. Total:			386.75
PHS4011 - Pasadena Humane Society			
324559	11/09/2026		
Inv OCT2026SoPas			
Line Item Date	Line Item Description		
10/01/2026	PD Animal Control OCT2026		17,377.00
Inv OCT2026SoPas Total			17,377.00
324559 Total:			17,377.00
PHS4011 - Pasadena Humane Society Total:			17,377.00
PLCARIE - Plescia, Carrie			
0	11/09/2026		
Inv LATDANCEOCT26			
Line Item Date	Line Item Description		
10/30/2026	Contract Class Instructor payment for Latin Dance October 2026		239.85
Inv LATDANCEOCT26 Total			239.85
0 Total:			239.85
PLCARIE - Plescia, Carrie Total:			239.85
PMAB8021 - Budka, Pamela Avry			
324504	11/09/2026		
Inv OctChairYoga			
Line Item Date	Line Item Description		
10/29/2026	Oct Senior Chair Yoga		390.40
Inv OctChairYoga Total			390.40
Inv OctMeditation			
Line Item Date	Line Item Description		
10/29/2026	Oct Senior Meditation		100.80

Inv OctMeditation Total 100.80

324504 Total: 491.20

PMAB8021 - Budka, Pamela Avry Total: 491.20

PMLDONG - Dong, Pamella C.

0 11/09/2026

Inv OCTMARITALARTS

Line Item Date	Line Item Description	
10/29/2026	October Senior Martial Arts	76.00

Inv OCTMARITALARTS Total 76.00

Inv OCTQIGONG

Line Item Date	Line Item Description	
10/29/2026	October Senior QiGong	68.00

Inv OCTQIGONG Total 68.00

0 Total: 144.00

PMLDONG - Dong, Pamella C. Total: 144.00

PUFG8267 - Wong, Pauline Sam

0 11/09/2026

Inv Oct26adult

Line Item Date	Line Item Description	
10/29/2026	Oct Adult Line Dance	113.75

Inv Oct26adult Total 113.75

Inv Oct26Senior

Line Item Date	Line Item Description	
10/29/2026	Oct Senior Line Dancing	252.00

Inv Oct26Senior Total 252.00

0 Total: 365.75

PUFG8267 - Wong, Pauline Sam Total: 365.75

PUWA8020 - REEL Clear Inc

0 11/09/2026

Inv 221903

Line Item Date	Line Item Description	
10/01/2026	Fire - Drinking Water Oct26	66.24

Inv 221903 Total 66.24

0 Total: 66.24

PUWA8020 - REEL Clear Inc Total: 66.24

PWCW6710 - Ferguson Enterprises LLC

324529 11/09/2026

Inv 0316295

Line Item Date	Line Item Description	
08/07/2026	Fire Flow device for Fire Protection system test Cust# 121715	2,059.12

Inv 0316295 Total 2,059.12

Inv 0317683

Line Item Date	Line Item Description	
09/15/2026	Pressure Gauges for Fire Flow report	368.01

Inv 0317683 Total 368.01

324529 Total: 2,427.13

PWCW6710 - Ferguson Enterprises LLC Total: 2,427.13

QUI7779 - Quinn Company

324561 11/09/2026

Inv WO810287470

Line Item Date	Line Item Description	
09/30/2026	repairs for backhoe	18,684.55

Inv WO810287470 Total 18,684.55

324561 Total: 18,684.55

QUI7779 - Quinn Company Total: 18,684.55

RBJOYNER - Joyner, Robert

324544 11/09/2026

Inv BLC-26-9

Line Item Date	Line Item Description	
09/29/2026	Block Party Equipment Rental Security Deposit Reimbursement	400.00

Inv BLC-26-9 Total 400.00

324544 Total: 400.00

Check Number	Check Date	Amount
RBJOYNER - Joyner, Robert Total:		400.00
RGCORTEZ - Cortez, Roger		
324518	11/09/2026	
Inv 115394638		
Line Item Date	Line Item Description	
10/05/2026	Refund for deposit for WMB on 10/3/2026	590.00
Inv 115394638 Total		590.00
324518 Total:		590.00
RGCORTEZ - Cortez, Roger Total:		590.00
RHAL9158 - RHA Landscape Architects-Planners		
324562	11/09/2026	
Inv 123439		
Line Item Date	Line Item Description	
10/20/2026	Parks Comprehansive Plan 8/26/26-9/25/26	500.00
Inv 123439 Total		500.00
324562 Total:		500.00
RHAL9158 - RHA Landscape Architects-Planners Total:		500.00
RIN7777 - Rincon Consultants, Inc.		
0	11/09/2026	
Inv 77846		
Line Item Date	Line Item Description	
10/16/2026	Noise Ordinance Updates AUG/SEP2026	1,465.20
Inv 77846 Total		1,465.20
0 Total:		1,465.20
RIN7777 - Rincon Consultants, Inc. Total:		1,465.20
RlPU8540 - Roadline Products Inc. USA		
324563	11/09/2026	
Inv 23031		
Line Item Date	Line Item Description	
07/15/2026	LED flashing sign system	1,957.65
Inv 23031 Total		1,957.65

Inv 23032

Line Item Date	Line Item Description	
07/22/2026	LED flashing sign system	1,957.65

Inv 23032 Total 1,957.65

Inv 23482

Line Item Date	Line Item Description	
09/08/2026	materials steets tools	10,497.50

Inv 23482 Total 10,497.50

324563 Total: 14,412.80

RlPU8540 - Roadline Products Inc. USA Total: 14,412.80

RSVL5270 - Valencia, Rosa

324584 11/09/2026

Inv 115651389

Line Item Date	Line Item Description	
10/12/2026	Refund for deposit for WMB on 10/10/2026	590.00

Inv 115651389 Total 590.00

324584 Total: 590.00

RSVL5270 - Valencia, Rosa Total: 590.00

RWGN8160 - Richards, Watson & Gershon

0 11/09/2026

Inv 260672

Line Item Date	Line Item Description	
09/30/2026	August 2026 - Legal	6,107.40
09/30/2026	August 2026 - Legal	469.80
09/30/2026	August 2026 - Legal	40,282.35

Inv 260672 Total 46,859.55

Inv 260673

Line Item Date	Line Item Description	
09/30/2026	August 2026 - Legal	29.90

Inv 260673 Total 29.90

Inv 260674

Line Item Date	Line Item Description	
09/30/2026	August 2026 - Legal	5,593.80

Inv 260674 Total 5,593.80

Inv 260675

Line Item Date	Line Item Description	
09/30/2026	August 2026 - Legal	26.10
Inv 260675 Total		26.10
0 Total:		52,509.35
RWGN8160 - Richards, Watson & Gershon Total:		52,509.35

RYAN - Garcia, Ryan

324533 11/09/2026

Inv 10.23.26 4:45pm 481 Prospect

Line Item Date	Line Item Description	
10/23/2026	PW Reimb 10.23.26 4:45pm 481 Prospect Cir Water Off	15.50
Inv 10.23.26 4:45pm 481 Prospect Total		15.50
324533 Total:		15.50
RYAN - Garcia, Ryan Total:		15.50

SAXE2013 - Saxe-Clifford PH.D, Susan

324569 11/09/2026

Inv 26-1015-3

Line Item Date	Line Item Description	
10/15/2026	Psychological Evaluation OCT2026 PD	450.00
Inv 26-1015-3 Total		450.00

Inv 26-1020-4

Line Item Date	Line Item Description	
10/20/2026	Psychological Evaluation OCT2026 PD	450.00
Inv 26-1020-4 Total		450.00
324569 Total:		900.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		900.00

SCLC8011 - Southern California Library Cooperative

324572 11/09/2026

Inv 1724

Line Item Date	Line Item Description	
09/10/2026	Southern California Library Cooperative Dues FY2026/27	2,970.00

Inv 1724 Total		2,970.00
324572 Total:		2,970.00
SCLC8011 - Southern California Library Cooperative Total:		2,970.00

SCRBHLDG - Permitium LLC

0 11/09/2026

Inv PER00042901

Line Item Date	Line Item Description	
09/30/2026	Permit Director Subscription	250.00
Inv PER00042901 Total		250.00
0 Total:		250.00
SCRBHLDG - Permitium LLC Total:		250.00

SEACLIFF - Seacliff Mechanical Services, LLC

324570 11/09/2026

Inv 16159

Line Item Date	Line Item Description	
08/21/2026	2026-27 quarterly maintenance for ice machines	3,326.00
Inv 16159 Total		3,326.00
324570 Total:		3,326.00
SEACLIFF - Seacliff Mechanical Services, LLC Total:		3,326.00

SGMC2013 - Apramian, Glen John

324493 11/09/2026

Inv 159381

Line Item Date	Line Item Description	
09/11/2026	Pre-Employment/Physical Exams 9/11/2026	275.00
Inv 159381 Total		275.00

Inv 159410

Line Item Date	Line Item Description	
09/14/2026	Pre-Employment/Physical Exams 9/14/2026	770.00
Inv 159410 Total		770.00

Inv 159475

Line Item Date	Line Item Description	
09/18/2026	Pre-Employment/Physical Exams 9/18/2026	175.00

Inv 159475 Total 175.00

Inv 159496

Line Item Date	Line Item Description	
09/21/2026	Pre-Employment/Physical Exams 9/21/2026	695.00

Inv 159496 Total 695.00

324493 Total: 1,915.00

SGMC2013 - Apramian, Glen John Total: 1,915.00

SGVMC111 - AHMC San Gabriel Valley Medical Center LP

324487 11/09/2026

Inv 955837

Line Item Date	Line Item Description	
10/06/2026	PD Blood alcohol withdrawals	48.00

Inv 955837 Total 48.00

Inv 956215

Line Item Date	Line Item Description	
09/30/2026	PD Blood alcohol withdrawals	48.00

Inv 956215 Total 48.00

324487 Total: 96.00

SGVMC111 - AHMC San Gabriel Valley Medical Center LP Total: 96.00

SKYHAWKS - Lenear Sports, LLC

0 11/09/2026

Inv SKYTennisSept.26

Line Item Date	Line Item Description	
10/15/2026	Contract Class Instructor payment for Skyhawks Tennis	568.75

Inv SKYTennisSept.26 Total 568.75

0 Total: 568.75

SKYHAWKS - Lenear Sports, LLC Total: 568.75

SPBK - Springbrook Holding Company, LLC

0 11/09/2026

Inv TM INV-011703

Line Item Date	Line Item Description

Check Number	Check Date		Amount
08/31/2026		JUL26 Advanced Budgeting	375.00
Inv TM INV-011703 Total			375.00
0 Total:			375.00
SPBK - Springbrook Holding Company, LLC Total:			375.00
SPEC5011 - Spectrum Gas Products Inc			
324573	11/09/2026		
Inv 0000900309			
Line Item Date		Line Item Description	
09/30/2026		Medical Oxygen Supplies Cust 1204	54.00
Inv 0000900309 Total			54.00
324573 Total:			54.00
SPEC5011 - Spectrum Gas Products Inc Total:			54.00
SPRAGUES - Sprague's Rock & Sand Inc.			
324574	11/09/2026		
Inv 281728			
Line Item Date		Line Item Description	
08/25/2026		Sidewalk repair at 1214 Spruce St	633.99
Inv 281728 Total			633.99
324574 Total:			633.99
SPRAGUES - Sprague's Rock & Sand Inc. Total:			633.99
SRYC5011 - Stericycle Inc.			
324575	11/09/2026		
Inv 8015466645			
Line Item Date		Line Item Description	
09/18/2026		Fire Dept Medical Waste CustID 1000828736	205.33
Inv 8015466645 Total			205.33
324575 Total:			205.33
SRYC5011 - Stericycle Inc. Total:			205.33
SSSS8267 - Round Star West, LLC			
0	11/09/2026		

Inv S.S.S P&Me

Line Item Date	Line Item Description	
10/14/2026	Contract Class Payment Super Soccer Stars F26 Session 1	538.20

Inv S.S.S P&Me Total 538.20

Inv S.S.S Session F26-1

Line Item Date	Line Item Description	
10/14/2026	Contract Class Payment Super Soccer Stars F26 Session 1	269.10

Inv S.S.S Session F26-1 Total 269.10

0 Total: 807.30

SSSS8267 - Round Star West, LLC Total: 807.30

STA5219 - Staples Business Advantage

0 11/09/2026

Inv 6071847861

Line Item Date	Line Item Description	
08/19/2026	PW Mission office supplies and breakroom supplies	54.77

Inv 6071847861 Total 54.77

Inv 6071847863

Line Item Date	Line Item Description	
08/19/2026	PW Mission office supplies streets/facilities	58.98

Inv 6071847863 Total 58.98

Inv 6073532005

Line Item Date	Line Item Description	
09/03/2026	office supplies	170.93

Inv 6073532005 Total 170.93

0 Total: 284.68

STA5219 - Staples Business Advantage Total: 284.68

STKLINFO - Sterling Infosystems, Inc.

0 11/09/2026

Inv 40001132609

Line Item Date	Line Item Description	
09/30/2026	Pre-Employment Background Check Services September 2026	239.12

Inv 40001132609 Total 239.12

0 Total: 239.12

STKLINFO - Sterling Infosystems, Inc. Total: 239.12

SWOR8032 - Swords Fencing Studio
324576 11/09/2026
Inv SWFENCING-September 2026

Line Item Date	Line Item Description	
10/15/2026	Contract Class Instructor payment Fencing September 2026	720.00

Inv SWFENCING-September 2026 Total 720.00

324576 Total: 720.00

SWOR8032 - Swords Fencing Studio Total: 720.00

TACTSECR - Tactical Integrated Security
324577 11/09/2026
Inv 1785

Line Item Date	Line Item Description	
10/15/2026	Employee Parking Cameras	8,733.80

Inv 1785 Total 8,733.80

324577 Total: 8,733.80

TACTSECR - Tactical Integrated Security Total: 8,733.80

TAHZ8267 - Tahmizian, Jivan
324578 11/09/2026
Inv PianoFall2026

Line Item Date	Line Item Description	
10/26/2026	Contract Class Instructor Individual Piano Class - Fall 2026	211.25

Inv PianoFall2026 Total 211.25

324578 Total: 211.25

TAHZ8267 - Tahmizian, Jivan Total: 211.25

TCGS3012 - The Corporate Gift Service, Inc.
324580 11/09/2026
Inv 36548

Line Item Date	Line Item Description	
10/12/2026	Supplies for Election Outreach	1,090.78

Inv 36548 Total 1,090.78

Inv 36569

Line Item Date	Line Item Description	
10/16/2026	Supplies for Election Outreach	332.61

Inv 36569 Total 332.61

324580 Total: 1,423.39

TCGS3012 - The Corporate Gift Service, Inc. Total: 1,423.39

TEAMCIVX - TeamCivx, LLC

324579 11/09/2026

Inv 4788

Line Item Date	Line Item Description	
07/16/2026	Ballot Measure Consulting Services Regarding Streets	1,567.50
07/16/2026	Ballot Measure Consulting Services Regarding Streets	1,567.50

Inv 4788 Total 3,135.00

324579 Total: 3,135.00

TEAMCIVX - TeamCivx, LLC Total: 3,135.00

TIMR6116 - Rodriguez, Tim

324566 11/09/2026

Inv 8/21/2026

Line Item Date	Line Item Description	
08/21/2026	8.21.26 8 am El Centro/Mound oil spill call out	32.83

Inv 8/21/2026 Total 32.83

324566 Total: 32.83

TIMR6116 - Rodriguez, Tim Total: 32.83

TORTGALL - Neal I. Payton Architectural Corporation

0 11/09/2026

Inv 0077168

Line Item Date	Line Item Description	
09/03/2026	Development of Objective Design Standards and Updates to the Res	20,060.00

Inv 0077168 Total 20,060.00

Inv 0077284

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	09/30/2026	Object Design Standards - Update Residential Guidelines SEP2026	20,000.00
	Inv 0077284 Total		20,000.00
0 Total:			40,060.00
TORTGALL - Neal I. Payton Architectural Corporation Total:			40,060.00
TRA5998 - Transtech Engineers, Inc.			
0	11/09/2026		
	Inv 20266529		
	Line Item Date	Line Item Description	
	09/30/2026	Project 16002 SP Bldg/Safety Staff Srv SEP2026	37,464.00
	Inv 20266529 Total		37,464.00
	Inv 20266530		
	Line Item Date	Line Item Description	
	09/30/2026	Project 16002 SP Bldg/Safety Staff Srv SEP2026	51,205.80
	Inv 20266530 Total		51,205.80
0 Total:			88,669.80
TRA5998 - Transtech Engineers, Inc. Total:			88,669.80
TRANSUNR - TransUnion Risk & Alternative Data Solutions, Inc			
324582	11/09/2026		
	Inv 270701-202609-1		
	Line Item Date	Line Item Description	
	10/01/2026	PD Professional Srv Acct ID 270701	116.27
	Inv 270701-202609-1 Total		116.27
324582 Total:			116.27
TRANSUNR - TransUnion Risk & Alternative Data Solutions, Inc Total:			116.27
TRIOCOMM - Elior Inc.			
324526	11/09/2026		
	Inv 223ABS100006054		
	Line Item Date	Line Item Description	
	10/05/2026	Senior Center Nutrition Program SEP26 Cust ID A7042036	4,189.75
	Inv 223ABS100006054 Total		4,189.75
324526 Total:			4,189.75

TRIOCOMM - Elior Inc. Total: 4,189.75

TYBL7000 - Borrello, Tyler
324501 11/09/2026
Inv 10/16/2026

Line Item Date	Line Item Description	
10/29/2026	TYLER BORRELLO INTOXILYZER 9000 TRAINING REIMBUI	29.64

Inv 10/16/2026 Total 29.64

324501 Total: 29.64

TYBL7000 - Borrello, Tyler Total: 29.64

UQMS8010 - Unique Management Services, Inc.
0 11/09/2026
Inv 6165358

Line Item Date	Line Item Description	
10/01/2026	Open Purchase Order for Agency Recovery Services	302.90

Inv 6165358 Total 302.90

0 Total: 302.90

UQMS8010 - Unique Management Services, Inc. Total: 302.90

USAWASTE - USA Waste of California, Inc.
324583 11/09/2026
Inv 0042439-4838-9

Line Item Date	Line Item Description	
08/20/2026	Hazardous waste container Cust# 34-38115-43003	16.39

Inv 0042439-4838-9 Total 16.39

324583 Total: 16.39

USAWASTE - USA Waste of California, Inc. Total: 16.39

VUL6601 - Vulcan Materials Company
0 11/09/2026
Inv 7559326

Line Item Date	Line Item Description	
09/25/2026	Vulcan Materials Company 2026-27	316.55

Inv 7559326 Total 316.55

Inv 7560037

Line Item Date	Line Item Description	
09/25/2026	Vulcan Materials Company 2026-27	1,578.08
Inv 7560037 Total		1,578.08

0 Total: 1,894.63

VUL6601 - Vulcan Materials Company Total: 1,894.63

WCASTRIL - Castrillon, William

0 11/09/2026

Inv WC 07-26

Line Item Date	Line Item Description	
07/31/2026	Transit Rideshare Reimb JUL2026	80.00
Inv WC 07-26 Total		80.00

Inv WC 08-26

Line Item Date	Line Item Description	
08/31/2026	Transit Rideshare Reimb AUG2026	80.00
Inv WC 08-26 Total		80.00

Inv WC 09-26

Line Item Date	Line Item Description	
09/30/2026	Transit Rideshare Reimb SEP2026	80.00
Inv WC 09-26 Total		80.00

0 Total: 240.00

WCASTRIL - Castrillon, William Total: 240.00

WES4152 - West Coast Arborists, Inc.

0 11/09/2026

Inv 248157

Line Item Date	Line Item Description	
08/15/2026	Urban Forestry Services Tree Pruning & Emergency Response	3,847.70
Inv 248157 Total		3,847.70

Inv 249509

Line Item Date	Line Item Description	
09/15/2026	Urban Forestry Services Tree Maintenance Grid Tree Work	34,162.80
Inv 249509 Total		34,162.80

Inv 249510

Line Item Date	Line Item Description	
09/15/2026	Urban Forestry Services Arborist Services Site Inspections	1,081.20
Inv 249510 Total		1,081.20
0 Total:		39,091.70

WES4152 - West Coast Arborists, Inc. Total: 39,091.70

WGJENTER - WGJ Enterprises, Inc.

0 11/09/2026

Inv 12888C-04

Line Item Date	Line Item Description	
09/17/2026	On-Call Stripping, Pavement Markings, & Curb Painting Svcs	5,978.80
Inv 12888C-04 Total		5,978.80
0 Total:		5,978.80

WGJENTER - WGJ Enterprises, Inc. Total: 5,978.80

WHAINC - William Hezmalhalch Architects, Inc.

324586 11/09/2026

Inv 116884

Line Item Date	Line Item Description	
07/07/2026	City Architect-1821 Ramona Ave (MD)	1,250.00
Inv 116884 Total		1,250.00

Inv 117904

Line Item Date	Line Item Description	
10/08/2026	City Architect-Columbia House & Review Code	875.00
Inv 117904 Total		875.00
324586 Total:		2,125.00

WHAINC - William Hezmalhalch Architects, Inc. Total: 2,125.00

WIL2010 - Willdan Financial Services

0 11/09/2026

Inv 010-67728

Line Item Date	Line Item Description	
10/20/2026	Development Impact Fee Nexus Study Sep 2026 Cust# C19072	2,741.25
10/20/2026	Development Impact Fee Nexus Study Sep 2026 Cust# C19072	2,741.25
10/20/2026	Development Impact Fee Nexus Study Sep 2026 Cust# C19072	2,741.25
10/20/2026	Development Impact Fee Nexus Study Sep 2026 Cust# C19072	2,741.25

Inv 010-67728 Total 10,965.00

0 Total: 10,965.00

WIL2010 - Willdan Financial Services Total: 10,965.00

WON1111 - Wong, Daren

324587 11/09/2026

Inv 10/27/2026

Line Item Date	Line Item Description	
10/29/2026	DAREN WONG LUNCH REIMBURSEMENT FOR ORAL BOAR	24.70

Inv 10/27/2026 Total 24.70

324587 Total: 24.70

WON1111 - Wong, Daren Total: 24.70

WOR8011 - World Book, Inc

324588 11/09/2026

Inv ARI0018489

Line Item Date	Line Item Description	
08/25/2026	Online-Advance Reference Pkg Library	1,667.60

Inv ARI0018489 Total 1,667.60

324588 Total: 1,667.60

WOR8011 - World Book, Inc Total: 1,667.60

YOSKCHOI - Choi, Yong Sik

324509 11/09/2026

Inv 288134613

Line Item Date	Line Item Description	
10/08/2026	Parking Citation Refund	206.00

Inv 288134613 Total 206.00

324509 Total: 206.00

YOSKCHOI - Choi, Yong Sik Total: 206.00

ZOLL8021 - Zoll Medical Corporation

324589 11/09/2026

Inv 4583701

Line Item Date	Line Item Description	
10/15/2026	CPR STAT-PADZ ELECTRODE	641.86
Inv 4583701 Total		641.86
324589 Total:		641.86
ZOLL8021 - Zoll Medical Corporation Total:		641.86
Total:		1,225,309.53

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
10/25/2026	Columbia Bank	$13,794.29	Online Payment for September 2026 Citywide Credit Card Expenses.
10/26/2026	So Cal Edison	$21,430.48	Online Payment for City Owned Electric Account # 3859.
10/29/2026	So Cal Edison	$138,225.38	Online Payment for City Owned Electric Account # 1581.
10/30/2026	Pitney Bowes	$2,000.00	Postage Meter Pre-Paid Funds (8/25/2026-10/30/2026).
11/6/2026	So Cal Edison	$23,822.35	Online Payment for Various City Owned Electric Accounts.
11/6/2026	So Cal Gas	$739.21	Online Payment for City Owned Natural Gas Accounts.
Total:		***$200,011.71***	

Payroll

Payroll Summary Report

Payroll Date:	**10.23.2026**	**Regular Payroll**		
Checks			$	832.86
Direct Deposits			$	653,081.29
IRS Payments			$	132,006.58
EDD - State of CA			$	44,882.01
PERS Pension			$	173,898.28
Deferred Comp			$	38,016.79
PARS			$	1,082.75
PERS Health			$	261,901.46
		Subtotal:	**$**	**1,305,702.02**

Payroll Date:	**11.06.2026**			
Checks			$	-
Direct Deposits			$	661,363.09
IRS Payments			$	137,267.45
EDD - State of CA			$	47,154.47
PERS Pension			$	171,902.68
Deferred Comp			$	36,018.16
PARS			$	1,026.52
PERS Health			$	-
		Subtotal:	**$**	**1,054,732.37**

Payroll Date:				
Checks			$	-
Direct Deposits			$	-
IRS Payments			$	-
EDD - State of CA			$	-
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**-**

Payroll Date:				
Checks			$	-
Direct Deposits			$	-
IRS Payments			$	-
EDD - State of CA			$	-
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**-**

	Subtotal:	**$**	**-**
	Grand Total:	**$**	**2,360,434.39**

Accounts Payable

Void Check Proof List

VOID Reason: Training was canceled per the presenter. Email 10/13/2026

User: HLin
Printed: 10/13/2026 - 11:09AM
Batch: 00001.10.2026 - VOID CHK 324358

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: CSULB40	CSULB Research Foundation									
Check No: 324358	Check Date: 10/08/2026									
101-4010-4011-8210-000	150.00	4091	10/01/2026	TUITION FOR MENTAL HEALTH T					No	0
Check Total:	150.00									
Vendor Total:	150.00									
Report Total:	150.00									

Accounts Payable

Void Check Proof List

VOID Reason: Lost / Not Received

User: HLin
Printed: 10/15/2026 - 3:32PM
Batch: 00002.10.2026 - VOID CHK 323882

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: GRA6601	Grainger									
Check No: 323882	Check Date:	07/28/2026								
	188.69	9970408887	06/30/2026	Air Compressor for Equipment Mainte					No	0
215-6010-6310-8110-000										
	505.08	9970408903	06/30/2026	Air Compressor for Equipment Mainte					No	0
215-6010-6310-8110-000										
	1,043.18	9970408895	06/30/2026	Air Compressor for Equipment Mainte					No	0
215-6010-6310-8110-000										
Check Total:	1,736.95									
Vendor Total:	1,736.95									
Report Total:	1,736.95									

Payroll

Void Payroll Proof List

VOID Reason: Over 90 days

User: Msiegfried
Printed: 10/26/2026 - 11:57AM
Batch: 00001.04.2027 - J. Primuth PR Checks

Check Number	Check Date	First Name	Last Name	Amount
542343	06/23/2023	Jon	Primuth	291.30
542424	06/21/2024	Jon	Primuth	277.05
542487	08/15/2025	Jon	Primuth	828.05
542501	02/27/2026	Jon	Primuth	832.86

City Council Agenda Report

ITEM NO. 5

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Stephen Peterson, Senior Planner

SUBJECT: **CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 1103 MONTEREY ROAD**

Recommendation

It is recommended that the City Council review the proposed Rehabilitation and Repair Work Plan and approve a Mills Act contract with the owners of the property located at 1103 Monterey Road.

Executive Summary

The owners of 1103 Monterey Road, known as the Leo Longley Residence and designated South Pasadena Historic Landmark No. 21, request a Mills Act contract to support the property's long-term preservation. The proposed work plan identifies five rehabilitation projects totaling $185,000: foundation stabilization and seismic strengthening; electrical and sewer upgrades; front porch repairs; rehabilitation of historic wood windows; and repairs to exterior wood features. Completion dates range from 2028 through 2035.

The work plan addresses documented deterioration while retaining the residence's historic materials and architectural details. On August 20, 2026, the Cultural Heritage Commission (CHC) voted 4-0 to recommend approval.

Background

On March 31, 2026, a letter of intent to submit a Mills Act application for the property located at 1103 Monterey Road was submitted to the City.

On May 21, 2026, the letter of intent was presented to the Cultural Heritage Commission and a subcommittee was appointed to review the request in further detail. Commissioner Carlblom and Commissioner Ding were appointed to be on the subcommittee.

On May 22, a formal Mills Act application (**Attachment 1**) was filed by the Applicant's representative, Architectural Historian Debi Howell-Ardila.

On June 11, 2026, the Subcommittee and staff conducted a site visit with the Applicants and Architectural Historian to inspect the condition of the property and review the Rehabilitation and Repair Work Plan included in the Mills Act application.

On June 30, 2026, the Cultural Heritage Commission reviewed the Mills Act application and

associated work plan for 1103 Monterey Road and did not request any revisions.

On August 20, 2026, the Cultural Heritage Commission recommended that the City Council enter into a Mills Act Contract with the property owners of 1103 Monterey Road.

Analysis

Constructed between 1885 and 1888, the Queen Anne residence is associated with Leo Longley, an early South Pasadena settler who served as mayor from 1890 to 1892. Its character-defining features include decorative wood siding and patterned shingles, wood double-hung windows, a wrap-around porch, and ornamental wood detailing. Its designation as Historic Landmark No. 21 establishes its eligibility for consideration under the City's Mills Act program.

A Mills Act contract provides a property tax incentive in exchange for the owner's commitment to preserve a qualifying historic property and complete an approved work plan. The proposed agreement would establish specific rehabilitation obligations and allow the City to monitor progress. The work plan is included in the agreement as an exhibit to ensure the scope, completion dates, and reporting requirements are clear.

Proposed Scope of Work

In the Rehabilitation and Repair Work Plan prepared by Debi Howell-Ardila ("applicant"), the application documents deterioration of the foundation, porch, windows, and exterior wood features, as well as deficiencies in the electrical and sewer systems. The five proposed projects in the Rehabilitation and Restoration Plan are summarized below in **Table 1**. Estimates are provided by the applicant and are not fixed construction costs.

Table 1- Summary of Rehabilitation and Repair Work Plan

Proposed work and preservation purpose	**Estimated Cost**	**Completion**
1. Foundation stabilization and seismic strengthening. Address deteriorated unreinforced brick and mortar in the southern foundation area, including a sister retaining wall in the California basement and anchoring or other stabilization as needed. The work would improve structural stability while avoiding damage to historic features.	$75,000	2028

2. Electrical and sewer upgrades. Replace active knob-and-tube wiring and upgrade vitrified clay sewer piping affected by root intrusion. The work would address building system deficiencies and support continued occupancy.	$25,000	2028
3. Front porch repairs. Repair deteriorated wood at the porch landing and steps, retain serviceable material, and replace only components that cannot be repaired, matching existing materials and profiles. Prepare and refinish surfaces using gentle methods.	$15,000	2029
4. Historic window rehabilitation. Repair damaged glazing and inoperable double-hung windows; replace missing sash cords; renew weather stripping and seals; and prepare and repaint frames, surrounds, and sills. Repair would retain historic window materials and improve operation.	$30,000	2031
5. Exterior wood repairs. Repair siding, shingles, patterned panels, eaves, and ornamental woodwork where needed. Retain original materials where feasible, use matching replacements where repair is infeasible, and apply compatible finishes.	$40,000	2035
Total proposed rehabilitation investment	$185,000	2026-2035

The schedule places structural and building system improvements first, followed by rehabilitation of the porch, windows, and exterior woodwork. These projects address both the continued usability of the residence and the preservation of its architectural character. The application calls for qualified professionals, gentle surface preparation, and retention of original materials. It excludes power washing and machine sanding of historic wood features and specifies compatible finishes and in-kind replacement where repairs are infeasible.

The application also identifies recurring termite, roof, and paint inspections and repairs as

needed. These activities support ongoing stewardship but are separate from the five rehabilitation projects listed above. Routine maintenance are not counted toward the qualifying investment unless an applicable exception is documented. This application does not include a consideration for exception to the routine maintenance exclusion. Approval of the contract would not replace required permits or Certificates of Appropriateness for individual projects.

Evaluation of Mills Act criteria

SPMC Section 2.68(b)(1)(C) establishes the criteria for evaluating a proposed contract. Said criteria includes analysis of the (1) financial investment; (2) public benefit; (3) retroactive limitations; (4) maintenance work limitations; (5) interior work limitations; and (6) landscape work limitations. The Cultural Heritage Commission considered the listed criteria in its review of the proposed Work Plan and accepted the analysis below as basis for their recommendation to the City Council for approval of the Mills Act agreement for 1103 Monterey Road.

Criterion (i) Financial Investment. The estimated tax benefit is not expected to exceed the applicant's proposed financial investment in the cultural resource over the first 10 years of the contract.

Criterion (i) requires that the estimated tax benefit not exceed the applicant's proposed financial investment in the cultural resource over the first ten years of the contract. The five proposed rehabilitation projects total approximately $185,000, exceeding the applicant's projected ten-year property tax savings of $181,963 by $3,037. The financial analysis is provided in the Rehabilitation and Repair Work Plan within the Mills Act Application (**Attachment 1**). Therefore, criterion (i) is met.

Criterion (ii) Public Benefit. The proposed Mills Act contract features a work plan that will provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structural reinforcement upgrades; preserving and maintaining the character-defining features of the property, and/or restoring character-defining features of the property that have been significantly altered or removed over time.

Criterion (ii) requires the Work Plan to provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structural reinforcement upgrades; preserving and maintaining the character-defining features of the property, and/or restoring character-defining features of the property that have been significantly altered or removed over time.

The public benefit is the preservation of a designated landmark associated with South Pasadena's early development. Foundation stabilization would address documented masonry deterioration and support the residence's continued use. Porch, window, and exterior wood repairs would preserve architectural features that distinguish the building and contribute to the City's historic character. The proposed electrical and sewer improvements would support continued occupancy. Therefore, criterion (ii) is met.

Criterion (iii) Retroactive Limitations. The estimated tax benefit will not be used for any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of

nature, or any other casualty.

Criterion (iii) prohibits the use of the estimated tax benefit to be used for any maintenance or alteration work that was previously completed or initiated before the approval of the agreement. There is an exception related to involuntary damage or destruction caused by fire, act of nature, or any other casualty. The proposed agreement meets criterion (iii) as the application presents the five projects as future work. Qualifying expenditures are limited to work permitted under the contract and the City's restrictions on work completed or initiated before approval. Therefore, criterion (iii) is met.

Criterion (iv) Limitations on Maintenance. The estimated tax benefit will not be used for routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements.

Criterion (iv) prohibits the estimated tax benefit to be used for routine maintenance work. The porch and exterior wood projects include repair of documented deterioration, with surface preparation and repainting as part of that rehabilitation. This work is distinguish from ordinary cyclical repainting and other routine maintenance as it is necessary for the rehabilitation and restoration of character defining features. Any future repair or repainting will be fall under owner maintenance obligations. Therefore, criterion (iv) is met.

Criterion (v) Limitations on Interior Work. The estimated tax benefit will not be used for work within the interior of a cultural resource unless the commission determines the following exceptions should be made: the interior work is necessary to improve the structural integrity of the property; the interior work is necessary to preserve and maintain character-defining features within the cultural resource that are specifically identified as part of the official landmark nomination; and/or the interior work is necessary to preserve and maintain character-defining features of the property that were discovered subsequent to its landmark designation. The commission must first determine that those interior features are character-defining based on substantial evidence provided by the applicant.

The five rehabilitation projects do not include interior work. The foundation work qualifies as structural reinforcement and the electrical work qualifies as a systems upgrade under criterion ii and are not considered interior work. The proposed scope is therefore consistent with the limitation on the use of the tax benefit for interior work. Therefore, criterion (v) is met.

Criterion (vi) Limitations on Landscaping. The estimated tax benefit will not be used for landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

The five rehabilitation projects do not include landscaping. The proposed scope is therefore consistent with the limitation on the use of the tax benefit for landscaping work. Therefore, criterion (vi) is met.

Staff recommends the approval of the proposed Mills Act contract because the application identifies specific preservation needs, assigns estimated costs and completion dates, and proposes treatments intended to retain historic fabric. The CHC's review and site visit provide additional support for the proposed rehabilitation approach.

Alternatives
Alternatively, the City Council may continue the item to obtain additional information or revisions to the work plan and financial analysis; or decline to approve the contract.

Fiscal Impact
The applicant projects approximately $181,963 in property tax savings over ten years. The City's share is 26% of the reduction, the estimated reduction in City property tax revenue would be approximately $47,311 over ten years, or an annual average of $4,731. Actual savings and revenue effects would depend on the County Assessor's valuation and applicable tax calculations.

The proposed $185,000 rehabilitation investment would be privately funded. The City's reduced tax revenue would support a contractual commitment to preserve a designated historic resource; it would not fund the work through a direct City payment.

Key Performance Indicators and Strategic Plan
Progress would be evaluated against completion of work items identified in the Rehabilitation and Restoration Plan ("work plan"). As identified in the contract, the property owner will be required to submit a progress report to staff every three years. The report will document completed and pending tasks, expenditures, photographs, and applicable permits and Certificates of Appropriateness. However, staff has implemented a monitoring program for all active Mills Act Contracts and will take a proactive approach moving forward starting with quarterly check ins with contract owners to ensure compliance in addition to the required three year progress reports. Separately, the Cultural Heritage Commission will provide an annual report to City Council on its review of all active Mills Act contracts. The agreement provides a schedule for City review and follow-up on overdue work.

Commission Review and Recommendation
On August 20, 2026, the Cultural Heritage Commission recommended that the City Council enter into a Mills Act Contract with the property owners of 1103 Monterey Road following review of the application, work plan, and site conditions.

Public Notification
The community has been notified of this consent calendar item via a posting of the agenda on the City website on November 12, 2026.

Environmental Analysis
In accordance with the California Environmental Quality Act (CEQA), the project qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8: Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Class 8 exemptions apply to actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for environmental protection. The Mills Act contract is a regulatory tool to promote the preservation of historical resources. Approval of the contract will result in the long-term protection and maintenance of a designated historic resource, contributing to the preservation of the City's cultural and

architectural environment. There are no unusual circumstances that would result in a significant environmental impact.

Attachment:
Attachment No. 1 - Mills Act Contract_1103 Monterey Rd
Attachment No. 1 - Exhibit A- Legal Description
Attachment No. 1 - Exhibit B - Mills Act Application and Rehabilitation Plan

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

ATTN: City Clerk

Recording Fee: Exempt pursuant to
California Govt. Code Section 27383

SPACE ABOVE THIS LINE IS RESERVED FOR
RECORDER'S USE

TITLE(S)

MILLS ACT CONTRACT

THIS MILLS ACT CONTRACT ("Agreement") is made and entered into this 18th day of November 2026, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation ("City"), and Sareen Shah and Nilu Khan ("Owner").

RECITALS

(i) California Government Code Section 50280 et seq., authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 1103 Monterey Road, South Pasadena, California, Assessor's Parcel Number 5319-028-001 ("Historic Property"). A legal description of the Historic Property is attached hereto, marked as "Exhibit A" and is incorporated herein as if fully set forth;

(iii) As set forth in South Pasadena Municipal Code Section 2.68(b)(1)(B), the Historic Property is officially designated as South Pasadena City Landmark #21a Historic District;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, of Division 1 of Title 5 of the California Government Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on November 18, 2026 and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one (1) year for each anniversary date of the Agreement unless otherwise specified herein.

3. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the Owner of the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

4. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

5. STANDARDS FOR HISTORIC PROPERTY. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

a. Owner shall rehabilitate, preserve and maintain the historically significant Characteristics of the Historic Property. Attached hereto, marked as "Exhibit B" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which Owner shall carry out shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the applicable provisions of the South Pasadena Municipal Code (See, Article IVH of the South Pasadena Municipal Code) and shall obtain any applicable permits necessary to protect, preserve, restore and rehabilitate the Historic Property so as to maintain its historical significance.

b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the City, the State Office of Historic Preservation of the Department of Parks and Recreation, the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historical Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as "Exhibit C".

6. LIMITATIONS. Under Section 2.68(b)(1)(C)(iii)–(vi), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the Contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements;

(3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

7. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the County of Los Angeles Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this Agreement.

8. PROVISION OF COMPLIANCE INFORMATION. The Owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the Owner shall agree to provide to the City on the third year of the term of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

9. BINDING EFFECT OF AGREEMENT. This Agreement shall be binding on all successors-in interest of the Owner to the benefits and burdens of this Agreement. The Agreement shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 et seq., may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 5 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a breach by Owner under the provisions of this Agreement, City shall give written notice to Owner by registered or certified mail to the

address stated in this Agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach. Should Owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Community Development Director
1414 Mission Street
South Pasadena, California 91030

Owner: Sareen Shah and Nilu Khan
1103 Monterey Road

South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and/or maintenance of the Historic Property and/or Owner's activities in connection with the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, attorney's fees and related costs or expenses, and the reimbursement of legal expenses and costs incurred by the City, its elected officials, employees or agendas. Owner's obligation to indemnify shall survive the termination, cancellation or expiration of this Agreement.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever. A successor in interest shall have the same rights and obligations under the Agreement as the original owner who entered into the Agreement.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will prevent the portion of land condemned or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, if the City Council determines that the condemnation or acquisition frustrates the purpose of this Agreement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be canceled and this Agreement shall be deemed null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition. In such event, no cancellation fee is imposed as set forth in Government Code Section 50286. If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than twenty (20) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, by a written instrument executed by the parties that is thereafter recorded in the Office of the County Recorder of the County of Los Angeles.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within 180 days of entering into this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima Newsome, City Clerk

APPROVED AS TO FORM

_____
Roxanne Diaz, City Attorney

OWNER:

_____
Sareen Shah

OWNER:

_____
Nilu Khan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "A"
PROPERTY DESCRIPTION

The land hereinafter referred to is situated in the City of South Pasadena, County of Los Angeles, State of CA, and is described as follows:

Lot 1 and the West 7.60 feet of Lot 2 in Block B of Hunt Tract, in the City of South Pasadena, County of Los Angeles, State of California as per map recorded in Book 21 Page 22 of Miscellaneous Records, in the office of the County Recorder of said County.

Excepting therefrom the South 40 feet of said land.

Also except therefrom that portion of said land described as Parcel 5-10 in the deed to County of Los Angeles, recorded October 21,1969 as Instrument No. 1846 in Book D4532 Page 136, Official Records of said County, and more particularly described as follows:

Parcel A: That portion of Lot 1, Block B Amended Map of the Hunt Tract, as shown on map recorded in Book 21 Page 22 of Miscellaneous Records, in the office of the County Recorder of said County, and that portion of the Westerly 7.60 feet of said Lot 2, said Block within a strip of land 80 feet wide, lying 40 feet on each side of the following described center line; Commencing at the intersection of a line parallel with and 25 feet Westerly, measured at right angles, from the Westerly line of Lot 1, Block 1 Raymond Heights Tract, as shown on map filed in Book 3 Page 83 of Maps, in the office of the County Recorder of said County, with a line parallel with and 30 feet Southerly, measured at right angles from the Southerly line of said last mentioned lot, for the purpose of this description said last mentioned parallel line has a bearing of North 87° 10" 00" East; thence South 0° 00' 40" West 4.52 feet to the true point of beginning; thence North 88° 02' 33" East 120.00 feet.

Parcel B: That portion of above mentioned Lot 1 Block B within the following described boundaries.

Beginning at the intersection of the Southerly line of above described part A of Parcel 5-10 with the Westerly line of said lot; thence Southerly along said Westerly line to the beginning of a curve concave to the Southeast, having a radius of 19 feet, tangent to said Westerly line and tangent to said Southerly line; thence Northeasterly along said curve 29.20 feet to said Southerly line; thence Westerly along said Southerly line to the point of beginning.

APN: 5319-028-001





Mills Act Application

Leo A. Longley Residence
South Pasadena Historic Landmark #21

1103 Monterey Road
South Pasadena, California

Prepared for:

City of South Pasadena
Community Development Department
1414 Mission Street
South Pasadena, California 91030

Prepared by:

Debi Howell-Ardila, MHP
Sareen Shah & Nilu Khan

May 2026

Mills Act Application

Leo Longley Residence (South Pasadena Historic Landmark #21)
1103 Monterey Road, South Pasadena

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Appendices

A: Deed/Legal Description and Los Angeles County Tax Assessor Property Tax Bill, 2025
B: Owner's March 2026 Letter of Intent and Photographic Overview
C: Excerpts from the National Park Service *Secretary of the Interior's Standards for Rehabilitation*, 2017, with treatment approaches and recommendations

1. Project Background

This Mills Act Historic Property Contract application was prepared by Debi Howell-Ardila, MHP, South Pasadena-based preservation specialist, for the owners of 1103 Monterey Road, South Pasadena (Assessor's Parcel Number 5319-028-001). Constructed in 1887, this single-family residence is known as the Leo Longley Residence (South Pasadena Historic Landmark No. 21).



With its intact, distinctive Queen Anne architectural style, 1103 Monterey Road exemplifies the earliest wave of settlement in South Pasadena, as the city was incorporating, and the broader regional boom of the 1880s, which was catalyzed by the establishment of the cross-continental railroad.

The landmark was built for Leo Longley, an early settler and one of the first mayors of South Pasadena; Longley served as mayor between 1890 and 1892, only two years after the city's 1888 incorporation. Longley and his wife Ada were pioneering figures in the early history of South Pasadena. Longley served as the first president of the Board of Trustees to the South Pasadena Public Library in 1895. In addition, Ada Longley served as president of the Women's Improvement Association, which was founded at 1103 Monterey Avenue in 1890.[1]

As a locally designated landmark, the Leo Longley Residence qualifies for the Mills Act program pursuant to Section 2.68 of the South Pasadena Cultural Heritage Ordinance.



Leo Longley at 1103 Monterey, ca.1890
Source: South Pasadena Public Library

The property owners purchased 1103 Monterey Road in 2024 as their family's primary residence. With the property turning 141 years old this year, a number of exceptional rehabilitation and upgrade projects are needed. The property owners are seeking a Mills Act Historic Property Contract to help offset the costs of these repairs and to ensure its long-term preservation. The projects included in this workplan are as follows:

(1) Structural retrofitting, including anchoring and seismic strengthening;

(2) Life-Safety and Systems Upgrades (Electrical and Sewer)

(3) Limited carpentry repairs and refinishing of the front porch, to correct deterioration of wood;

(4) Window repair and rehabilitation; and

(5) Spot repairs and repainting exterior (where needed).

[1] *South Pasadena Review*, 21 July 1975. Available at: http:\\newspapers.com.

Figure 1. *South Pasadena Review*, 21 July 1975, with an article describing the designation of 1103 Monterey Road as a landmark associated with the City's early years

Brethren Church—

Continued from Page One

of the matter.

Mrs. Eleanor Napier is conducting most of the research being done to substantiate the church's request.

Longley House Nominated

Also introduced for consideration as a landmark at the Commission meeting was the Leo Longley House, 1103 Monterey Road.

Mrs. Fay presented extensive documentation supporting the value of the residence as a reminder of earlier days in South Pasadena.

Built in 1888, the original owners were Leo and Ada Longley. Leo was the brother of F. Howard Longley, original owner of the Greene & Greene-designed house at 1005 Buena Vista Street. (The Buena Vista Street Longley House, on the National Register of Historic Places, is South Pasadena landmark #7.)

The Leo Longleys were seminal figures in early South Pasadena history. They were original subscribers to the South Pasadena Lyceum, which was the forerunner of the city library. When the Lyceum was changed into the library in 1895, Leo Longley was named president of the Board of Trustees.

The Women's Improvement Association was organized in the house in 1899. Ada Longley was president of the organization when the Watering Trough and Way Station (a city landmark) was planned.

The house is described as a balloon construction Victorian. Instead of the usual gargoyles and Gothic frills associated with the 1880s, the house is unusual because of its emphasis on clapboard and bargeboard exterior trim of geometric and solid design.

The materials of the house, redwood and pine are, for the most part, well-preserved. All of the original woodwork is intact, along with brass door hinge leaves with chase work of various designs. The present owners, Gilmore and Eleanor Napier have planned to restore the original bright paint trim to the exterior woodwork.

The Commission delayed a decision for 30 days on landmark status until its members could see the house personally.

Other business during the meeting included the installation of new Commission officers. Thaddeus Trzyna was elected



THE LONGLEY HOUSE THEN — A photo taken in the late 1890s shows the Leo Longley House in understated Victorian splendor. As was the custom in those days, the wide exterior moldings and exquisite geometric woodwork was painted bright colors. In the foreground, Diamond Avenue's pre-pavement condition shows the state of streets in the then infant city of South Pasadena.

—Gilmore Napier Photo



THE LONGLEY HOUSE NOW — The streets are paved, and the trees surrounding the Leo Longley House have had years in which to grow to impressive heights. The house remains much the same as it was at the time of its construction. Some of the woodwork has been modified, and several additions have been made to the structure. But the house retains its original character with high ceilings and irregular interior dimensions.

—Review Photo

Source: *South Pasadena Review*, 21 July 1975.

The *Citywide Historic Context Statement* includes the Queen Anne style under the context of "Architecture and Design" and the theme of "19th-century Methods of Construction & Architectural Styles." As noted in the *Citywide Historic Context Statement*:

> The eclectic and elaborate Queen Anne style was one of the most popular styles for domestic architecture in the United States from the 1880s until about 1900. ...[T]he style originated in 19th-century Britain and combines freely adapted elements of English Gothic, Elizabethan, and classical architecture. Like the Stick style, Queen Anne uses exterior wall surfaces as a primary decorative element and was popularized throughout the United States by the rapidly expanding railroad network that made pre-cut architectural features easily available.
>
> The style is characterized by irregular compositions with complex multi-gabled and hipped roofs, intricately patterned shingles and masonry, turned spindle-work, and classical elements executed in wood.[2]

Although the property is over 140 years old, it continues to display the key character-defining features of its style, which include, according to the *Citywide Historic Context Statement*:

- Asymmetrical façade; steeply-pitched roof of irregular shape
- Wooden exterior wall cladding with decorative patterned shingles or patterned masonry
- Projecting partial-, full-width or wrap-around front porch, usually one story in height
- Wood double-hung sash windows
- Ornamentation may include decorative brackets, bargeboards and pendants, as well as Eastlake details, such as spindle work

In April 2026, the property owners filed a Letter of Intent to apply for the Mills Act, which was discussed at the May 2026 Cultural Heritage Commission (CHC) hearing. The CHC favorably reviewed the Letter of Intent and created a subcommittee for the landmark designation to tour the property and offer input on the Mills Act workplan items.

This application reflects all feedback provided by the CHC to date. Sections include a schedule and reporting system (Section 2), work plan (Section 3), and financial analysis (Section 4). Appendices provide the legal description and 2025 property tax bill (Appendix A); Letter of Intent and photographic overview (Appendix B), and excerpts from the Secretary of the Interior's Standards for Rehabilitation, with treatment approaches and recommendations for future project planning and implementation by the property owners and project planners and contractors (Appendix C).



As the owners of a distinctive historic landmark, the property owners understand the importance of ensuring that all projects follow the City guidelines and the Secretary's Standards. Each project, as well as the corresponding Standards-compliant treatment approach, is described in more detail in this application.

[2] City of South Pasadena, Planning and Building Department. 2014. *South Pasadena Citywide Historic Context Statement,* pp. 257-258.

2. Schedule and Reporting System

Mills Act Workplan Item	Completion Year
1. Structural retrofit and fastening house to foundation through anchor bolts and other stabilization as needed	2028
2. Life-Safety and Systems Upgrades (Electrical and Sewer)	2028
3. Carpentry repairs and re-finishing of front porch	2029
4. Rehabilitation of and repairs to original windows	2031
5. Exterior Wood: spot repairs/carpentry work and repainting of exterior where needed, including wood siding and shingles, roof eaves, resealing and repainting	2035
6. Maintenance: Termite inspections/mitigation	Annual inspection
7. Maintenance: Roof inspections and repairs as needed	Triannual inspection
8. Maintenance: Paint inspection and repairs as needed	Triannual inspection

Reporting System

The property owners of 1103 Monterey Road will provide bi-annual written updates to the City of South Pasadena in the final quarter of the year, documenting progress and providing updates and photographs on the Mills Act work plan.

Prior to commencement of work efforts, Certificates of Appropriateness (CoA) will be obtained by the property owners as required by the City of South Pasadena Cultural Heritage Ordinance. Progress reports will include detailed work descriptions, photographs of work completed, and copies of permits and CoAs/CHC guidance and input as applicable.

3. Description of Work Plan and Priorities

This section provides an overview of each work effort to be included in the Mills Act workplan for 1103 Monterey Road. Each work effort is designed to comply with the *Secretary's Standards*.

Proposed Project & Description	Est. Cost	Schedule
1. Structural Retrofitting and Foundation Repairs and Upgrades	**$ 75,000**	**2028**

The southern portion of the property's foundation exhibits unreinforced brick retaining walls with advanced deterioration of mortar and masonry failure. This workplan item will cover the construction of a sister retaining wall in the property's California basement to correct this. All work efforts will be completed by a qualified structural engineer, according to industry standards and applicable building codes. Project design and implementation will not affect character-defining features and would avoid direct or indirect impacts to character-defining features. **See Inspection Report for additional detail.**

Overview of southern portion of foundation, with unreinforced masonry with deteriorated and missing mortar and failing bricks



Section 3 Description of Work Plan and Priorities (continued)

Proposed Project & Description	Est. Cost	Schedule

2. Life-Safety and Systems Upgrades (Electrical and Sewer) **$25,000** **2028**

This work item includes systems upgrades and life-safety improvements. These items qualify as Mills Act expenses pursuant to the South Pasadena Municipal Code (which includes projects that allow for "improved viability through systems upgrades").

Specifically, the home retains live knob-and-tube electrical wiring as well as vitrified clay pipes in the sewer line. Both of these features are deemed original to the house. Inspections showed that the vitrified clay pipe has areas of root growth at several of the clay connections that require attention and upgrades. This workplan item will include removing and replacing the knob-and-tube wiring and upgrading the vitrified clay piping, which is vulnerable to seismic activity, and mitigating the areas with root intrusion.

All work will be completed by qualified contractors according to industry standards and applicable building codes. Project design and implementation for all systems upgrades will not affect character-defining features and would avoid direct or indirect impacts to character-defining features.

Overview of areas with live knob-and-tube electrical wiring



Section 3 Description of Work Plan and Priorities (continued)

Proposed Project & Description	Est. Cost	Schedule

3. Limited carpentry repairs and refinishing front porch wood landing **$15,000** **2029**

The focal point of this property is its decorative front porch. Given the property's age, the wood porch landing exhibits repair issues, including deteriorated wood and spalling paint. Some wood features require repairs, limited carpentry work, and/or in-kind replacement and refinishing. Under this item, paint removal will focus on gentlest means (such as hand scraping and sanding) and will focus on those areas where paint is failing.

Treatments will avoid abrasive cleaning methods and use the gentlest methods possible—contractors will not use power-washing or machine sanding for wood features. Primers and coatings will be breathable and avoid materials that trap moisture. Should repairs be infeasible due to the level of deterioration, replacement will be in-kind to match existing in materials, appearance, patterning, finishes/texture, and size/profile. Finishes will match existing or reflect a period-appropriate palette. **See Appendix C, 2017 *Standards for Rehabilitation*, for additional guidance.**

Overview of porch and its wood landing and steps





Section 3 Description of Work Plan and Priorities (continued)

Proposed Project & Description	Est. Cost	Schedule
4. Window repairs/rehabilitation	**$ 30,000**	**2031**

Rehabilitation of historic windows to include (but not necessarily be limited to): repair of cracked/broken glazing; repair of non-operational double-hung windows, including replacement of missing sash cords where needed; re-weathering stripping/re-sealing where needed; window frames, surrounds and sills will be prepped and repainted in a period-appropriate palette. Treatment approach will include the gentlest methods possible, for window removal, glazing repairs, and repainting—contractors will not use power-washing or machine sanding for any character-defining features. Gentlest means possible, including hand-sanding, will be used in prepping for repainting of the exterior. Work will be planned and directed by a contractor with experience in historic preservation.

Overview of windows, configuration, design, and existing conditions





Section 3 Description of Work Plan and Priorities (continued)

Overview of windows, configuration, design, and existing conditions







Proposed Project & Description	Est. Cost	Schedule

5. Exterior wood features, spot carpentry repairs and re-painting **$40,000** **2035**

This item includes spot carpentry repairs and repainting exterior wood features and sheathing where needed. Exterior wood features include siding, shingles, and patterned panels, as well as ornamental detailing at the porch and roof line, which displays decorative notched bargeboards. Any repairs will retain original materials to the maximum extent practicable. Paint removal will focus on gentlest means (such as hand scraping and sanding) and will focus on areas where paint is failing. Treatments will use the gentlest methods possible—contractors will not use power-washing or machine sanding for wood features. Primers and coatings will be breathable and avoid materials that trap moisture. Where repairs are infeasible due to deterioration, replacement will be in-kind to match existing in materials, appearance, finishes/texture, and size/profile. **See Appendix C, 2017 *Standards for Rehabilitation*, Wood, for additional guidance.**

Overview of wood features









4. Mills Act Work Plan, Financial Analysis

Mills Act Workplan Item	Est. Cost	Schedule
1. Structural retrofit and fastening house to foundation through anchor bolts and other stabilization as needed	$75,000	2028
2. Life-Safety and Systems Upgrades (Electrical and Sewer)	$25,000	2028
3. Limited carpentry repairs and refinishing of the front porch landing	$15,000	2029
4. Rehabilitation of windows, including repairs to inoperable units	$30,000	2031
5. Exterior Wood: spot carpentry repairs and repainting of exterior where needed, including siding and shingles, roof eaves, and decorative detailing; resealing and repainting in period-appropriate palette	$40,000	2035

Owner's Total Investment in 1103 Monterey Road:	$ 185,027
Total Estimated Tax Savings for Owners (10-year period)	$ 181,963
Average Annual Cost to the City of South Pasadena:	**$ 4,713**

4. Mills Act Work Plan, Financial Analysis, 1103 Monterey Road (con't)

Mills Act Financial Analysis, 1103 Monterey Road

Property Address: 1103 Monterey Road, California — Assessor's ID #: 5319-028-001
Type: Single-family Residence — **Current Assessed Value:** $ 1,950,000
Landmark #: Mills Act Eligibility: South Pasadena Landmark #21, Leo Longley Residence

REVENUES	**Annual Increase**	**Current Yr 2026**	**Year 1 2027**	**Year 2 2028**	**Year 3 2029**	**Year 4 2030**	**Year 5 2031**	**Year 6 2032**	**Year 7 2033**	**Year 8 2034**	**Year 9 2035**	**Year 10 2036**	
1. Monthly Revenues		7,500.00	7,725.00	7,956.75	8,195.45	8,441.32	8,694.56	8,955.39	9,224.05	9,500.78	9,785.80	10,079.37	
2. Annual Rental Income	3.0%	90,000.00	92,700.00	95,481.00	98,345.43	101,295.79	104,334.67	107,464.71	110,688.65	114,009.31	117,429.59	120,952.47	
ANNUAL EXPENSES													
3. Insurance	5.0%	2,646.00	2,778.30	2,917.22	3,063.08	3,216.23	3,377.04	3,545.89	3,723.19	3,909.35	4,104.81	4,310.06	
4. Utilities	6.0%	5,000.00	5,300.00	5,618.00	5,955.08	6,312.38	6,691.13	7,092.60	7,518.15	7,969.24	8,447.39	8,954.24	**Total Costs**
5. Maintenance	5.0%	14,010.00	14,710.50	15,446.03	16,218.33	17,029.24	17,880.70	18,774.74	19,713.48	20,699.15	21,734.11	22,820.81	$185,027.09
6/7. Management / Other		0.00											
TOTAL EXPENSES													
8. Sum lines 3 through 7		$21,656.00	$22,788.80	$23,981.24	$25,236.48	$26,557.86	$27,948.87	$29,413.23	$30,954.82	$32,577.74	$34,286.32	$36,085.11	
ANNUAL NET INCOME													
9. Line 2 minus line 8		$68,344.00	$69,911.20	$71,499.76	$73,108.95	$74,737.94	$76,385.79	$78,051.48	$79,733.83	$81,431.57	$83,143.27	$84,867.37	
CAPITALIZATION RATE													
10. Interest Component	6.50%												
11. Historic Property Risk Component	4.00%												
12. Property Tax Component	1.016%												
13. Amortization Component (Improvement/Land Value x .03)	1.13%												
14. Total Capitalization Rate	12.65%												
NEW ASSESSED VALUE													
15. Mills Act Assessment (Line 9 divided by Line 14)		$540,439.66	$552,869.78	$565,585.78	$578,594.25	$591,901.92	$605,515.67	$619,442.53	$633,689.71	$648,264.57	$663,174.65	$678,427.67	
TAXES: AMOUNT TO BE PAID													
16. Tax under Mills Act (Line 15 x .01035146)		5,594.34	5,723.01	5,854.64	5,989.30	6,127.05	6,267.97	6,412.13	6,559.61	6,710.48	6,864.83	7,022.72	
17. Current Tax	1.160%	23,028.00	23,295.12	23,565.35	23,838.71	24,115.24	24,394.97	24,677.95	24,964.22	25,253.80	25,546.75	25,843.09	**Total Tax Savings**
18. Tax Savings (Line 17 minus line 16)		17,433.66	17,572.12	17,710.71	17,849.41	17,988.19	18,127.00	18,265.82	18,404.60	18,543.32	18,681.92	18,820.37	$181,963.46
TAXES: COST TO CITY													**Annual Average**
19. Annual Cost to City	26%	$4,532.75	$4,568.75	$4,604.78	$4,640.85	$4,676.93	$4,713.02	$4,749.11	$4,785.20	$4,821.26	$4,857.30	$4,893.30	$4,713.02

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Appendix A

Legal Description of Property and Los Angeles County Tax Assessor property tax bill, 2025

EXHIBIT "A"
PROPERTY DESCRIPTION

The land hereinafter referred to is situated in the City of South Pasadena, County of Los Angeles, State of CA, and is described as follows:

Lot 1 and the West 7.60 feet of Lot 2 in Block B of Hunt Tract, in the City of South Pasadena, County of Los Angeles, State of California as per map recorded in Book 21 Page 22 of Miscellaneous Records, in the office of the County Recorder of said County.

Excepting therefrom the South 40 feet of said land.

Also except therefrom that portion of said land described as Parcel 5-10 in the deed to County of Los Angeles, recorded October 21,1969 as Instrument No. 1846 in Book D4532 Page 136, Official Records of said County, and more particularly described as follows:

Parcel A: That portion of Lot 1, Block B Amended Map of the Hunt Tract, as shown on map recorded in Book 21 Page 22 of Miscellaneous Records, in the office of the County Recorder of said County, and that portion of the Westerly 7.60 feet of said Lot 2, said Block within a strip of land 80 feet wide, lying 40 feet on each side of the following described center line; Commencing at the intersection of a line parallel with and 25 feet Westerly, measured at right angles, from the Westerly line of Lot 1, Block 1 Raymond Heights Tract, as shown on map filed in Book 3 Page 83 of Maps, in the office of the County Recorder of said County, with a line parallel with and 30 feet Southerly, measured at right angles from the Southerly line of said last mentioned lot, for the purpose of this description said last mentioned parallel line has a bearing of North 87° 10" 00" East; thence South 0° 00' 40" West 4.52 feet to the true point of beginning; thence North 88° 02' 33" East 120.00 feet.

Parcel B: That portion of above mentioned Lot 1 Block B within the following described boundaries.

Beginning at the intersection of the Southerly line of above described part A of Parcel 5-10 with the Westerly line of said lot; thence Southerly along said Westerly line to the beginning of a curve concave to the Southeast, having a radius of 19 feet, tangent to said Westerly line and tangent to said Southerly line; thence Northeasterly along said curve 29.20 feet to said Southerly line; thence Westerly along said Southerly line to the point of beginning.

APN: 5319-028-001

2025 ANNUAL SECURED PROPERTY TAX INFORMATION STATEMENT 2025

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

ELIZABETH BUENROSTRO GINSBERG, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE, CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

PROPERTY IDENTIFICATION
ASSESSOR'S ID.NO.: 5319 028 001 25 000

OWNER OF RECORD AS OF JANUARY 1, 2025
SAME AS BELOW

MAILING ADDRESS 000101926 01 AV 0.59
0101926-0101926 SNGL 002 --34-- 827471

SHAH,SAREEN AND KHAN,NILOUFER
1103 MONTEREY RD
SOUTH PASADENA CA 91030-3148

Save Money – Save Time – Pay Online
ttc.lacounty.gov
Electronic Payment Information
(Required for Online and Telephone Payments)
[redacted]

SPECIAL INFORMATION

DETAIL OF TAXES DUE FOR	ASSESSOR'S ID. NO. 5319 028 001	YR SEQ 25 000	CK 51

AGENCY	AGENCY PHONE NO.	RATE		AMOUNT
GENERAL TAX LEVY				
ALL AGENCIES		1.000000	$	19,890.00
VOTED INDEBTEDNESS				
METRO WATER DIST		.007000	$	139.23
COMMNTY COLLEGE		.010704		212.90
UNIFIED SCHOOLS		.081904		1,629.07
DIRECT ASSESSMENTS				
SAFE CLEAN WATER	(833) 275-7297		$	82.15
FLOOD CONTROL	(626) 979-5498			31.34
SGV MOSQUITO&VCD	(800) 273-5167			20.00
LIGHT/LANDSCAPE	(949) 955-1500			97.12
CNTY SAN DIST 16	(562) 908-4288			160.00
USGV MWD CHG	(866) 807-6864			10.00
SPUSD PARCEL TAX	(888) 892-2480			474.00
LIBRARY TAX	(626) 403-7330			65.90
MWD STANDBY #15	(866) 807-6864			9.26
RPOSD MEASURE A	(833) 265-2600			48.26
TRAUMA/EMERG SRV	(866) 587-2862			159.20

INFORMATION ONLY

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
1103 MONTEREY RD SOUTH PASA
AMENDED MAP OF THE HUNT TRACT N 125 FT (EX OF ST) OF LOT 1 AND W 7.6 FT OF N 125 FT (EX OF ST) OF LOT 2 BLK B

VALUATION INFORMATION		
ROLL YEAR 25-26	**CURRENT ASSESSED VALUE**	**TAXABLE VALUE**
LAND	1,839,978	1,839,978
IMPROVEMENTS	149,022	149,022
TOTAL	1,989,000	
LESS EXEMPTION:		
NET TAXABLE VALUE	1,989,000	

ASSESSOR'S REGIONAL OFFICE
REGION #05 INDEX: TRA:09030
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001

ACCT. NO.: 572 PRINT NO.: 397823 BILL ID.:IB

1ST	$11,514.22 DUE NOVEMBER 1, 2025 (After December 10, 2025, add 10% penalty)	2ND	$11,514.21 DUE FEBRUARY 1, 2026 (After April 10, 2026, add 10% penalty and $10 cost)	1ST + 2ND	$23,028.43 IF PAYING BOTH BY DECEMBER 10, 2025 (Include 1st & 2nd stubs if paying by mail)

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

SEE REVERSE SIDE FOR MORE INFORMATION.

INFORMATION ONLY

2025

SHAH,SAREEN AND KHAN,NILOUFER
1103 MONTEREY RD
SOUTH PASADENA CA 91030-3148

ASSESSOR'S ID. NO.	YR SEQ	CK	PK
5319 028 001	25 000	51	2

BEFORE MAKING PAYMENT, PLEASE CONTACT YOUR LENDER/MORTGAGE COMPANY.

2ND Installment Taxes due Feb. 1 and must be received or USPS Postmarked by April 10
If received or postmarked after, include 10% penalty and $10 cost

2ND INSTALLMENT DUE **$11,514.21**

INDICATE AMOUNT PAID

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

41579

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

2642500015319028001000115142100012675635792041O

2ND

Appendix B

Letter of Intent and Photographic Overview, March 2026

Sareen Shah & Nilu Khan

1103 Monterey Road
South Pasadena, California 91030
(e) shah.sareen@gmail.com | niloufer.khan@gmail.com
(c) 240 423 3156

31 March 2026

Michael Donovan, Associate Planner
Stephen Peterson, Senior Planner
City of South Pasadena Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030

Dear Mr. Donovan and Mr. Peterson:

We are writing to express our interest in applying for the Mills Act Historic Property Contract program for our home at 1103 Monterey Road, South Pasadena (Assessor's Parcel Number 5319-028-001). Constructed in 1885, the property is known as the Leo Longley Residence and is designated as South Pasadena Historic Landmark No. 21. As a locally designated landmark, the property qualifies for the Mills Act program pursuant to Section 2.68 of the South Pasadena Cultural Heritage Ordinance.

We purchased 1103 Monterey Road in 2024 as the primary residence for our family. This year, our house will turn 141 years old, and, with this, there are a number of important rehabilitation projects we would like to carry out. We love the authentic, intact architectural style of our home and are committed to investing in its long-term preservation. We understand that, given our home's status as a designated landmark, the repairs we undertake will require careful, preservation-appropriate treatments. In this way, we are seeking the Mills Act to help us carry out these projects.

Here are the projects we've identified for inclusion on our Mills Act workplan:

- Structural retrofitting, including anchoring and seismic strengthening (highest priority)
- Limited carpentry repairs and refinishing of the front porch, to address and correct deterioration of wood
- Rehabilitation of original windows, including repairs to inoperable units and deteriorated components
- Repainting exterior with appropriate surface preparation and in-kind repair of damaged siding where needed

These represent only a portion of the work we expect to complete over the next decade to ensure the continued preservation of this important historic landmark.

To ensure our application meets the City's requirements, we have engaged Debi Howell-Ardila, a South Pasadena-based historic preservation consultant, to prepare our application materials and represent us throughout the review process. Debi has conducted a site visit and begun preliminary research, and based on her assessment thus far, she has shared with us that our property is a strong candidate for the Mills Act program. A photographic overview of the primary features, materials, and existing conditions of our home follow in Appendix A.

We appreciate your consideration and look forward to working with the City on next steps.

Sincerely,

Sareen Shah and Nilu Khan

Figure 1 Overview of façade, east elevation, and west elevation (in clock wise direction)







Figure 2 Overview of south elevation (clock wise), showing the roof line, secondary patio and entrance, and stairs and entrance to partial basement







Figure 3 Overview of front porch design, materials, and architectural detailing





Figure 4 Overview of front porch design, materials, and architectural detailing







Figure 5 Basement, foundation materials, and structural system, overview and existing condition, southern portion of house

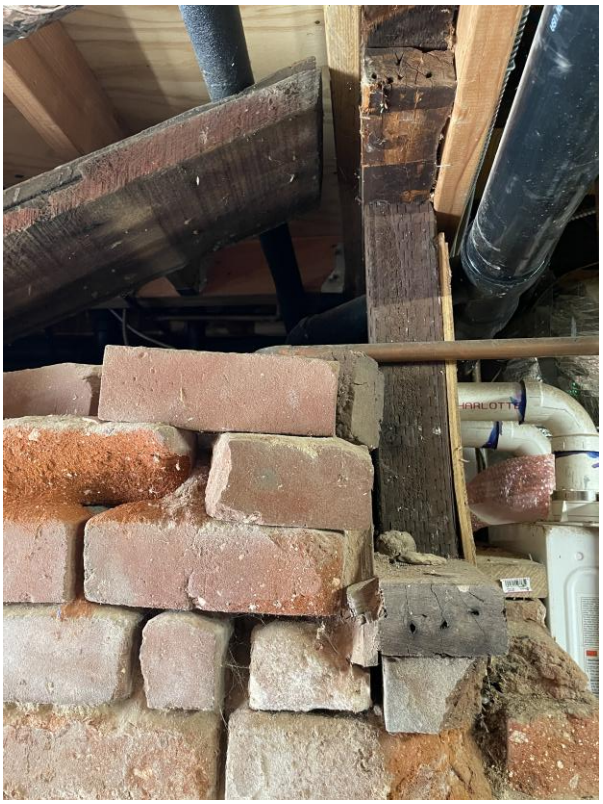






Figure 6 Basement, foundation materials, and structural system, overview and existing condition, southern portion of house

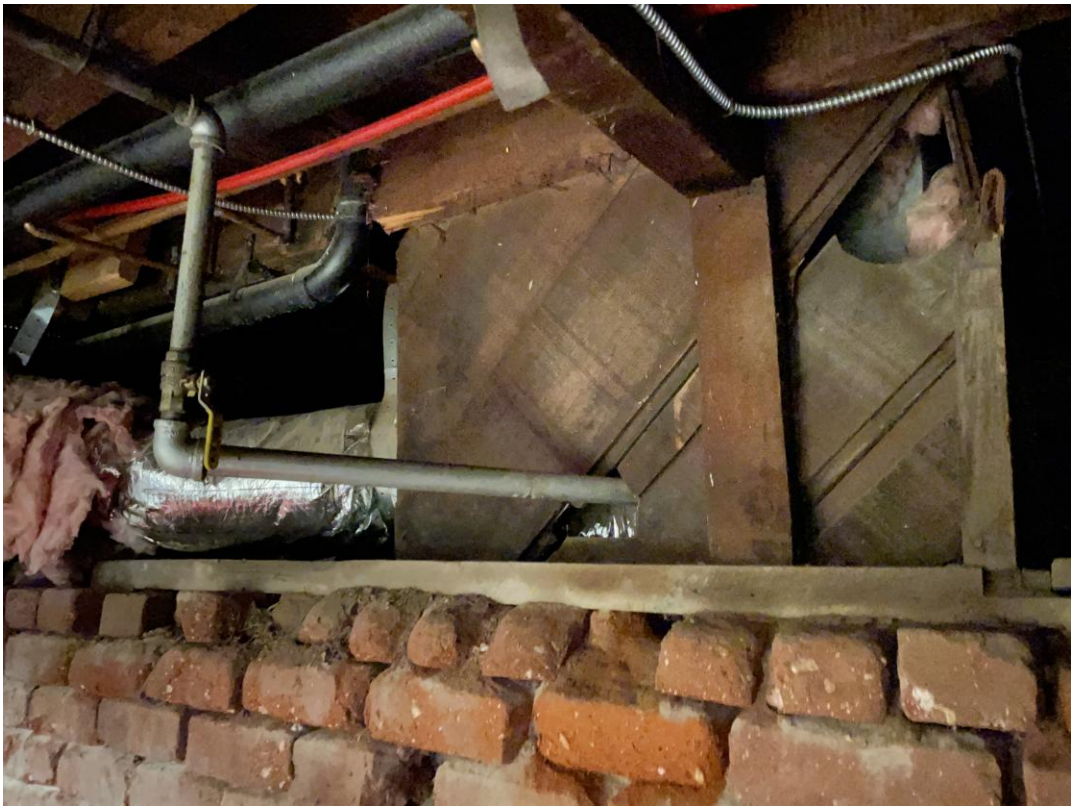




Figure 7 Overview of windows, configuration, design, and existing conditions



Figure 8 Overview of windows, configuration, design, and existing conditions



Figure 9 Overview of windows, configuration, design, and existing conditions







Appendix C

Excerpts from National Park Service, “Secretary of the Interior’s Standards for Rehabilitation,” 2017, with treatment recommendations

STANDARDS FOR REHABILITATION & GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.



Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

INTRODUCTION

In **Rehabilitation,** historic building materials and character-defining features are protected and maintained as they are in the treatment Preservation. However, greater latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings** to replace extensively deteriorated, damaged, or missing features using either the same material or compatible substitute materials. Of the four treatments, only **Rehabilitation** allows alterations and the construction of a new addition, if necessary for a continuing or new use for the historic building.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Rehabilitation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on ***identifying, retaining, and preserving*** character-defining features is always given first.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Rehabilitation** work, then ***protecting and maintaining*** them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during rehabilitation work. A historic building undergoing rehabilitation will often require more extensive work. Thus, an overall evaluation of its physical condition should always begin at this level.

Repair Historic Materials and Features

Next, when the physical condition of character-defining materials and features warrants additional work, ***repairing*** is recommended. **Rehabilitation** guidance for the repair of historic materials, such as masonry, again begins with the least degree of intervention possible. In rehabilitation, repairing also includes the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing components of features when there are surviving prototypes features that can be substantiated by documentary and physical evidence. Although using the same kind of material is always the preferred option, a substitute material may be an acceptable alternative if the form, design, and scale, as well as the substitute material itself, can effectively replicate the appearance of the remaining features.

Replace Deteriorated Historic Materials and Features

Following repair in the hierarchy, **Rehabilitation** guidance is provided for ***replacing*** an entire character-defining feature with new material because the level of deterioration or damage of materials precludes repair. If the missing feature is character defining or if it is critical to the survival of the building (e.g., a roof), it should be replaced to match the historic feature based on physical or his-

toric documentation of its form and detailing. As with repair, the preferred option is always replacement of the entire feature in kind (i.e., with the same material, such as wood for wood). However, when this is not feasible, a compatible substitute material that can reproduce the overall appearance of the historic material may be considered.

It should be noted that, while the National Park Service guidelines recommend the replacement of an entire character-defining feature that is extensively deteriorated, the guidelines never recommend removal and replacement with new material of a feature that could reasonably be repaired and, thus, preserved.

Design for the Replacement of Missing Historic Features

When an entire interior or exterior feature is missing, such as a porch, it no longer plays a role in physically defining the historic character of the building unless it can be accurately recovered in form and detailing through the process of carefully documenting the historic appearance. If the feature is not critical to the survival of the building, allowing the building to remain without the feature is one option. But if the missing feature is important to the historic character of the building, its replacement is always recommended in the **Rehabilitation** guidelines as the first, or preferred, course of action. If adequate documentary and physical evidence exists, the feature may be accurately reproduced. A second option in a rehabilitation treatment for replacing a missing feature, particularly when the available information about the feature is inadequate to permit an accurate reconstruction, is to ***design*** a new feature that is compatible with the overall historic character of the building. The new design should always take into account the size, scale, and material of the building itself and should be clearly differentiated from the authentic historic features. For properties that have changed over time, and where those changes have acquired significance, reestablishing missing historic features generally should not be undertaken if the missing features did not coexist with the features currently on the building. Juxtaposing historic features that did not exist concurrently will result in a false sense of the building's history.

Alterations

Some exterior and interior alterations to a historic building are generally needed as part of a **Rehabilitation** project to ensure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character defining, or outside the building's period of significance.

Code-Required Work: Accessibility and Life Safety

Sensitive solutions to meeting code requirements in a **Rehabilitation** project are an important part of protecting the historic character of the building. Work that must be done to meet accessibility and life-safety requirements must also be assessed for its potential impact on the historic building, its site, and setting.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a **Rehabilitation** project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when considering new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a **Rehabilitation** project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. Only sustainability treatments should be considered that will have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings.*

New Exterior Additions and Related New Construction

Rehabilitation is the only treatment that allows expanding a historic building by enlarging it with an addition. However, the **Rehabilitation** guidelines emphasize that new additions should be considered only after it is determined that meeting specific new needs cannot be achieved by altering non-character-defining interior spaces. If the use cannot be accommodated in this way, then an attached exterior addition may be considered. New additions should be designed and constructed so that the character-defining features of the historic building, its site, and setting are not negatively impacted. Generally, a new addition should be subordinate to the historic building. A new addition should be compatible, but differentiated enough so that it is not confused as historic or original to the building. The same guidance applies to new construction so that it does not negatively impact the historic character of the building or its site.

Rehabilitation as a Treatment. *When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.*

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining and preserving masonry features that are important in defining the overall historic character of the building (such as walls, brackets, railings, cornices, window and door surrounds, steps, and columns) and decorative ornament and other details, such as tooling and bonding patterns, coatings, and color.	Removing or substantially changing masonry features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Replacing or rebuilding a major portion of exterior masonry walls that could be repaired, thereby destroying the historic integrity of the building. Applying paint or other coatings (such as stucco) to masonry that has been historically unpainted or uncoated to create a new appearance. Removing paint from historically-painted masonry.
Protecting and maintaining masonry by ensuring that historic drainage features and systems that divert rainwater from masonry surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.	Failing to identify and treat the causes of masonry deterioration, such as leaking roofs and gutters or rising damp.
Cleaning masonry only when necessary to halt deterioration or remove heavy soiling.	Cleaning masonry surfaces when they are not heavily soiled to create a "like-new" appearance, thereby needlessly introducing chemicals or moisture into historic materials.
Carrying out masonry cleaning tests when it has been determined that cleaning is appropriate. Test areas should be examined to ensure that no damage has resulted and, ideally, monitored over a sufficient period of time to allow long-range effects to be predicted.	Cleaning masonry surfaces without testing or without sufficient time for the testing results to be evaluated.



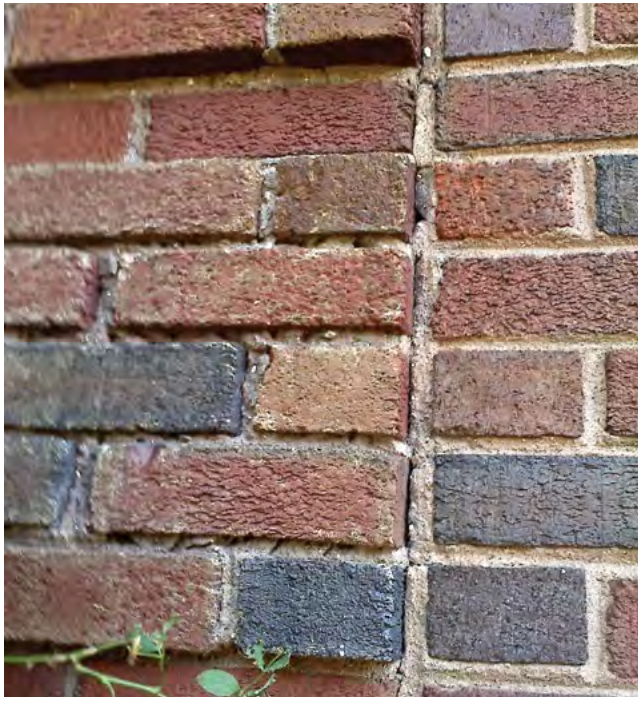
[1] An alkaline-based product is appropriate to use to clean historic marble because it will not damage the marble, which is acid sensitive.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Cleaning soiled masonry surfaces with the gentlest method possible, such as using low-pressure water and detergent and natural bristle or other soft-bristle brushes.	Cleaning or removing paint from masonry surfaces using most abrasive methods (including sandblasting, other media blasting, or high-pressure water) which can damage the surface of the masonry and mortar joints. Using a cleaning or paint-removal method that involves water or liquid chemical solutions when there is any possibility of freezing temperatures. Cleaning with chemical products that will damage some types of masonry (such as using acid on limestone or marble), or failing to neutralize or rinse off chemical cleaners from masonry surfaces.



[3] **Not Recommended:**
The white film on the upper corner of this historic brick row house is the result of using a scrub or slurry coating, rather than traditional repointing by hand, which is the recommended method.



[4] **Not Recommended:**
The quoins on the left side of the photo show that high-pressure abrasive blasting used to remove paint can damage even early 20th-century, hard-baked, textured brick and erode the mortar, whereas the same brick on the right, which was not abrasively cleaned, is undamaged.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using biodegradable or environmentally-safe cleaning or paint-removal products.	
Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.	
Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.	
Allowing only trained conservators to use abrasive or laser-cleaning methods, when necessary, to clean hard-to-reach, highly-carved, or detailed decorative stone features.	
Removing damaged or deteriorated paint only to the next sound layer using the gentlest method possible (e.g., hand scraping) prior to repainting.	Removing paint that is firmly adhered to masonry surfaces, unless the building was unpainted historically and the paint can be removed without damaging the surface.
Applying compatible paint coating systems to historically-painted masonry following proper surface preparation.	Failing to follow manufacturers' product and application instructions when repainting masonry features.
Repainting historically-painted masonry features with colors that are appropriate to the historic character of the building and district.	Using paint colors on historically-painted masonry features that are not appropriate to the historic character of the building and district.
Protecting adjacent materials when cleaning or removing paint from masonry features.	Failing to protect adjacent materials when cleaning or removing paint from masonry features.
Evaluating the overall condition of the masonry to determine whether more than protection and maintenance, such as repairs to masonry features, will be necessary.	Failing to undertake adequate measures to ensure the protection of masonry features.
Repairing masonry by patching, splicing, consolidating, or otherwise reinforcing the masonry using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of masonry features when there are surviving prototypes, such as terra-cotta brackets or stone balusters.	Removing masonry that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials. Replacing an entire masonry feature, such as a cornice or balustrade, when repair of the masonry and limited replacement of deteriorated or missing components are feasible.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Repairing masonry walls and other masonry features by repointing the mortar joints where there is evidence of deterioration, such as disintegrating mortar, cracks in mortar joints, loose bricks, or damaged plaster on the interior.	Removing non-deteriorated mortar from sound joints and then repointing the entire building to achieve a more uniform appearance.
Removing deteriorated lime mortar carefully by hand raking the joints to avoid damaging the masonry.	
Using power tools only on horizontal joints on brick masonry in conjunction with hand chiseling to remove hard mortar that is deteriorated or that is a non-historic material which is causing damage to the masonry units. Mechanical tools should be used only by skilled masons in limited circumstances and generally not on short, vertical joints in brick masonry.	Allowing unskilled workers to use masonry saws or mechanical tools to remove deteriorated mortar from joints prior to repointing.
Duplicating historic mortar joints in strength, composition, color, and texture when repointing is necessary. In some cases, a lime-based mortar may also be considered when repointing Portland cement mortar because it is more flexible.	Repointing masonry units with mortar of high Portland cement content (unless it is the content of the historic mortar). Using "surface grouting" or a "scrub" coating technique, such as a "sack rub" or "mortar washing," to repoint exterior masonry units instead of traditional repointing methods. Repointing masonry units (other than concrete) with a synthetic caulking compound instead of mortar.
Duplicating historic mortar joints in width and joint profile when repointing is necessary.	Changing the width or joint profile when repointing.
Repairing stucco by removing the damaged material and patching with new stucco that duplicates the old in strength, composition, color, and texture.	Removing sound stucco or repairing with new stucco that is different in composition from the historic stucco. Patching stucco or concrete without removing the source of deterioration. Replacing deteriorated stucco with synthetic stucco, an exterior finish and insulation system (EFIS), or other non-traditional materials.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using mud plaster or a compatible lime-plaster adobe render, when appropriate, to repair adobe.	Applying cement stucco, unless it already exists, to adobe.
Sealing joints in concrete with appropriate flexible sealants and backer rods, when necessary.	
Cutting damaged concrete back to remove the source of deterioration, such as corrosion on metal reinforcement bars. The new patch must be applied carefully so that it will bond satisfactorily with and match the historic concrete.	Patching damaged concrete without removing the source of deterioration.



[5] Rebars in the reinforced concrete ceiling have rusted, causing the concrete to spall. The rebars must be cleaned of rust before the concrete can be patched.



[6] Some areas of the concrete brise soleil screen on this building constructed in 1967 are badly deteriorated. If the screen cannot be repaired, it may be replaced in kind or with a composite substitute material with the same appearance as the concrete.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using a non-corrosive, stainless-steel anchoring system when replacing damaged stone, concrete, or terra-cotta units that have failed.	
Applying non-historic surface treatments, such as water-repellent coatings, to masonry only after repointing and only if masonry repairs have failed to arrest water penetration problems.	Applying waterproof, water-repellent, or non-original historic coatings (such as stucco) to masonry as a substitute for repointing and masonry repairs.
Applying permeable, anti-graffiti coatings to masonry when appropriate.	Applying water-repellent or anti-graffiti coatings that change the historic appearance of the masonry or that may trap moisture if the coating is not sufficiently permeable.
Replacing in kind an entire masonry feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples can include large sections of a wall, a cornice, pier, or parapet. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a masonry feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the masonry feature.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new masonry feature that is incompatible in size, scale, material, or color.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining and preserving wood features that are important in defining the overall historic character of the building (such as siding, cornices, brackets, window and door surrounds, and steps) and their paints, finishes, and colors.	Removing or substantially changing wood features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic wood from a façade instead of repairing or replacing only the deteriorated wood, then reconstructing the façade with new material to achieve a uniform or "improved" appearance. Changing the type of finish, coating, or historic color of wood features, thereby diminishing the historic character of the exterior. Failing to renew failing paint or other coatings that are historic finishes. Stripping historically-painted surfaces to bare wood and applying a clear finish rather than repainting. Stripping paint or other coatings to reveal bare wood, thereby exposing historically-coated surfaces to the effects of accelerated weathering. Removing wood siding (clapboards) or other covering (such as stucco) from log structures that were covered historically, which changes their historic character and exposes the logs to accelerated deterioration.
Protecting and maintaining wood features by ensuring that historic drainage features that divert rainwater from wood surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.	Failing to identify and treat the causes of wood deterioration, such as faulty flashing, leaking gutters, cracks and holes in siding, deteriorated caulking in joints and seams, plant material growing too close to wood surfaces, or insect or fungal infestation.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Applying chemical preservatives or paint to wood features that are subject to weathering, such as exposed beam ends, outriggers, or rafter tails.	Using chemical preservatives (such as creosote) which, unless they were used historically, can change the appearance of wood features.
Implementing an integrated pest management plan to identify appropriate preventive measures to guard against insect damage, such as installing termite guards, fumigating, and treating with chemicals.	
Retaining coatings (such as paint) that protect the wood from moisture and ultraviolet light. Paint removal should be considered only when there is paint surface deterioration and as part of an overall maintenance program which involves repainting or applying other appropriate coatings.	Stripping paint or other coatings from wood features without recoating.



[8] Rotted clapboards have been replaced selectively with new wood siding to match the originals.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Removing damaged or deteriorated paint to the next sound layer using the gentlest method possible (e.g., hand scraping and hand sanding) prior to repainting.	Using potentially-damaging paint-removal methods on wood surfaces, such as open-flame torches, orbital sanders, abrasive methods (including sandblasting, other media blasting, or high-pressure water), or caustic paint-removers. Removing paint that is firmly adhered to wood surfaces.
Using chemical strippers primarily to supplement other methods such as hand scraping, hand sanding, and thermal devices.	Failing to neutralize the wood thoroughly after using chemical paint removers so that new paint may not adhere. Removing paint from detachable wood features by soaking them in a caustic solution, which may roughen the surface, split the wood, or result in staining from residual acids leaching out of the wood.
Using biodegradable or environmentally-safe cleaning or paint-removal products.	
Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.	
Using thermal devices (such as infrared heaters) carefully to remove paint when it is so deteriorated that total removal is necessary prior to repainting.	Using a thermal device to remove paint from wood features without first checking for and removing any flammable debris behind them. Using thermal devices without limiting the amount of time the wood feature is exposed to heat.
Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.	
Applying compatible paint coating systems to historically-painted wood following proper surface preparation.	Failing to follow manufacturers' product and application instructions when repainting wood features.
Repainting historically-painted wood features with colors that are appropriate to the building and district.	Using paint colors on historically-painted wood features that are not appropriate to the building or district.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Protecting adjacent materials when working on other wood features.	Failing to protect adjacent materials when working on wood features.
Evaluating the overall condition of the wood to determine whether more than protection and maintenance, such as repairs to wood features, will be necessary.	Failing to undertake adequate measures to ensure the protection of wood features.



[9] Smooth-surfaced cementitious siding (left) may be used to replace deteriorated wood siding only on secondary elevations that have minimal visibility.

[10] **Not Recommended:** Cementitious siding with a raised wood-grain texture is not an appropriate material to replace historic wood siding, which has a smooth surface when painted.



WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Repairing wood by patching, splicing, consolidating, or otherwise reinforcing the wood using recognized conservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of wood features when there are surviving prototypes, such as brackets, molding, or sections of siding.	Removing wood that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials. Replacing an entire wood feature, such as a cornice or balustrade, when repair of the wood and limited replacement of deteriorated or missing components is feasible.
Replacing in kind an entire wood feature that is too deteriorated to repair (if the overall form and detailing are still evident) using physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such wood features include a cornice, entablature, or a balustrade. If using wood is not feasible, then a compatible substitute material may be considered.	Removing a wood feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the wood feature.
Replacing a deteriorated wood feature or wood siding on a *primary or other highly-visible* elevation with a new matching wood feature.	Replacing a deteriorated wood feature or wood siding on a *primary or other highly-visible elevation* with a composite substitute material.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new wood feature that is incompatible in size, scale, material, or color.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving metal features that are important in defining the overall historic character of the building (such as columns, capitals, pilasters, spandrel panels, or stairways) and their paints, finishes, and colors. The type of metal should be identified prior to work because each metal has its own properties and may require a different treatment.	Removing or substantially changing metal features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic metal from a façade instead of repairing or replacing only the deteriorated metal, then reconstructing the façade with new material to achieve a uniform or "improved" appearance.
Protecting and maintaining metals from corrosion by providing proper drainage so that water does not stand on flat, horizontal surfaces or accumulate in curved decorative features.	Failing to identify and treat the causes of corrosion, such as moisture from leaking roofs or gutters. Placing incompatible metals together without providing an appropriate separation material. Such incompatibility can result in galvanic corrosion of the less noble metal (e.g., copper will corrode cast iron, steel, tin, and aluminum).
Cleaning metals when necessary to remove corrosion prior to repainting or applying appropriate protective coatings.	Leaving metals that must be protected from corrosion uncoated after cleaning.



[11] The stainless steel doors at the entrance to this Art Deco apartment building are important in defining its historic character and should be retained in place.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Identifying the particular type of metal prior to any cleaning procedure and then testing to ensure that the gentlest cleaning method possible is selected; or, alternatively, determining that cleaning is inappropriate for the particular metal.	Using cleaning methods which alter or damage the color, texture, or finish of the metal, or cleaning when it is inappropriate for the particular metal. Removing the patina from historic metals. The patina may be a protective layer on some metals (such as bronze or copper) as well as a distinctive finish.
Using non-corrosive chemical methods to clean soft metals (such as lead, tinplate, terneplate, copper, and zinc) whose finishes can be easily damaged by abrasive methods.	Cleaning soft metals (such as lead, tinplate, terneplate, copper, and zinc) with abrasive methods (including sandblasting, other abrasive media, or high-pressure water) which will damage the surface of the metal.
Using the least abrasive cleaning method for hard metals (such as cast iron, wrought iron, and steel) to remove paint buildup and corrosion. If hand scraping and wire brushing have proven ineffective, low-pressure abrasive methods may be used as long as they do not abrade or damage the surface.	Using high-pressure abrasive techniques (including sandblasting, other media blasting, or high-pressure water) without first trying gentler cleaning methods prior to cleaning cast iron, wrought iron, or steel.
Applying appropriate paint or other coatings to historically-coated metals after cleaning to protect them from corrosion.	Applying paint or other coatings to metals (such as copper, bronze or stainless steel) if they were not coated historically, unless a coating is necessary for maintenance.
Repainting historically-painted metal features with colors that are appropriate to the building and district.	Using paint colors on historically-painted metal features that are not appropriate to the building or district.
Applying an appropriate protective coating (such as lacquer or wax) to a metal feature that was historically unpainted, such as a bronze door, which is subject to heavy use.	

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Protecting adjacent materials when cleaning or removing paint from metal features.	Failing to protect adjacent materials when working on metal features.
Evaluating the overall condition of metals to determine whether more than protection and maintenance, such as repairs to metal features, will be necessary.	Failing to undertake adequate measures to ensure the protection of metal features.



[12] This historic steel window has been cleaned, repaired, and primed in preparation for painting and reglazing.



[13] The gold-colored, anodized aluminum geodesic dome of the former Citizen's State Bank in Oklahoma City, OK, built in 1958 and designed by Robert Roloff, makes this a distinctive mid-20th century building.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Repairing metal by reinforcing the metal using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of features when there are surviving prototypes, such as column capitals or bases, storefronts, railings and steps, or window hoods.	Removing metals that could be stabilized, repaired, and conserved, or using improper repair techniques, or unskilled personnel, potentially causing further damage to historic materials.
Replacing in kind an entire metal feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include cast-iron porch steps or steel-sash windows. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Replacing an entire metal feature, such as a column or balustrade, when repair of the metal and limited replacement of deteriorated or missing components are feasible. Removing a metal feature that is unrepairable and not replacing it, or replacing it with a new metal feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the surviving components of the metal feature or that is physically or chemically incompatible.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement metal feature, such as a metal cornice or cast-iron column, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing metal feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new metal feature that is incompatible in size, scale, material, or color.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving roofs and their functional and decorative features that are important in defining the overall historic character of the building. The form of the roof (gable, hipped, gambrel, flat, or mansard) is significant, as are its decorative and functional features (such as cupolas, cresting, parapets, monitors, chimneys, weather vanes, dormers, ridge tiles, and snow guards), roofing material (such as slate, wood, clay tile, metal, roll roofing, or asphalt shingles), and size, color, and patterning.	Removing or substantially changing roofs which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic roof or roofing material that is repairable, then rebuilding it with new material to achieve a more uniform or "improved" appearance. Changing the configuration or shape of a roof by adding highly visible new features (such as dormer windows, vents, skylights, or a penthouse). Stripping the roof of sound historic material, such as slate, clay tile, wood, or metal.
Protecting and maintaining a roof by cleaning gutters and downspouts and replacing deteriorated flashing. Roof sheathing should also be checked for indications of moisture due to leaks or condensation.	Failing to clean and maintain gutters and downspouts properly so that water and debris collect and cause damage to roof features, sheathing, and the underlying roof structure.
Providing adequate anchorage for roofing material to guard against wind damage and moisture penetration.	Allowing flashing, caps, and exposed fasteners to corrode, which accelerates deterioration of the roof.
Protecting a leaking roof with a temporary waterproof membrane with a synthetic underlayment, roll roofing, plywood, or a tarpaulin until it can be repaired.	Leaving a leaking roof unprotected so that accelerated deterioration of historic building materials (such as masonry, wood, plaster, paint, and structural members) occurs.
Repainting a roofing material that requires a protective coating and was painted historically (such as a terneplate metal roof or gutters) as part of regularly-scheduled maintenance.	Failing to repaint a roofing material that requires a protective coating and was painted historically as part of regularly-scheduled maintenance.
Applying compatible paint coating systems to historically-painted roofing materials following proper surface preparation.	Applying paint or other coatings to roofing material if they were not coated historically.
Protecting a roof covering when working on other roof features.	Failing to protect roof coverings when working on other roof features.
Evaluating the overall condition of the roof and roof features to determine whether more than protection and maintenance, such as repairs to roof features, will be necessary.	Failing to undertake adequate measures to ensure the protection of roof features.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Repairing a roof by ensuring that the existing historic or compatible non-historic roof covering is sound and waterproof. Repair may include the limited replacement in kind or with a compatible substitute material of missing materials (such as wood shingles, slates, or tiles) on a main roof, as well as those extensively deteriorated or missing components of features when there are surviving prototypes, such as ridge tiles, dormer roofing, or roof monitors. Using corrosion-resistant roof fasteners (e.g., nails and clips) to repair a roof to help extend its longevity.	Replacing an entire roof feature when repair of the historic roofing materials and limited replacement of deteriorated or missing components are feasible.



[16] The deteriorated asphalt shingles of this porch roof are being replaced in kind with matching shingles.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Replacing in kind an entire roof covering or feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include a large section of roofing, a dormer, or a chimney. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a feature of the roof that is unrepairable and not replacing it, or replacing it with a new roof feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the roof covering or the surviving components of the roof feature or that is physically or chemically incompatible.
Replacing only missing or damaged roofing tiles or slates rather than replacing the entire roof covering.	Failing to reuse intact slate or tile in good condition when only the roofing substrate or fasteners need replacement.
Replacing an incompatible roof covering or any deteriorated non-historic roof covering with historically-accurate roofing material, if known, or another material that is compatible with the historic character of the building.	
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new roof covering for a missing roof or a new feature, such as a dormer or a monitor, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing roof feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new roof feature that is incompatible in size, scale, material, or color.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Alterations and Additions for a New Use	
Installing mechanical and service equipment on the roof (such as heating and air-conditioning units, elevator housing, or solar panels) when required for a new use so that they are inconspicuous on the site and from the public right-of-way and do not damage or obscure character-defining historic features.	Installing roof-top mechanical or service equipment so that it damages or obscures character-defining roof features or is conspicuous on the site or from the public right-of-way.
Designing rooftop additions, elevator or stair towers, decks or terraces, dormers, or skylights when required by a new or continuing use so that they are inconspicuous and minimally visible on the site and from the public right-of-way and do not damage or obscure character-defining historic features.	Changing a character-defining roof form, or damaging or destroying character-defining roofing material as a result of an incompatible rooftop addition or improperly-installed or highly-visible mechanical equipment.
Installing a green roof or other roof landscaping, railings, or furnishings that are not visible on the site or from the public right-of-way and do not damage the roof structure.	Installing a green roof or other roof landscaping, railings, or furnishings that are visible on the site and from the public right-of-way.



[17] New wood elements have been used selectively to replace rotted wood on the underside of the roof in this historic warehouse.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving windows and their functional and decorative features that are important to the overall character of the building. The window material and how the window operates (e.g., double hung, casement, awning, or hopper) are significant, as are its components (including sash, muntins, ogee lugs, glazing, pane configuration, sills, mullions, casings, or brick molds) and related features, such as shutters.	Removing or substantially changing windows or window features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Changing the appearance of windows that contribute to the historic character of the building by replacing materials, finishes, or colors which noticeably change the sash, depth of the reveal, and muntin configurations; the reflectivity and color of the glazing; or the appearance of the frame. Obscuring historic wood window trim with metal or other material. Replacing windows solely because of peeling paint, broken glass, stuck sash, or high air infiltration. These conditions, in themselves, do not indicate that windows are beyond repair.
Protecting and maintaining the wood or metal which comprises the window jamb, sash, and trim through appropriate treatments, such as cleaning, paint removal, and reapplication of protective coating systems.	Failing to protect and maintain window materials on a cyclical basis so that deterioration of the window results.
Protecting windows against vandalism before work begins by covering them and by installing alarm systems that are keyed into local protection agencies.	Leaving windows unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected windows.
Making windows weathertight by recaulking gaps in fixed joints and replacing or installing weatherstripping.	
Protecting windows from chemical cleaners, paint, or abrasion during work on the exterior of the building.	Failing to protect historic windows from chemical cleaners, paint, or abrasion when work is being done on the exterior of the building.
Protecting and retaining historic glass when replacing putty or repairing other components of the window.	Failing to protect the historic glass when making window repairs.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Sustaining the historic operability of windows by lubricating friction points and replacing broken components of the operating system (such as hinges, latches, sash chains or cords) and replacing deteriorated gaskets or insulating units.	Failing to maintain windows and window components so that windows are inoperable, or sealing operable sash permanently. Failing to repair and reuse window hardware such as sash lifts, latches, and locks.
Adding storm windows with a matching or a one-over-one pane configuration that will not obscure the characteristics of the historic windows. Storm windows improve energy efficiency and are especially beneficial when installed over wood windows because they also protect them from accelerated deterioration.	
Adding interior storm windows as an alternative to exterior storm windows when appropriate.	



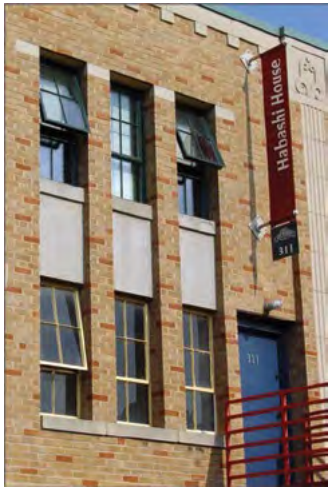
[18] The historic metal storm windows in this 1920s office building were retained and repaired during the rehabilitation project.

[19] Installing a mockup of a proposed replacement window can be helpful to evaluate how well the new windows will match the historic windows that are missing or too deteriorated to repair.



WINDOWS

RECOMMENDED	NOT RECOMMENDED
Installing sash locks, window guards, removable storm windows, and other reversible treatments to meet safety, security, or energy conservation requirements.	
Evaluating the overall condition of the windows to determine whether more than protection and maintenance, such as repairs to windows and window features, will be necessary.	Failing to undertake adequate measures to ensure the protection of window features.
Repairing window frames and sash by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated, broken, or missing components of features when there are surviving prototypes, such as sash, sills, hardware, or shutters.	Removing window features that could be stabilized, repaired, or conserved using untested consolidants, improper repair techniques, or unskilled personnel, potentially causing further damage to the historic materials. Replacing an entire window when repair of the window and limited replacement of deteriorated or missing components are feasible.
Removing glazing putty that has failed and applying new putty; or, if glass is broken, carefully removing all putty, replacing the glass, and reputtying.	
Installing new glass to replace broken glass which has the same visual characteristics as the historic glass.	
Replacing in kind an entire window that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a character-defining window that is unrepairable or is not needed for the new use and blocking up the opening, or replacing it with a new window that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the window or that is physically incompatible.



[21] The windows on the lower floor, which were too deteriorated to repair, were replaced with new steel windows matching the upper-floor historic windows that were retained.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Modifying a historic single-glazed sash to accommodate insulated glass when it will not jeopardize the soundness of the sash or significantly alter its appearance.	Modifying a historic single-glazed sash to accommodate insulated glass when it will jeopardize the soundness of the sash or significantly alter its appearance.
Using low-e glass with the least visible tint in new or replacement windows.	Using low-e glass with a dark tint in new or replacement windows, thereby negatively impacting the historic character of the building.
Using window grids rather than true divided lights on windows on the upper floors of high-rise buildings if they will not be noticeable.	Using window grids rather than true divided lights on windows in low-rise buildings or on lower floors of high-rise buildings where they will be noticeable, resulting in a change to the historic character of the building.
Ensuring that spacer bars in between double panes of glass are the same color as the window sash.	Using spacer bars in between double panes of glass that are not the same color as the window sash.
Replacing all of the components in a glazing system if they have failed because of faulty design or materials that have deteriorated with new material that will improve the window performance without noticeably changing the historic appearance.	Replacing all of the components in a glazing system with new material that will noticeably change the historic appearance.
Replacing incompatible, non-historic windows with new windows that are compatible with the historic character of the building; or reinstating windows in openings that have been filled in.	
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new window or its components, such as frames, sash, and glazing, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing window is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Installing replacement windows made from other materials that are not the same as the material of the original windows if they would have a noticeably different appearance from the remaining historic windows.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Alterations and Additions for a New Use	
Adding new window openings on rear or other secondary, less-visible elevations, if required by a new use. The new openings and the windows in them should be compatible with the overall design of the building but, in most cases, not duplicate the historic fenestration.	Changing the number, location, size, or glazing pattern of windows on primary or highly-visible elevations which will alter the historic character of the building. Cutting new openings on character-defining elevations or cutting new openings that damage or destroy significant features. Adding balconies at existing window openings or new window openings on primary or other highly-visible elevations where balconies never existed and, therefore, would be incompatible with the historic character of the building.
Replacing windows that are too deteriorated to repair using the same sash and pane configuration, but with new windows that operate differently, if necessary, to accommodate a new use. Any change must have minimal visual impact. Examples could include replacing hopper or awning windows with casement windows, or adding a realigned and enlarged operable portion of industrial steel windows to meet life-safety codes.	Replacing a window that contributes to the historic character of the building with a new window that is different in design (such as glass divisions or muntin profiles), dimensions, materials (wood, metal, or glass), finish or color, or location that will have a noticeably different appearance from the historic windows, which may negatively impact the character of the building.
Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.	Installing impact-resistant glazing, when necessary for security, that is incompatible with the historic windows and that damages them or negatively impacts their character.
Using compatible window treatments (such as frosted glass, appropriate shades or blinds, or shutters) to retain the historic character of the building when it is necessary to conceal mechanical equipment, for example, that the new use requires be placed in a location behind a window or windows on a primary or highly-visible elevation.	Removing a character-defining window to conceal mechanical equipment or to provide privacy for a new use of the building by blocking up the opening.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Retaining the historic relationship between buildings and the landscape.	Removing or relocating buildings or landscape features, thereby destroying the historic relationship between buildings and the landscape. Removing or relocating buildings on a site or in a complex of related historic structures (such as a mill complex or farm), thereby diminishing the historic character of the site or complex. Moving buildings onto the site, thereby creating an inaccurate historic appearance. Changing the grade level of the site if it diminishes its historic character. For example, lowering the grade adjacent to a building to maximize use of a basement, which would change the historic appearance of the building and its relation to the site.
Protecting and maintaining buildings and site features by providing proper drainage to ensure that water does not erode foundation walls, drain toward the building, or damage or erode the landscape.	Failing to ensure that site drainage is adequate so that buildings and site features are damaged or destroyed; or, alternatively, changing the site grading so that water does not drain properly.
Correcting any existing irrigation that may be wetting the building excessively.	Neglecting to correct any existing irrigation that may be wetting the building excessively.
Minimizing disturbance of the terrain around buildings or elsewhere on the site, thereby reducing the possibility of destroying or damaging important landscape features, archeological resources, other cultural or religious features, or burial grounds.	Using heavy machinery or equipment in areas where it may disturb or damage important landscape features, archeological resources, other cultural or religious features, or burial grounds.
Surveying and documenting areas where the terrain will be altered to determine the potential impact to important landscape features, archeological resources, other cultural or religious features, or burial grounds.	Failing to survey the building site prior to beginning work, which may result in damage or loss of important landscape features, archeological resources, other cultural or religious features, or burial grounds.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Protecting (e.g., preserving in place) important site features, archeological resources, other cultural or religious features, or burial grounds.	Leaving known site features or archeological material unprotected so that it is damaged during rehabilitation work.
Planning and carrying out any necessary investigation before rehabilitation begins, using professional archeologists and methods, when preservation in place is not feasible.	Allowing unqualified personnel to perform data recovery on archeological resources, which can result in damage or loss of important archeological material
Preserving important landscape features through regularly-scheduled maintenance of historic plant material.	Allowing important landscape features or archeological resources to be lost, damaged, or to deteriorate due to inadequate protection or lack of maintenance
Protecting the building site and landscape features against arson and vandalism before rehabilitation work begins by erecting temporary fencing and by installing alarm systems keyed into local protection agencies.	Leaving the property unprotected and subject to vandalism before work begins so that the building site and landscape features, archeological resources, other cultural or religious features, or burial grounds can be damaged or destroyed. Removing or destroying features from the site, such as fencing, paths or walkways, masonry balustrades, or plant material.
Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, that are as unobtrusive as possible.	Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, without taking into consideration their location and visibility so that they negatively impact the historic character of the site.
Providing continued protection and maintenance of buildings and landscape features on the site through appropriate grounds and landscape management.	Failing to protect and maintain materials and features from the restoration period on a cyclical basis so that deterioration of the site results.
Protecting buildings and landscape features when working on the site.	Failing to protect building and landscape features during work on the site or failing to repair damaged or deteriorated site features.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Evaluating the overall condition of materials and features to determine whether more than protection and maintenance, such as repairs to site features, will be necessary.	Failing to undertake adequate measures to ensure the protection of the site.
Repairing historic site features which have been damaged, are deteriorated, or have missing components order reestablish the whole feature and to ensure retention of the integrity of the historic materials. Repairs may include limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of site features when there are surviving prototypes, such as paving, railings, or individual plants within a group (e.g., a hedge). Repairs should be physically and visually compatible.	Removing materials and features that could be repaired or using improper repair techniques. Replacing an entire feature of the site (such as a fence, walkway, or drive) when repair of materials and limited replacement of deteriorated or missing components are feasible.



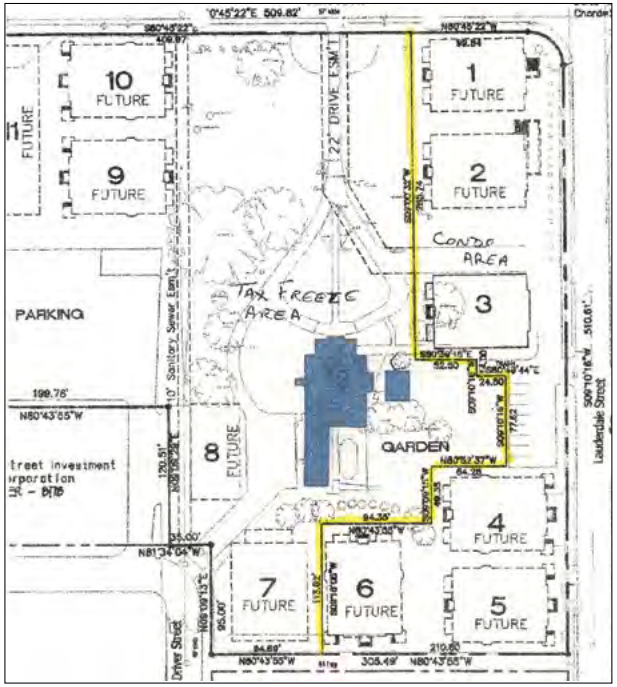
[43] The industrial character of the site was retained when this brewery complex was rehabilitated for residential use.



[44] **Not Recommended:** (a-b) The historic character of this plantation house (marked in blue on plan on opposite page) and its site was diminished and adversely impacted when multiple new buildings like this (#3 on plan) were constructed on the property (c).

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Replacing in kind an entire feature of the site that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. Examples could include a walkway or a fountain, a land form, or plant material. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a character-defining feature of the site that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the surviving site feature or that is physically or ecologically incompatible. Adding conjectural landscape features to the site (such as period reproduction light fixtures, fences, fountains, or vegetation) that are historically inappropriate, thereby creating an inaccurate appearance of the site.







[45] Undertaking a survey to document archeological resources may be considered in some rehabilitation projects when a new exterior addition is planned.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new feature on a site when the historic feature is completely missing. This could include missing outbuildings, terraces, drives, foundation plantings, specimen trees, and gardens. The design may be an accurate restoration based on documentary and physical evidence, but only when the feature to be replaced coexisted with the features currently on the site. Or, it may be a new design that is compatible with the historic character of the building and site.	Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature did not coexist with the features currently on the site. Introducing a new feature, including plant material, that is visually incompatible with the site or that alters or destroys the historic site patterns or use.
Alterations and Additions for a New Use	
Designing new onsite features (such as parking areas, access ramps, or lighting), when required by a new use, so that they are as unobtrusive as possible, retain the historic relationship between the building or buildings and the landscape, and are compatible with the historic character of the property.	Locating parking areas directly adjacent to historic buildings where vehicles may cause damage to buildings or landscape features or when they negatively impact the historic character of the building site if landscape features and plant materials are removed.
Designing new exterior additions to historic buildings or adjacent new construction that are compatible with the historic character of the site and preserves the historic relationship between the building or buildings and the landscape.	Introducing new construction on the building site which is visually incompatible in terms of size, scale, design, material, or color, which destroys historic relationships on the site, or which damages or destroys important landscape features, such as replacing a lawn with paved parking areas or removing mature trees to widen a driveway.
Removing non-significant buildings, additions, or site features which detract from the historic character of the site.	Removing a historic building in a complex of buildings or removing a building feature or a landscape feature which is important in defining the historic character of the site.
Locating an irrigation system needed for a new or continuing use of the site where it will not cause damage to historic buildings.	Locating an irrigation system needed for a new or continuing use of the site where it will damage historic buildings.

City Council Agenda Report

ITEM NO. 6

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Tatianna Marin, Assistant Planner

SUBJECT: **CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 1500 ROLLIN STREET**

Recommendation

It is recommended that the City Council review the proposed Rehabilitation and Repair Work Plan and approve a Mills Act contract with the owners of 1500 Rollin Street.

Executive Summary

The owners of 1500 Rollin Street request a Mills Act contract to support preservation of their 1910 Craftsman bungalow, a contributor to the locally designated Rollin Craftsman Cluster District. The proposed Rehabilitation and Restoration Plan ("work plan") identifies four rehabilitation projects totaling $171,000: foundation anchoring and structural stabilization; replacement of knob-and-tube wiring; rehabilitation of exterior wood features; and repairs to historic brickwork and concrete porch components. Completion dates range from 2027 through 2033.

The proposed improvements address documented structural, electrical, and material deficiencies while retaining the residence's historic character. On August 20, 2026, the Cultural Heritage Commission (CHC) voted 4-0 to recommend approval.

Background

On January 7, 2026, a letter of intent to submit a Mills Act application for the property located at 1500 Rollin Street was filed with the City.

On March 19, 2026, the letter of intent was presented to the Cultural Heritage Commission and a subcommittee was appointed to review the request in further detail. Commissioner Carlblom and Commissioner Aperlo were appointed to be on the subcommittee.

On April 14, 2026, the Subcommittee and staff conducted an on-site visit to inspect the condition of the property.

On April 24, 2026, a formal Mills Act application **(Attachment 1)** was filed by the Applicant Debi Howell-Ardila.

On May 21, 2026, the Cultural Heritage Commission reviewed the proposed Mills Act Application for 1500 Rollin St.

On August 20, 2026, the Cultural Heritage Commission reviewed the Mills Act application and voted 4-0 in recommending that the City Council enter into a Mills Act contract.

Analysis

Constructed in 1910, the one-story Craftsman bungalow contributes to the Rollin Craftsman Cluster District, designated by the City Council in June 2020. According to the application, its California Historical Resources Status Code is 5B1, identifying a contributor to a locally designated historic district that is also eligible for individual local listing. Its district contributor status establishes the basis for consideration under the City's Mills Act program; the application does not identify the property as a National Register resource.

Character-defining features include the low-pitched cross-gabled roof, wide eaves and exposed rafter tails, wood siding and shingles, full-width front porch, wood trellis supported on brick piers, decorative wood windows, and brick chimney with clinker-brick detailing. The work plan is intended to retain and repair these features while improving structural stability and building safety.

A Mills Act contract provides a property tax incentive in exchange for the owner's commitment to preserve a qualifying historic property and complete an approved work plan. The agreement incorporates the approved scope, completion dates, and reporting requirements as enforceable obligations. Contract approval does not replace required permits or Certificates of Appropriateness.

Proposed Scope of Work

The Rehabilitation and Restoration ("work plan") prepared by Debi Howell-Ardila ("applicant") documents missing foundation anchors, outdated wiring, deteriorated exterior wood, and damaged masonry and concrete. **Table 1** summarizes the four rehabilitation projects and their preservation purposes. Costs are applicant estimates rather than fixed construction prices.

The schedule prioritizes structural and electrical improvements in 2027, followed by exterior wood rehabilitation in 2030 and masonry and concrete repairs in 2033. All four projects are scheduled within the first ten years of the proposed contract.

Table 1- Summary of Rehabilitation and Repair Work Plan

Proposed work plan and preservation purpose	Estimated Cost	Completion
1. Foundation anchoring and structural stabilization. Install anchor bolts, foundation plates, and other connections as needed to secure the house, girders, and rim joists. Use qualified structural engineering services and avoid damage to character-defining features.	$34,000	2027

2. Electrical upgrades. Replace original knob-and-tube wiring and address damaged insulation and wiring in contact with attic insulation. Use qualified contractors to address fire and life safety hazards while protecting historic materials.	$28,000	2027
3. Exterior wood rehabilitation. Repair siding, shingles, exposed rafter tails, the wood door, and porch trellis. Retain sound material; use matching in-kind replacements only where repair is infeasible. Prepare surfaces gently and apply compatible finishes or a period-appropriate paint palette.	$71,000	2030
4. Brickwork and concrete repairs. Repair and repoint the historic chimney and brick trellis supports; repair concrete pier caps and porch landing components as described in the work plan. Use compatible mortar, retain historic brick, and match original profiles and finishes where replacement is necessary.	$38,000	2033
Total proposed rehabilitation investment	$171,000	

Treatments would follow the Secretary of the Interior's Standards for Rehabilitation. The application specifies gentle surface preparation, retention of original material, compatible coatings and mortar, and matching replacements where repairs are infeasible. It excludes power washing and machine sanding of historic wood, as well as abrasive masonry cleaning.

Recurring termite, roof, and paint inspections are identified separately as owner stewardship activities. They are not included in the $171,000 rehabilitation total. Roof repairs already underway in April 2026 are also excluded from the qualifying investment.

Evaluation of Mills Act criteria

SPMC Section 2.68(b)(1)(C) establishes six criteria for evaluating a proposed Mills Act contract, which are: (1) financial investment; (2) public benefit; (3) retroactive limitations; (4) maintenance work limitations; (5) interior work limitations; and (6) landscape work limitations. The Cultural Heritage Commission considered the listed criteria in their evaluation of the Work

Plan and accepted the analysis below as basis for the recommendation to the City Council for approval of the Mills Act contract for 1500 Rollin Street.

Criterion (i) Financial Investment. The estimated tax benefit is not expected to exceed the applicant's proposed financial investment in the cultural resource over the first 10 years of the contract.

Criterion (i) requires that the estimated tax benefit not exceed the applicant's proposed financial investment in the cultural resource over the first ten years of the contract. The four proposed rehabilitation projects total $171,000, exceeding projected ten-year property tax savings of approximately $168,654 by $2,346. The financial analysis is included in the Mills Act Application (**Attachment 1**). Therefore, criterion (i) is met.

Criterion (ii) Public Benefit. The proposed Mills Act contract features a work plan that will provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structural reinforcement upgrades; preserving and maintaining the character-defining features of the property, and/or restoring character-defining features of the property that have been significantly altered or removed over time.

Criterion (ii) requires a work plan that benefits the public through continued occupancy or adaptive reuse, improved viability through building system and structural upgrades, or preservation and restoration of character-defining features. The home was built in 1910. The proposed foundation anchoring would improve stability, and electrical upgrades would address documented hazards. Repairs to the wood siding, shingles, trellis, brick chimney, and porch components would preserve the residence's contribution to the historic district. These improvements support continued residential use and preservation of the City's historic character. Therefore, criterion (ii) is met.

Criterion (iii) Retroactive Limitations. The estimated tax benefit will not be used for any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty.

Criterion (iii) restricts use of the estimated tax benefit for work completed or initiated before contract approval, except for qualifying work following involuntary casualty damage. The application identifies roof repairs as underway in April 2026 and expressly excludes those expenses from the financial analysis. The four budgeted projects are presented as future work. Therefore, criterion (iii) is met.

Criterion (iv) Limitations on Maintenance. The estimated tax benefit will not be used for routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements.

Criterion (iv) restricts routine maintenance expenditures unless an applicable exception is established. The exterior wood and masonry projects address documented deterioration and include refinishing as part of rehabilitation. These costs are distinguished from ordinary cyclical painting, inspections, and routine repairs. No maintenance exception is requested. The final work plan totals $171,000 and consists of qualifying rehabilitation expenditures and

excludes routine maintenance. Therefore, criterion (iv) is met.

Criterion (v) Limitations on Interior Work. The estimated tax benefit will not be used for work within the interior of a cultural resource unless the commission determines the following exceptions should be made: the interior work is necessary to improve the structural integrity of the property; the interior work is necessary to preserve and maintain character-defining features within the cultural resource that are specifically identified as part of the official landmark nomination; and/or the interior work is necessary to preserve and maintain character-defining features of the property that were discovered subsequent to its landmark designation. The commission must first determine that those interior features are character-defining based on substantial evidence provided by the applicant.

Criterion (v) limits interior work to specified exceptions, including work necessary to improve structural integrity and work preserving qualifying character-defining interior features. Additionally, the electrical systems upgrade will avoid damage to historic features and is identified in Criterion ii as a benefit to the public. Therefore, criterion (v) is met.

Criterion (vi) Limitations on Landscaping. The estimated tax benefit will not be used for landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

Criterion (vi) limits landscaping expenditures to qualifying features identified in the official landmark nomination. The four proposed rehabilitation projects do not include landscaping. Therefore, criterion (vi) is met.

Staff supports the proposed contract because the application identifies specific preservation needs, assigns costs and completion dates, and proposes treatments intended to retain historic materials.

Alternatives
Alternatively, the City Council may continue the item to obtain clarification of eligible expenditures, revised financial calculations, or a revised work plan, or decline to approve the contract.

Fiscal Impact
The application projects approximately $168,654 in owner property tax savings over ten years. The City's share is 26% of the reduction. The estimated reduction in City property tax revenue would be approximately $43,650 over ten years, or an annual average of $4,365. Actual savings and revenue effects would depend on the County Assessor’s valuation and applicable tax calculations.

The proposed rehabilitation work would be privately funded. The City’s reduced property tax revenue would support a contractual preservation commitment rather than a direct City payment for construction.

Key Performance Indicators and Strategic Plan
Progress would be evaluated against completion of work items identified in the Rehabilitation and Restoration Plan ("work plan"). As identified in the contract, the property owner will be required to submit a progress report to staff every three years. The report will document completed and pending tasks, expenditures, photographs, and applicable permits and

Certificates of Appropriateness. However, staff has implemented a monitoring program for all active Mills Act Contracts and will take a proactive approach moving forward starting with quarterly check ins with contract owners to ensure compliance in addition to the required three year progress reports. Separately, the Cultural Heritage Commission will provide an annual report to City Council on its review of all active Mills Act contracts. The agreement provides a schedule for City review and follow-up on overdue work.

Commission Review and Recommendation
On August 20, 2026, the Cultural Heritage Commission reviewed the Mills Act application and voted 4-0 to recommend that the City Council enter into a contract with the owners of 1500 Rollin Street. The recommendation followed subcommittee review and the April 14, 2026 site visit.

Public Notification
The community has been notified of this consent calendar item via a posting of the agenda on the City website on November 12, 2026.

Environmental Analysis
In accordance with the California Environmental Quality Act (CEQA), the project qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8: Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Class 8 exemptions apply to actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for environmental protection. The Mills Act contract is a regulatory tool to promote the preservation of historical resources. Approval of the contract will result in the long-term protection and maintenance of a designated historic resource, contributing to the preservation of the City's cultural and architectural environment. There are no unusual circumstances that would result in a significant environmental impact.

Attachment:
Attachment No. 1 - Mills Act Contract__1500 Rollin St_Draft
Attachment No. 1 - Exhbit_A_Legal_Description
Attachment No. 1 - Exhibit B - Mills Act Application and Rehabilitation Plan

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

ATTN: City Clerk

Recording Fee: Exempt pursuant to
California Govt. Code Section 27383

SPACE ABOVE THIS LINE IS RESERVED FOR
RECORDER'S USE

TITLE(S)

MILLS ACT CONTRACT

THIS MILLS ACT CONTRACT ("Agreement") is made and entered into this 18th day of November 2026, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation ("City"), and Hongming Jin and Lei Hua ("Owner").

RECITALS

(i) California Government Code Section 50280 et seq., authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 1500 Rollin Street, South Pasadena, California, Assessor's Parcel Number 5319-004-014 ("Historic Property"). A legal description of the Historic Property is attached hereto, marked as "Exhibit A" and is incorporated herein as if fully set forth;

(iii) As set forth in South Pasadena Municipal Code Section 2.68(b)(1)(B), the Historic Property contributes to the designated Rollin Craftsman Cluster District, designated by the City Council in June 2020. The property is characterized as part of the district's area that is comprised of homes from the late 19th to the early 20th century that represent some of the earliest building stock, and development and settlement patterns of the City;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and to carry out

the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, of Division 1 of Title 5 of the California Government Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on November 18, 2026 and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one (1) year for each anniversary date of the Agreement unless otherwise specified herein.

3. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the Owner of the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

4. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

5. STANDARDS FOR HISTORIC PROPERTY. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

a. Owner shall rehabilitate, preserve and maintain the historically significant Characteristics of the Historic Property. Attached hereto, marked as "Exhibit B" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which Owner shall carry out shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the applicable provisions of the South Pasadena Municipal Code (See, Article IVH of the South Pasadena Municipal Code) and shall obtain any applicable permits necessary to protect, preserve, restore and rehabilitate the Historic Property so as to maintain its historical significance.

b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the City, the State Office of Historic Preservation of the Department of Parks and Recreation, the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historical Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as "Exhibit C".

6. LIMITATIONS. Under Section 2.68(b)(1)(C)(iii)–(vi), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the Contract is approved, unless it can be shown that the completed work was

necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

7. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the County of Los Angeles Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this Agreement.

8. PROVISION OF COMPLIANCE INFORMATION. The Owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the Owner shall agree to provide to the City on the third year of the term of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

9. BINDING EFFECT OF AGREEMENT. This Agreement shall be binding on all successors-in interest of the Owner to the benefits and burdens of this Agreement. The Agreement shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 et seq., may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 5 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster. City’s right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City’s Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a breach by Owner under the provisions of this Agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this Agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach. Should Owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Community Development Director
1414 Mission Street

South Pasadena, California 91030

Owner: Hongming Jin & Lei Hua
1500 Rollin Street
South Pasadena, California 91030

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and/or maintenance of the Historic Property and/or Owner's activities in connection with the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, attorney's fees and related costs or expenses, and the reimbursement of legal expenses and costs incurred by the City, its elected officials, employees or agendas. Owner's obligation to indemnify shall survive the termination, cancellation or expiration of this Agreement.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever. A successor in interest shall have the same rights and obligations under the Agreement as the original owner who entered into the Agreement.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent

preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of California. Venue shall be in Los Angeles County.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will prevent the portion of land condemned or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, if the City Council determines that the condemnation or acquisition frustrates the purpose of this Agreement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be canceled and this Agreement shall be deemed null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition. In such event, no cancellation fee is imposed as set forth in Government Code Section 50286. If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than twenty (20) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, by a written instrument executed by the parties that is thereafter recorded in the Office of the County Recorder of the County of Los Angeles.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within 180 days of entering into this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM

_____
Roxanne Diaz, City Attorney

OWNER:

_____
Hongming Jin

OWNER:

_____
Lei Hua

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

MILLS ACT APPLICATION & REHABILITATION PLAN

EXHIBIT C

SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

LOT 25 IN BLOCK A, OF SMITH AND JACOBS SUBDIVISION OF A PART OF LOT 2 IN BLOCK A OF MARENGO TRACT, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 26 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



Mills Act Application
1500 Rollin Street, South Pasadena

Prepared for:
City of South Pasadena
Community Development Department
1414 Mission Street
South Pasadena, California 91030

Prepared by:
Debi Howell-Ardila, MHP
Hongming Jin

April 2026

Mills Act Application

1500 Rollin Street, South Pasadena

Table of Contents

Section		Page
1	Project Background	1
2	Schedule and Reporting System	5
3	Rehabilitation and Repair Work Plan and Priorities	6
4	Financial Analysis	10

Appendices

A: Deed/Legal Description and Los Angeles County Tax Assessor Property Tax Bill, 2025
B: Owner's Letter of Intent and Photographic Overview
C: Excerpts from the National Park Service *Secretary of the Interior's Standards for Rehabilitation*, 2017, with treatment approaches and recommendations

1. Project Background

This Mills Act Historic Property Contract application was prepared by Debi Howell-Ardila, MHP, South Pasadena-based preservation specialist, for the owners of 1500 Rollin Avenue (Assessor's Parcel Number 5319-004-014). Built during an era of early residential settlement, in 1910, 1500 Rollin Street is an intact Craftsman Bungalow and a designated contributor to the Rollin Craftsman Cluster District. The property owners are seeking a Mills Act Historic Property Contract to help offset the exceptional repair needs associated with stabilizing and rehabilitating the house, to ensure its long-term preservation.



Consisting of five contributors at 1500, 1506, 1507, 1510, 1512 Rollin Street, this historic district was designated by City Council in June 2020. The Rollin Craftsman Cluster District represents a cohesive grouping of pre-World War I Craftsman-style homes on Rollin Street, between Diamond and Fairview Avenues. Recognized for its significance in pre-World War I residential development in South Pasadena, the historic district was designated under South Pasadena Criteria 1, 4, 7, and 11.

As stated in the Planning and Community Development staff report on the historic district designation:

> The homes in the proposed district represent an important period in South Pasadena's history when its architectural character began to develop in the early 20th century, and reflect the early development and settlement patterns in the City. As described in the Context Statement Report, homes constructed from the late 19th to the early 20th century represent some of the earliest building stock in South Pasadena.
>
> These homes characterize Craftsman style architecture that arose from the late 19th century English Arts and Crafts movement. Character-defining features of Craftsman style architecture homes includes 'stained wood, wide overhanging eaves, balconies, terraces extending the living space outdoors' that represent the goals of the Arts and Crafts movement for 'simplicity of design, hand craftsmanship, and relationship of the building to the climate and landscape.' The homes in the proposed historic district have minor alterations but are acceptable as the district as a whole continues to convey its integrity and significance of the early 20th Century residential development theme.[1]

The property has a California Historical Resources Status Code of "5B1" (Contributor to a historic district that is locally designated, and eligible for individual local listing). Therefore, pursuant to Section 2.68(B)(1)(a) of the South Pasadena Cultural Heritage Ordinance, the property qualifies for the Mills Act.







[1] South Pasadena Planning and Community Development Department. 30 April 2020. "Cultural Heritage Commission Agenda Report, Rollin Craftsman Cluster Historic District Designation Nomination." City of South Pasadena, California. Available at: http://www.southpasadenaca.gov.

One story in height and irregular in plan, this Craftsman Bungalow exhibits a symmetrical design composition and emphasis on the horizontal axis. The building is capped by a prominent, low-pitched, cross-gabled roof. The roof terminates in wide, overhanging eaves, accented with exposed rafter tails and latticed vents at the gable apexes. Eaves are open and accented with a pattern of alternating vertical wood planks and plaster. Exposed wood purlins mark the sides and apex of the gable.



The focal point of the design is the projecting, front-gabled entry, with wide eaves finished with a pattern of vertical wood planks and plaster. As on the side elevations, exposed wood purlins mark the sides and top of the gable, which is sheathed in wood shingles. The centered entry is flanked by tripartite wood-framed windows.

A full-width, open porch spans the façade. The porch is raised on four concrete steps, flanked with low concrete retaining walls. The porch roof displays a wood trellis, which extends to the eastern end of the porch. The trellis roof is supposed on square wood posts resting on distinctive, square brick posts with clinker brick accents and concrete caps. The primary entry consists of what appears to be the original, single wood door with a diamond-shaped light. On either side of the entry, the house features large horizontal windows composed of broad lower sashes with transoms with divided diamond-shaped lights. The main body of the house is clad in wood shiplap siding, while the gable ends are finished in wood shingles. On the west elevation, a prominent brick side chimney rises above the roofline. The landscape includes a straight concrete walkway leading to the porch steps, bordered by low plantings. The home occupies a slightly elevated lot, with a setback and berm elevating the building. Mature landscaping and trees further enhance the property. Hardscaping includes concrete sidewalk, driveway, porch steps, and landing. The property is in fair repair.

Significant repair issues and deficiencies in the house, as documented in the inspection report include: (1) the absence of anchor bolts fastening the house to the foundation, (2) the presence of outdated knob-and-tube wiring, (3) deteriorated and termite-damaged wood (including roof rafters and fascia boards as well as horizontal wood siding), and (4) leaks in the roof (and areas where there is visible daylight in the attic). In addition, the distinctive brick of the chimney and porch trellis, along with the porch's concrete landing, supports show signs of deterioration, chipping, and failing mortar in need of repointing. These items are addressed in the workplan (though roof repairs are already in progress as of April 2026 and have not been included in the Mills Act capitalized expenses).



This application includes a schedule and reporting system (Section 2), work plan (Section 3), and financial analysis (Section 4). Appendices provide the legal description and 2025 property tax bill (Appendix A); Letter of Intent and photographic overview (Appendix B), and excerpts from the Secretary of the Interior's Standards for Rehabilitation, with treatment approaches and recommendations for future project planning and implementation by the property owners and project planners and contractors (Appendix C). The property inspection report is also on file with the City and property owners and available for CHC review on request.

Figure 1. Sanborn Fire Insurance Maps, 1910 (top left), 1931 (top right), 1951 (bottom left), and current Google street view (ca. 2025, bottom right). At the time of the 1910 Sanborn map, this home was one of the first on the block, and the porch was not yet finished. Additions occurred in the northeast corner of the rear elevation, with the construction of a garage (extant by 1931) and a small extension of a notched wing (added after 1951).



Source: Los Angeles Public Library, Sanborn Fire Insurance Map Collection; modified by author.

Summary of Mills Act Application Steps Completed

In January 2026, the property owners filed a Letter of Intent to apply for the Mills Act, which was subsequently discussed at the Cultural Heritage Commission (CHC) hearing. The CHC favorably reviewed the Letter of Intent and created a subcommittee for the landmark designation to tour the property and offer input on the proposed landmark nomination and Mills Act workplan items. The subcommittee for the Mills Act application consists of CHC Vice Chair Peter Aperlo and Commissioner Kristin Carlblom.

With 1500 Rollin Street nearing 120 years of age, a number of critical preservation/rehabilitation and repair projects are needed for the property. The Mills Act property tax abatement would help the owners complete these projects and ensure the long-term preservation of this important property.

The proposed Mills Act workplan priorities are described below:

1. Structural retrofit and fastening house to foundation through anchor bolts and other stabilization as needed
2. Electrical System: fire/life safety upgrades, replacement of original knob-and-tube wiring system
3. Exterior Wood: repairs/carpentry work and repainting of wood features, including wood siding and shingles, roof eaves, and trellis; resealing and repainting in period-appropriate palette
4. Façade brick chimney: structural and brick/mortar repairs; repairs and stabilization to porch concrete landing, wood trellis, and brick trellis supports/concrete caps, which exhibit signs of chipping and failing mortar

In addition, the following item is underway as of April 2026. Due to limits on retroactive work, this expense has not been factored into the financial analysis for this application.

1. Roof System: repairs to underlying structure, re-sheathing, and repairing water damage due to water intrusion

As the owners of a distinctive historic property, the applicants understand the importance of ensuring that all repair, maintenance and rehabilitation projects follow the City guidelines and the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Each project, as well as the corresponding Standards-compliant treatment approach, is described in more detail in this application.

2. Schedule and Reporting System

Mills Act Workplan Item	Completion Year
1. Structural retrofit and fastening house to foundation through anchor bolts and other stabilization as needed	2027
2. Electrical System: fire/life safety upgrades, replacement of original knob-and-tube wiring system	2027
3. Exterior Wood: repairs/carpentry work and repainting of wood features, including wood siding and shingles, roof eaves, and trellis; resealing and repainting in period-appropriate palette	2030
4. Repairs and repointing of historic brick chimney and trellis supports; repairs to concrete caps on brick posts, which exhibit signs of chipping	2033
5. Maintenance: Termite inspections/mitigation	Annual inspection
6. Maintenance: Roof inspections and repairs as needed	Triannual inspection
7. Maintenance: Paint inspection and repairs as needed	Triannual inspection

Noncapitalized Projects

1. Roof repairs (repairs and waterproofing)	2026

Reporting System

The property owners of 1500 Rollin Street will provide bi-annual written updates to the City of South Pasadena in the final quarter of the year, documenting progress and providing updates and photographs on the Mills Act work plan.

Prior to commencement of work efforts, Certificates of Appropriateness (CoA) will be obtained by the property owners as required by the City of South Pasadena Cultural Heritage Ordinance. Progress reports will include detailed work descriptions, photographs of work completed, and copies of permits and CoAs/CHC guidance and input as applicable.

3. Description of Work Plan and Priorities

This section provides an overview of each work effort to be included in the Mills Act workplan for 1500 Rollin Street. Each work effort is designed to comply with the *Secretary's Standards*.

Proposed Project & Description	Est. Cost	Schedule

1. Structural Retrofitting and Foundation Repairs and Upgrades **$ 34,000** **2027**

The floor joists of the original 1910 property, and a small addition at the back of the house, rest on a raised concrete foundation. Although inspections did not show vertical cracks in the foundation (which are common for properties of this age, due to soil expansion), the property lacks anchor bolts to fasten it to the foundation. According to the inspection report, foundation plates should be installed to add support and stability to the property. This includes floor girders, which are presently supported by wood post-and-pier systems with no anchors. In addition, anchors clips were recommended for the rim joist, to provide a full drag strut connection.

In order to complete these tasks, all work efforts will be completed by a qualified structural engineer, according to industry standards and applicable building codes. Project design and implementation will not affect character-defining features and would avoid direct or indirect impacts to character-defining features. **See Inspection Report for additional detail.**

2. Electric System Upgrades **$28,000** **2027**

This work item includes a range of necessary electrical systems upgrades. At present, the home still retains knob and tube wiring, which was common in homes through the late 19th century through the 1940s. This old system needs replacement. In the attic, the insulation is in contact with the knob and tube wiring, which is a potential hazard. In addition, in some areas, wiring insultation is damaged and needs to be repaired/replaced.

Upgrades to the home's electrical systems will be completed to mitigate fire/life safety hazards. All work will be completed by a qualified contractor according to industry standards and applicable building codes. Project design and implementation for all systems upgrades will not affect character-defining features and would avoid direct or indirect impacts to character-defining features. **See Inspection Report for additional detail.**

Proposed Project & Description	Est. Cost	Schedule

3. Exterior wood features, carpentry, repairs, refinishing/painting **$71,000** **2030**

Exterior wood features include wood siding and shingles, exposed rafter tails, wood door, and wood porch trellis. Some wood features require repairs, limited carpentry work, and/or in-kind replacement and refinishing. **See Inspection Report for additional details on existing conditions.**

Any repairs to wood features will retain original materials to the maximum extent practicable. Paint removal will focus on gentlest means (such as hand scraping and sanding) and will focus on those areas where paint is failing. Treatments will avoid abrasive cleaning methods and use the gentlest methods possible—contractors will not use power-washing or machine sanding for wood features. Primers and coatings will be breathable and avoid materials that trap moisture.

For damaged areas, should repairs be infeasible due to the level of deterioration, replacement will be in-kind to match existing in materials, appearance, patterning, finishes/texture, and size/profile. Finishes will match existing or reflect a period-appropriate palette. Character-defining materials that are not presently painted will not be painted but rather finished in accordance with the present finish. **See Appendix C, 2017 *Standards for Rehabilitation*, Wood, for additional guidance.**

Overview of wood features






Section 3 Description of Work Plan and Priorities (continued)

Proposed Project & Description	Est. Cost	Schedule

4. Repairs to brick chimney and porch posts and concrete porch landing $38,000 2033

The home's historic brick chimney with clinker-brick detailing, as well as brick piers supporting a wood trellis, exhibit areas of deteriorated mortar, localized cracking, and weathering of individual bricks. Concrete caps atop the piers show chipping and cracking and require repair or in-kind replacement. **See Inspection Report for additional details on existing conditions.**

All work will follow the Secretary's Standards and will retain original materials to the maximum extent practicable. Mortar removal will use the gentlest means possible, to avoid damaging historic brick. Abrasive cleaning methods—including sandblasting, high-pressure washing, or harsh chemical cleaners—will not be used. Replacement mortar will be compatible with the historic masonry in composition, color, and texture, and will avoid high-Portland-cement mixes that could damage the softer historic brick. Where individual bricks are cracked beyond repair, replacement will be in-kind using brick that replicates the original in appearance, size, texture, and color variation. Concrete caps will be repaired or recast to match the original profile, dimensions, and finish. **See Appendix C, 2017 *Standards for Rehabilitation*, Masonry, for additional guidance.**

Overview of brick trellis post supports, porch landing, and brick chimney



Overview of brick trellis post supports, porch landing, and brick chimney





4. Mills Act Work Plan, Financial Analysis

Mills Act Workplan Item	Est. Cost	Schedule
1. Structural retrofit and fastening house to foundation through anchor bolts and other stabilization as needed	$34,000	2027
2. Electrical System: fire/life safety upgrades, replacement of original knob-and-tube wiring system	$28,000	2027
3. Exterior Wood: repairs/carpentry work and repainting of wood features, including wood siding and shingles, roof eaves, and trellis; resealing and repainting in period-appropriate palette	$71,000	2030
4. Repairs and repointing of historic brick chimney and trellis supports; repairs to concrete caps on brick posts, which exhibit signs of chipping	$38,000	2033

Owner's Total Investment in 1500 Rollin Street:	$ 171,000
Total Tax Savings for Owners (10-year period)	$ 168,654
Average Annual Cost to the City of South Pasadena:	**$ 4,365**

4. Mills Act Work Plan, Financial Analysis, 1500 Rollin Street (con't)

Mills Act Financial Analysis, 1500 Rollin Street

Property Address: 1500 Rollin Street, California — Assessor's ID #: 5319-004-014
Type: Single-family Residence — **Current Assessed Value:** $ 1,658,000
Landmark #: Mills Act Eligibility: Contributor to Designated Historic District, South Pasadena Register of Cultural Resources (also individually eligible)

REVENUES	Annual Increase	Current Yr 2026	Year 1 2027	Year 2 2028	Year 3 2029	Year 4 2030	Year 5 2031	Year 6 2032	Year 7 2033	Year 8 2034	Year 9 2035	Year 10 2036	
1. Monthly Revenues		5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87	6,719.58	
2. Annual Rental Income	3.0%	60,000.00	61,800.00	63,654.00	65,563.62	67,530.53	69,556.44	71,643.14	73,792.43	76,006.20	78,286.39	80,634.98	
ANNUAL EXPENSES													
3. Insurance	5.0%	2,987.00	3,136.35	3,293.17	3,457.83	3,630.72	3,812.25	4,002.87	4,203.01	4,413.16	4,633.82	4,865.51	
4. Utilities	6.0%	5,000.00	5,300.00	5,618.00	5,955.08	6,312.38	6,691.13	7,092.60	7,518.15	7,969.24	8,447.39	8,954.24	**Total Costs**
5. Maintenance	5.0%	13,000.00	13,650.00	14,332.50	15,049.13	15,801.58	16,591.66	17,421.24	18,292.31	19,206.92	20,167.27	21,175.63	$171,688.23
6/7. Management / Other		0.00											
TOTAL EXPENSES													
8. Sum lines 3 through 7		$20,987.00	$22,086.35	$23,243.67	$24,462.03	$25,744.68	$27,095.04	$28,516.70	$30,013.47	$31,589.32	$33,248.48	$34,995.38	
ANNUAL NET INCOME													
9. Line 2 minus line 8		$39,013.00	$39,713.65	$40,410.33	$41,101.59	$41,785.85	$42,461.40	$43,126.43	$43,778.97	$44,416.88	$45,037.91	$45,639.61	
CAPITALIZATION RATE													
10. Interest Component	6.50%												
11. Historic Property Risk Component	4.00%												
12. Property Tax Component	1.016%												
13. Amortization Component (Improvement/Land Value x .03)	1.13%												
14. Total Capitalization Rate	12.65%												
NEW ASSESSED VALUE													
15. Mills Act Assessment (Line 9 divided by Line 14)		$308,500.71	$315,596.23	$322,854.94	$330,280.60	$337,877.06	$345,648.23	$353,598.14	$361,730.90	$370,050.71	$378,561.87	$387,268.80	
TAXES: AMOUNT TO BE PAID													
16. Tax under Mills Act (Line 15 x .01035146)		3,193.43	3,266.88	3,342.02	3,418.89	3,497.52	3,577.96	3,660.26	3,744.44	3,830.57	3,918.67	4,008.80	
17. Current Tax	1.160%	19,222.00	19,444.98	19,670.54	19,898.72	20,129.54	20,363.04	20,599.25	20,838.21	21,079.93	21,324.46	21,571.82	**Total Tax Savings**
18. Tax Savings (Line 17 minus line 16)		16,028.57	16,178.09	16,328.52	16,479.83	16,632.02	16,785.08	16,939.00	17,093.76	17,249.36	17,405.79	17,563.02	$168,654.47
TAXES: COST TO CITY													**Annual Average**
19. Annual Cost to City	26%	$4,167.43	$4,206.30	$4,245.41	$4,284.76	$4,324.33	$4,364.12	$4,404.14	$4,444.38	$4,484.83	$4,525.50	$4,566.39	$4,365.24

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Appendix A

Legal Description of Property and Los Angeles County Tax Assessor property tax bill, 2025

This page is part of your document - DO NOT DISCARD

20250376871

Pages: 0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

06/05/25 AT 08:00AM

FEES:	31.00
TAXES:	1,980.00
OTHER:	0.00
PAID:	2,011.00

LEADSHEET

202506050140023

00025542238

015343333

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E497482

112502617

FOR REFERENCE ONLY: 20250376871
Recording Requested by: Chicago Title

RECORDING REQUESTED BY:
Elite Exclusive Escrow, Inc.
Order No. **112502617**
Escrow No. **25-1281-PJ**
Parcel No. **5319-004-014**

AND WHEN RECORDED MAIL DOCUMENT AND TAX STATEMENTS TO:

HONGMING JIN
1500 ROLLIN STREET
SOUTH PASADENA, CA 91030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS **$1,980.00** and CITY **$0.00**

- ☒ computed on full value of property conveyed, or
- ☐ computed on full value less liens or encumbrances remaining at the time of sale.
- ☐ unincorporated area: ☒ City of **South Pasadena**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **David A. Schlaifer and Nancy E. Schlaifer, Husband and Wife, as Community Property with Right of Survivorship**

hereby GRANT(S) to **Hongming Jin and Lei Hua, Husband and Wife, as Community Property with Right of Survivorship**

the following described real property in the City of **South Pasadena**, County of **Los Angeles**, State of California:

Lot 25 in Block A, of Smith And Jacobs subdivision of a part of Lot 2 in Block A of Marengo Tract, in the City of South Pasadena, County of Los Angeles, State of California, as per Map recorded in Book 17, Page 26 of miscellaneous records, in the Office of the County Recorder of said County.

More commonly known as: **1500 Rollin Street, South Pasadena, CA 91030**

Date May 22, 2025

Signature Page attached hereto and made a part hereof

MAIL TAX STATEMENTS AS DIRECTED ABOVE

SIGNATURE PAGE

Title of Document: Grant Deed

Date of Document: May 22, 2025

David A. Schlaifer

David A. Schlaifer

Nancy E. Schlaifer

Nancy E. Schlaifer

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 NEVADA
COUNTY OF Clark } S.S.

On May 23, 2025, before me, Brandon Washington, Notary Public, personally appeared **David A. Schlaifer and Nancy E. Schlaifer**, 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

BRANDON WASHINGTON
Notary Public-State of Nevada
APPT. NO. 16-2646-1
My Appt. Expires 08-15-2027

TRUE COPY CERTIFICATION

(Government Code 27361.7)

Glendale, **California**

Place of Execution (City and State)

I certify under penalty of perjury that this material is a true copy of the original material contained in this document.

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 Nevada
County of Clark

On 5/23/25 before me, Brandon Washington, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

6/4/25
Date

By: _____
Signature of Declarant

Claudia Torres
Type or Print Name

2025 **SUPPLEMENTAL** SECURED PROPERTY TAX BILL 2025

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SUPPLEMENTAL SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

ELIZABETH BUENROSTRO GINSBERG, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE, CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

ASSESSOR'S ID. NO. YR SEQ CK

DETAIL OF TAXES DUE FOR **5319 004 014 25 010 10**

PROPERTY IDENTIFICATION

ASSESSOR'S ID.NO.: 5319 004 014 25 010
TRANSFER/NEW CONSTRUCTION DATE: 06-05-25

MAILING ADDRESS 000002938 01 AB 0.641

0003386-0003386 LTRR 12-4-- GEN001 872620 PBSB22

JIN,HONGMING AND HUA,LEI
1500 ROLLIN ST
SOUTH PASADENA CA 91030-3829

AGENCY	RATE	AMOUNT
		$ 16,583.32
GENERAL TAX LEVY		
VOTED INDEBTEDNESS	.127829	2,119.83
UNIFIED SCHOOLS	.024337	403.59
COMMNTY COLLEGE	.007000	116.08
METRO WATER DIST		

ELECTRONIC FUND TRANSFER (EFT) NUMBER

ID#:19 5319 004 014 0 YEAR:25 SEQUENCE:010 0
PIN: P1QF1B

FULL YEAR SUPPLEMENTAL TAXES DUE	$19,222.82
PRORATION FACTOR SEE TEXT AUDITOR CONTROLLER	1.00
PRORATED SUPPLEMENTAL TAXES	$19,222.82

SPECIAL INFORMATION

FOR THE FOLLOWING REASON: THIS SUPPLEMENTAL ASSESSMENT IS IN COMPLIANCE WITH ARTICLE 13A OF THE CALIFORNIA CONSTITUTION. IT REFLECTS THE INCREASE IN YOUR PROPERTY TAXES DUE TO CHANGE IN OWNERSHIP OCCURRING 06-05-25.
SUPPLEMENTAL BILL DUE TO TRANSFER

ADDITIONAL CHARGES NOT SUBJECT TO PRORATION

SUPPLEMENTAL TAXES DUE		$19,222.82
FIRST INSTALLMENT TAXES DUE	01/31/26	$9,611.41
SECOND INSTALLMENT TAXES DUE	05/31/26	$9,611.41

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION

1500 ROLLIN ST SOUTH PASA
SMITH AND JACOBS SUB
BEING A SUB OF N 1/2 AND SE 1/4 OF LOT 2 BLK A MARENGO TRACT LOT 25 BLK A

VALUATION INFORMATION

ROLL YEAR 25-26	CURRENT ASSESSED VALUE	PRIOR ASSESSED VALUE	NET ASSESSED VALUE
LAND	1,260,000	56,603	1,203,397
IMPROVEMENTS	540,000	85,065	454,935
TOTAL			1,658,332
LESS EXEMPTION:			
NET SUPPLEMENTAL VALUE			1,658,332

ASSESSOR'S REGIONAL OFFICE

REGION #05 INDEX: TRA:09030
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001
PRINT NO.: 2085 AUTH. NO.:000000 AA
MAILED BY: 12-18-25

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

DETACH AND MAIL WITH YOUR PAYMENT
SAVE MONEY! SAVE TIME! PAY ONLINE!

SUPPLEMENTAL 2025

ASSR CHANGE SUP 000000 AA

ASSESSOR'S ID. NO.	YR	SEQ	CK	PK
5319 004 014	25	010	10	2

JIN,HONGMING AND HUA,LEI
1500 ROLLIN ST
SOUTH PASADENA CA 91030-3829

INDICATE AMOUNT PAID

PAYMENT DUE 05/31/26

2ND INSTALLMENT DUE
$9,611.41

IF NOT RECEIVED OR POSTMARKED BY 05/31/26
REMIT AMOUNT OF $10,582.55

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

05/31/26
LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 60186
LOS ANGELES, CA 90060-0186

30195

26325010053190040140000961141000105825519520601

2ND

Appendix B

Letter of Intent and Photographic Overview, January 2026

Jin Hongming

1500 Rollin Street
South Pasadena, California 91030
(e) yilien.lin@gmail.com

January 5, 2026

Michael Donovan, Associate Planner
Stephen Peterson, Senior Planner
Conrado Lopez, AIA, Chair, Cultural Heritage Commission
City of South Pasadena Planning & Building Department
1414 Mission Street
South Pasadena, CA 91030

Dear Mr. Donovan, Mr. Peterson, and Chair Lopez:

I am writing to express my interest in applying for the Mills Act Historic Property Contract program for my home at 1500 Rollin Street, South Pasadena (Assessor's Parcel Number 5319-004-014). Constructed in 1910, 1500 Rollin Street is an intact Craftsman Bungalow and designated contributor to the Rollin Craftsman Cluster District. This historic district was adopted by the South Pasadena City Council in June 2020, via Resolution No. 7659. The Rollin Craftsman Cluster District represents a cohesive group of early 20th-century Craftsman-style homes located along Rollin Street, between Diamond and Fairview Avenues. The district was recognized for its significance in early twentieth century residential development in South Pasadena. My house has a California Historical Resources Status Code of "5D1" (Contributor to a district that is locally designated). Therefore, pursuant to Section 2.68(B)(1)(a) of the South Pasadena Cultural Heritage Ordinance, the property qualifies for the Mills Act program.

In June 2025, I purchased 1500 Rollin Street as the primary residence for my family. When we purchased the house, a number of significant repair issues and deficiencies were identified in our inspection report (attached). These deficiencies include the absence of anchor bolts fastening the house to the foundation, the presence of knob and tube wiring, deteriorated and termite-damaged wood (including roof rafters and fascia boards as well as horizontal wood siding), and leaks in the roof (and areas where there is visible daylight in the attic). In addition, the distinctive clinker brick of the porch shows signs of deterioration and failing mortar in need of repairs and repointing.

With this, some of the repairs that we feel are most important for this first 10-year period for the Mills Act workplan include structural retrofitting; repairs, in-kind replacement, and refinishing of deteriorated wood features; repairs to inoperable windows and clinker brick porch features; and repairs to the brick chimney and hearth, which has areas with cracking and deterioration and does not have the proper flashing along the exterior at the roof.

Our home will turn 126 years old this year, so these are only a few of the rehabilitation items we anticipate needing to complete in the next decade. We are seeking a Mills Act Historic Property Contract to make it possible for us to rehabilitate and repair the house, to ensure its long-term preservation.

To make sure our Mills Act workplan meets the City's requirements, we have asked local preservation specialist Debi Howell-Ardila to prepare our application and represent us before the CHC and City Council. She has conducted a site visit and started a literature review for the property; based on this, Debi has shared her opinion that our application meets the City's requirements and would be a strong candidate for a Mills Act contract, based on the number of significant repairs and upgrades that are needed.

Following this letter, you'll find a brief overview of the existing conditions of our house. Thank you for your consideration and I look forward to hearing from you on next steps.

Sincerely,

Jin Hongming

Figure 1 1500 Rollin Street, overviews of façade (south elevation)





Figure 2 Overview of side (west) elevation



Figure 3 Overview of side (east) elevation, from south perspective (top) and east perspective (bottom); shows clinker brick porch supports, horizontal wood siding, wood trellis, and concrete porch with cracking and deteriorated cap and signs of efflorescence





Figure 4 Overview of rear (north) elevation





Figure 5 Garage and overview of rear elevation of parcel





Figure 6 Detail of representative wood shingles, siding, and roof features in need of repairs, in-kind replacement, and repainting using gentlest means possible; west elevation



Figure 7 Detail of brick chimney and wood features, west elevation





Figure 8 Detail of wood siding and foundation materials in need of repairs; east elevation



Figure 9 Overview of porch, façade (south) elevation



Figure 10 Overview of porch, brick porch piers and wood trellis and railings (top) and concrete stairs and landing (bottom), façade (south) elevation





Figure 11 Overview of porch, façade (south) elevation



Figure 12 Detail of water damaged and chipped concrete and brick, front porch







Figure 13 Detail of roof features, east elevation (top) and north elevation (bottom)



Figure 14 Details and overview of windows





Figure 15 Details and overview of windows





Appendix C

Excerpts from National Park Service, "Secretary of the Interior's Standards for Rehabilitation," 2017, with treatment recommendations

STANDARDS FOR REHABILITATION & GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

Rehabilitation

Rehabilitation is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.



Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS

INTRODUCTION

In **Rehabilitation,** historic building materials and character-defining features are protected and maintained as they are in the treatment Preservation. However, greater latitude is given in the **Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings** to replace extensively deteriorated, damaged, or missing features using either the same material or compatible substitute materials. Of the four treatments, only **Rehabilitation** allows alterations and the construction of a new addition, if necessary for a continuing or new use for the historic building.

Identify, Retain, and Preserve Historic Materials and Features

The guidance for the treatment **Rehabilitation** begins with recommendations to identify the form and detailing of those architectural materials and features that are important in defining the building's historic character and which must be retained to preserve that character. Therefore, guidance on ***identifying, retaining, and preserving*** character-defining features is always given first.

Protect and Maintain Historic Materials and Features

After identifying those materials and features that are important and must be retained in the process of **Rehabilitation** work, then ***protecting and maintaining*** them are addressed. Protection generally involves the least degree of intervention and is preparatory to other work. Protection includes the maintenance of historic materials and features as well as ensuring that the property is protected before and during rehabilitation work. A historic building undergoing rehabilitation will often require more extensive work. Thus, an overall evaluation of its physical condition should always begin at this level.

Repair Historic Materials and Features

Next, when the physical condition of character-defining materials and features warrants additional work, ***repairing*** is recommended. **Rehabilitation** guidance for the repair of historic materials, such as masonry, again begins with the least degree of intervention possible. In rehabilitation, repairing also includes the limited replacement in kind or with a compatible substitute material of extensively deteriorated or missing components of features when there are surviving prototypes features that can be substantiated by documentary and physical evidence. Although using the same kind of material is always the preferred option, a substitute material may be an acceptable alternative if the form, design, and scale, as well as the substitute material itself, can effectively replicate the appearance of the remaining features.

Replace Deteriorated Historic Materials and Features

Following repair in the hierarchy, **Rehabilitation** guidance is provided for ***replacing*** an entire character-defining feature with new material because the level of deterioration or damage of materials precludes repair. If the missing feature is character defining or if it is critical to the survival of the building (e.g., a roof), it should be replaced to match the historic feature based on physical or his-

toric documentation of its form and detailing. As with repair, the preferred option is always replacement of the entire feature in kind (i.e., with the same material, such as wood for wood). However, when this is not feasible, a compatible substitute material that can reproduce the overall appearance of the historic material may be considered.

It should be noted that, while the National Park Service guidelines recommend the replacement of an entire character-defining feature that is extensively deteriorated, the guidelines never recommend removal and replacement with new material of a feature that could reasonably be repaired and, thus, preserved.

Design for the Replacement of Missing Historic Features

When an entire interior or exterior feature is missing, such as a porch, it no longer plays a role in physically defining the historic character of the building unless it can be accurately recovered in form and detailing through the process of carefully documenting the historic appearance. If the feature is not critical to the survival of the building, allowing the building to remain without the feature is one option. But if the missing feature is important to the historic character of the building, its replacement is always recommended in the **Rehabilitation** guidelines as the first, or preferred, course of action. If adequate documentary and physical evidence exists, the feature may be accurately reproduced. A second option in a rehabilitation treatment for replacing a missing feature, particularly when the available information about the feature is inadequate to permit an accurate reconstruction, is to ***design*** a new feature that is compatible with the overall historic character of the building. The new design should always take into account the size, scale, and material of the building itself and should be clearly differentiated from the authentic historic features. For properties that have changed over time, and where those changes have acquired significance, reestablishing missing historic features generally should not be undertaken if the missing features did not coexist with the features currently on the building. Juxtaposing historic features that did not exist concurrently will result in a false sense of the building's history.

Alterations

Some exterior and interior alterations to a historic building are generally needed as part of a **Rehabilitation** project to ensure its continued use, but it is most important that such alterations do not radically change, obscure, or destroy character-defining spaces, materials, features, or finishes. Alterations may include changes to the site or setting, such as the selective removal of buildings or other features of the building site or setting that are intrusive, not character defining, or outside the building's period of significance.

Code-Required Work: Accessibility and Life Safety

Sensitive solutions to meeting code requirements in a **Rehabilitation** project are an important part of protecting the historic character of the building. Work that must be done to meet accessibility and life-safety requirements must also be assessed for its potential impact on the historic building, its site, and setting.

Resilience to Natural Hazards

Resilience to natural hazards should be addressed as part of a **Rehabilitation** project. A historic building may have existing characteristics or features that help to address or minimize the impacts of natural hazards. These should always be used to best advantage when considering new adaptive treatments so as to have the least impact on the historic character of the building, its site, and setting.

Sustainability

Sustainability should be addressed as part of a **Rehabilitation** project. Good preservation practice is often synonymous with sustainability. Existing energy-efficient features should be retained and repaired. Only sustainability treatments should be considered that will have the least impact on the historic character of the building.

The topic of sustainability is addressed in detail in *The Secretary of the Interior's Standards for Rehabilitation & Illustrated Guidelines on Sustainability for Rehabilitating Historic Buildings.*

New Exterior Additions and Related New Construction

Rehabilitation is the only treatment that allows expanding a historic building by enlarging it with an addition. However, the **Rehabilitation** guidelines emphasize that new additions should be considered only after it is determined that meeting specific new needs cannot be achieved by altering non-character-defining interior spaces. If the use cannot be accommodated in this way, then an attached exterior addition may be considered. New additions should be designed and constructed so that the character-defining features of the historic building, its site, and setting are not negatively impacted. Generally, a new addition should be subordinate to the historic building. A new addition should be compatible, but differentiated enough so that it is not confused as historic or original to the building. The same guidance applies to new construction so that it does not negatively impact the historic character of the building or its site.

Rehabilitation as a Treatment. *When repair and replacement of deteriorated features are necessary; when alterations or additions to the property are planned for a new or continued use; and when its depiction at a particular time is not appropriate, Rehabilitation may be considered as a treatment. Prior to undertaking work, a documentation plan for Rehabilitation should be developed.*

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining and preserving masonry features that are important in defining the overall historic character of the building (such as walls, brackets, railings, cornices, window and door surrounds, steps, and columns) and decorative ornament and other details, such as tooling and bonding patterns, coatings, and color.	Removing or substantially changing masonry features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Replacing or rebuilding a major portion of exterior masonry walls that could be repaired, thereby destroying the historic integrity of the building. Applying paint or other coatings (such as stucco) to masonry that has been historically unpainted or uncoated to create a new appearance. Removing paint from historically-painted masonry.
Protecting and maintaining masonry by ensuring that historic drainage features and systems that divert rainwater from masonry surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.	Failing to identify and treat the causes of masonry deterioration, such as leaking roofs and gutters or rising damp.
Cleaning masonry only when necessary to halt deterioration or remove heavy soiling.	Cleaning masonry surfaces when they are not heavily soiled to create a "like-new" appearance, thereby needlessly introducing chemicals or moisture into historic materials.
Carrying out masonry cleaning tests when it has been determined that cleaning is appropriate. Test areas should be examined to ensure that no damage has resulted and, ideally, monitored over a sufficient period of time to allow long-range effects to be predicted.	Cleaning masonry surfaces without testing or without sufficient time for the testing results to be evaluated.



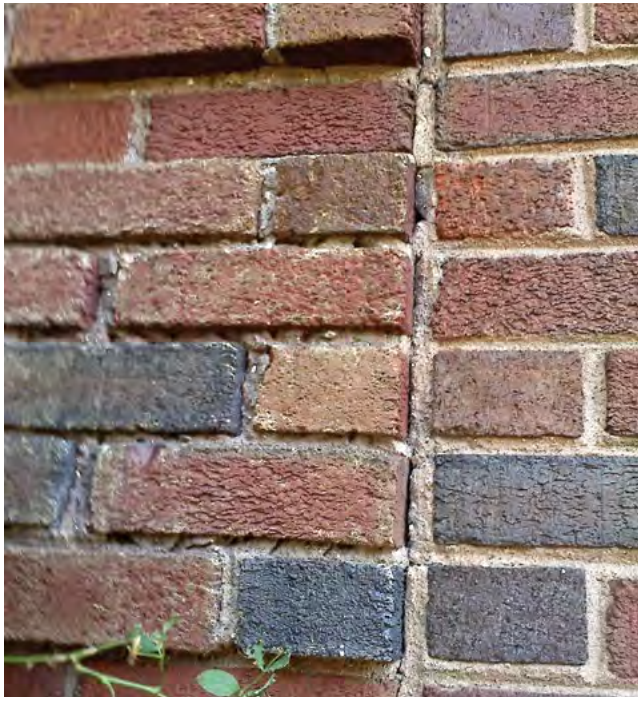
[1] An alkaline-based product is appropriate to use to clean historic marble because it will not damage the marble, which is acid sensitive.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Cleaning soiled masonry surfaces with the gentlest method possible, such as using low-pressure water and detergent and natural bristle or other soft-bristle brushes.	Cleaning or removing paint from masonry surfaces using most abrasive methods (including sandblasting, other media blasting, or high-pressure water) which can damage the surface of the masonry and mortar joints. Using a cleaning or paint-removal method that involves water or liquid chemical solutions when there is any possibility of freezing temperatures. Cleaning with chemical products that will damage some types of masonry (such as using acid on limestone or marble), or failing to neutralize or rinse off chemical cleaners from masonry surfaces.



[3] **Not Recommended:**
The white film on the upper corner of this historic brick row house is the result of using a scrub or slurry coating, rather than traditional repointing by hand, which is the recommended method.



[4] **Not Recommended:**
The quoins on the left side of the photo show that high-pressure abrasive blasting used to remove paint can damage even early 20th-century, hard-baked, textured brick and erode the mortar, whereas the same brick on the right, which was not abrasively cleaned, is undamaged.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using biodegradable or environmentally-safe cleaning or paint-removal products.	
Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.	
Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.	
Allowing only trained conservators to use abrasive or laser-cleaning methods, when necessary, to clean hard-to-reach, highly-carved, or detailed decorative stone features.	
Removing damaged or deteriorated paint only to the next sound layer using the gentlest method possible (e.g., hand scraping) prior to repainting.	Removing paint that is firmly adhered to masonry surfaces, unless the building was unpainted historically and the paint can be removed without damaging the surface.
Applying compatible paint coating systems to historically-painted masonry following proper surface preparation.	Failing to follow manufacturers' product and application instructions when repainting masonry features.
Repainting historically-painted masonry features with colors that are appropriate to the historic character of the building and district.	Using paint colors on historically-painted masonry features that are not appropriate to the historic character of the building and district.
Protecting adjacent materials when cleaning or removing paint from masonry features.	Failing to protect adjacent materials when cleaning or removing paint from masonry features.
Evaluating the overall condition of the masonry to determine whether more than protection and maintenance, such as repairs to masonry features, will be necessary.	Failing to undertake adequate measures to ensure the protection of masonry features.
Repairing masonry by patching, splicing, consolidating, or otherwise reinforcing the masonry using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of masonry features when there are surviving prototypes, such as terra-cotta brackets or stone balusters.	Removing masonry that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials. Replacing an entire masonry feature, such as a cornice or balustrade, when repair of the masonry and limited replacement of deteriorated or missing components are feasible.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Repairing masonry walls and other masonry features by repointing the mortar joints where there is evidence of deterioration, such as disintegrating mortar, cracks in mortar joints, loose bricks, or damaged plaster on the interior.	Removing non-deteriorated mortar from sound joints and then repointing the entire building to achieve a more uniform appearance.
Removing deteriorated lime mortar carefully by hand raking the joints to avoid damaging the masonry.	
Using power tools only on horizontal joints on brick masonry in conjunction with hand chiseling to remove hard mortar that is deteriorated or that is a non-historic material which is causing damage to the masonry units. Mechanical tools should be used only by skilled masons in limited circumstances and generally not on short, vertical joints in brick masonry.	Allowing unskilled workers to use masonry saws or mechanical tools to remove deteriorated mortar from joints prior to repointing.
Duplicating historic mortar joints in strength, composition, color, and texture when repointing is necessary. In some cases, a lime-based mortar may also be considered when repointing Portland cement mortar because it is more flexible.	Repointing masonry units with mortar of high Portland cement content (unless it is the content of the historic mortar). Using "surface grouting" or a "scrub" coating technique, such as a "sack rub" or "mortar washing," to repoint exterior masonry units instead of traditional repointing methods. Repointing masonry units (other than concrete) with a synthetic caulking compound instead of mortar.
Duplicating historic mortar joints in width and joint profile when repointing is necessary.	Changing the width or joint profile when repointing.
Repairing stucco by removing the damaged material and patching with new stucco that duplicates the old in strength, composition, color, and texture.	Removing sound stucco or repairing with new stucco that is different in composition from the historic stucco. Patching stucco or concrete without removing the source of deterioration. Replacing deteriorated stucco with synthetic stucco, an exterior finish and insulation system (EFIS), or other non-traditional materials.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using mud plaster or a compatible lime-plaster adobe render, when appropriate, to repair adobe.	Applying cement stucco, unless it already exists, to adobe.
Sealing joints in concrete with appropriate flexible sealants and backer rods, when necessary.	
Cutting damaged concrete back to remove the source of deterioration, such as corrosion on metal reinforcement bars. The new patch must be applied carefully so that it will bond satisfactorily with and match the historic concrete.	Patching damaged concrete without removing the source of deterioration.



[5] Rebars in the reinforced concrete ceiling have rusted, causing the concrete to spall. The rebars must be cleaned of rust before the concrete can be patched.



[6] Some areas of the concrete brise soleil screen on this building constructed in 1967 are badly deteriorated. If the screen cannot be repaired, it may be replaced in kind or with a composite substitute material with the same appearance as the concrete.

MASONRY: STONE, BRICK, TERRA COTTA, CONCRETE, ADOBE, STUCCO, AND MORTAR

RECOMMENDED	NOT RECOMMENDED
Using a non-corrosive, stainless-steel anchoring system when replacing damaged stone, concrete, or terra-cotta units that have failed.	
Applying non-historic surface treatments, such as water-repellent coatings, to masonry only after repointing and only if masonry repairs have failed to arrest water penetration problems.	Applying waterproof, water-repellent, or non-original historic coatings (such as stucco) to masonry as a substitute for repointing and masonry repairs.
Applying permeable, anti-graffiti coatings to masonry when appropriate.	Applying water-repellent or anti-graffiti coatings that change the historic appearance of the masonry or that may trap moisture if the coating is not sufficiently permeable.
Replacing in kind an entire masonry feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples can include large sections of a wall, a cornice, pier, or parapet. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a masonry feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the masonry feature.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new masonry feature that is incompatible in size, scale, material, or color.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining and preserving wood features that are important in defining the overall historic character of the building (such as siding, cornices, brackets, window and door surrounds, and steps) and their paints, finishes, and colors.	Removing or substantially changing wood features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic wood from a façade instead of repairing or replacing only the deteriorated wood, then reconstructing the façade with new material to achieve a uniform or "improved" appearance. Changing the type of finish, coating, or historic color of wood features, thereby diminishing the historic character of the exterior. Failing to renew failing paint or other coatings that are historic finishes. Stripping historically-painted surfaces to bare wood and applying a clear finish rather than repainting. Stripping paint or other coatings to reveal bare wood, thereby exposing historically-coated surfaces to the effects of accelerated weathering. Removing wood siding (clapboards) or other covering (such as stucco) from log structures that were covered historically, which changes their historic character and exposes the logs to accelerated deterioration.
Protecting and maintaining wood features by ensuring that historic drainage features that divert rainwater from wood surfaces (such as roof overhangs, gutters, and downspouts) are intact and functioning properly.	Failing to identify and treat the causes of wood deterioration, such as faulty flashing, leaking gutters, cracks and holes in siding, deteriorated caulking in joints and seams, plant material growing too close to wood surfaces, or insect or fungal infestation.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Applying chemical preservatives or paint to wood features that are subject to weathering, such as exposed beam ends, outriggers, or rafter tails.	Using chemical preservatives (such as creosote) which, unless they were used historically, can change the appearance of wood features.
Implementing an integrated pest management plan to identify appropriate preventive measures to guard against insect damage, such as installing termite guards, fumigating, and treating with chemicals.	
Retaining coatings (such as paint) that protect the wood from moisture and ultraviolet light. Paint removal should be considered only when there is paint surface deterioration and as part of an overall maintenance program which involves repainting or applying other appropriate coatings.	Stripping paint or other coatings from wood features without recoating.



[8] Rotted clapboards have been replaced selectively with new wood siding to match the originals.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Removing damaged or deteriorated paint to the next sound layer using the gentlest method possible (e.g., hand scraping and hand sanding) prior to repainting.	Using potentially-damaging paint-removal methods on wood surfaces, such as open-flame torches, orbital sanders, abrasive methods (including sandblasting, other media blasting, or high-pressure water), or caustic paint-removers. Removing paint that is firmly adhered to wood surfaces.
Using chemical strippers primarily to supplement other methods such as hand scraping, hand sanding, and thermal devices.	Failing to neutralize the wood thoroughly after using chemical paint removers so that new paint may not adhere. Removing paint from detachable wood features by soaking them in a caustic solution, which may roughen the surface, split the wood, or result in staining from residual acids leaching out of the wood.
Using biodegradable or environmentally-safe cleaning or paint-removal products.	
Using paint-removal methods that employ a poultice to which paint adheres, when possible, to neatly and safely remove old lead paint.	
Using thermal devices (such as infrared heaters) carefully to remove paint when it is so deteriorated that total removal is necessary prior to repainting.	Using a thermal device to remove paint from wood features without first checking for and removing any flammable debris behind them. Using thermal devices without limiting the amount of time the wood feature is exposed to heat.
Using coatings that encapsulate lead paint, when possible, where the paint is not required to be removed to meet environmental regulations.	
Applying compatible paint coating systems to historically-painted wood following proper surface preparation.	Failing to follow manufacturers' product and application instructions when repainting wood features.
Repainting historically-painted wood features with colors that are appropriate to the building and district.	Using paint colors on historically-painted wood features that are not appropriate to the building or district.

WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Protecting adjacent materials when working on other wood features.	Failing to protect adjacent materials when working on wood features.
Evaluating the overall condition of the wood to determine whether more than protection and maintenance, such as repairs to wood features, will be necessary.	Failing to undertake adequate measures to ensure the protection of wood features.



[9] Smooth-surfaced cementitious siding (left) may be used to replace deteriorated wood siding only on secondary elevations that have minimal visibility.

[10] **Not Recommended:** Cementitious siding with a raised wood-grain texture is not an appropriate material to replace historic wood siding, which has a smooth surface when painted.



WOOD: CLAPBOARD, WEATHERBOARD, SHINGLES, AND OTHER FUNCTIONAL AND DECORATIVE ELEMENTS

RECOMMENDED	NOT RECOMMENDED
Repairing wood by patching, splicing, consolidating, or otherwise reinforcing the wood using recognized conservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of wood features when there are surviving prototypes, such as brackets, molding, or sections of siding.	Removing wood that could be stabilized, repaired, and conserved, or using untested consolidants and unskilled personnel, potentially causing further damage to historic materials. Replacing an entire wood feature, such as a cornice or balustrade, when repair of the wood and limited replacement of deteriorated or missing components is feasible.
Replacing in kind an entire wood feature that is too deteriorated to repair (if the overall form and detailing are still evident) using physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such wood features include a cornice, entablature, or a balustrade. If using wood is not feasible, then a compatible substitute material may be considered.	Removing a wood feature that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the wood feature.
Replacing a deteriorated wood feature or wood siding on a *primary or other highly-visible* elevation with a new matching wood feature.	Replacing a deteriorated wood feature or wood siding on a *primary or other highly-visible elevation* with a composite substitute material.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement masonry feature, such as a step or door pediment, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing masonry feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new wood feature that is incompatible in size, scale, material, or color.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving metal features that are important in defining the overall historic character of the building (such as columns, capitals, pilasters, spandrel panels, or stairways) and their paints, finishes, and colors. The type of metal should be identified prior to work because each metal has its own properties and may require a different treatment.	Removing or substantially changing metal features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic metal from a façade instead of repairing or replacing only the deteriorated metal, then reconstructing the façade with new material to achieve a uniform or "improved" appearance.
Protecting and maintaining metals from corrosion by providing proper drainage so that water does not stand on flat, horizontal surfaces or accumulate in curved decorative features.	Failing to identify and treat the causes of corrosion, such as moisture from leaking roofs or gutters. Placing incompatible metals together without providing an appropriate separation material. Such incompatibility can result in galvanic corrosion of the less noble metal (e.g., copper will corrode cast iron, steel, tin, and aluminum).
Cleaning metals when necessary to remove corrosion prior to repainting or applying appropriate protective coatings.	Leaving metals that must be protected from corrosion uncoated after cleaning.



[11] The stainless steel doors at the entrance to this Art Deco apartment building are important in defining its historic character and should be retained in place.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Identifying the particular type of metal prior to any cleaning procedure and then testing to ensure that the gentlest cleaning method possible is selected; or, alternatively, determining that cleaning is inappropriate for the particular metal.	Using cleaning methods which alter or damage the color, texture, or finish of the metal, or cleaning when it is inappropriate for the particular metal. Removing the patina from historic metals. The patina may be a protective layer on some metals (such as bronze or copper) as well as a distinctive finish.
Using non-corrosive chemical methods to clean soft metals (such as lead, tinplate, terneplate, copper, and zinc) whose finishes can be easily damaged by abrasive methods.	Cleaning soft metals (such as lead, tinplate, terneplate, copper, and zinc) with abrasive methods (including sandblasting, other abrasive media, or high-pressure water) which will damage the surface of the metal.
Using the least abrasive cleaning method for hard metals (such as cast iron, wrought iron, and steel) to remove paint buildup and corrosion. If hand scraping and wire brushing have proven ineffective, low-pressure abrasive methods may be used as long as they do not abrade or damage the surface.	Using high-pressure abrasive techniques (including sandblasting, other media blasting, or high-pressure water) without first trying gentler cleaning methods prior to cleaning cast iron, wrought iron, or steel.
Applying appropriate paint or other coatings to historically-coated metals after cleaning to protect them from corrosion.	Applying paint or other coatings to metals (such as copper, bronze or stainless steel) if they were not coated historically, unless a coating is necessary for maintenance.
Repainting historically-painted metal features with colors that are appropriate to the building and district.	Using paint colors on historically-painted metal features that are not appropriate to the building or district.
Applying an appropriate protective coating (such as lacquer or wax) to a metal feature that was historically unpainted, such as a bronze door, which is subject to heavy use.	

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Protecting adjacent materials when cleaning or removing paint from metal features.	Failing to protect adjacent materials when working on metal features.
Evaluating the overall condition of metals to determine whether more than protection and maintenance, such as repairs to metal features, will be necessary.	Failing to undertake adequate measures to ensure the protection of metal features.



[12] This historic steel window has been cleaned, repaired, and primed in preparation for painting and reglazing.



[13] The gold-colored, anodized aluminum geodesic dome of the former Citizen's State Bank in Oklahoma City, OK, built in 1958 and designed by Robert Roloff, makes this a distinctive mid-20th century building.

METALS: WROUGHT AND CAST IRON, STEEL, PRESSED METAL, TERNEPLATE, COPPER, ALUMINUM, AND ZINC

RECOMMENDED	NOT RECOMMENDED
Repairing metal by reinforcing the metal using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing components of features when there are surviving prototypes, such as column capitals or bases, storefronts, railings and steps, or window hoods.	Removing metals that could be stabilized, repaired, and conserved, or using improper repair techniques, or unskilled personnel, potentially causing further damage to historic materials.
Replacing in kind an entire metal feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include cast-iron porch steps or steel-sash windows. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Replacing an entire metal feature, such as a column or balustrade, when repair of the metal and limited replacement of deteriorated or missing components are feasible. Removing a metal feature that is unrepairable and not replacing it, or replacing it with a new metal feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the surviving components of the metal feature or that is physically or chemically incompatible.
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a replacement metal feature, such as a metal cornice or cast-iron column, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing metal feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new metal feature that is incompatible in size, scale, material, or color.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving roofs and their functional and decorative features that are important in defining the overall historic character of the building. The form of the roof (gable, hipped, gambrel, flat, or mansard) is significant, as are its decorative and functional features (such as cupolas, cresting, parapets, monitors, chimneys, weather vanes, dormers, ridge tiles, and snow guards), roofing material (such as slate, wood, clay tile, metal, roll roofing, or asphalt shingles), and size, color, and patterning.	Removing or substantially changing roofs which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Removing a major portion of the historic roof or roofing material that is repairable, then rebuilding it with new material to achieve a more uniform or "improved" appearance. Changing the configuration or shape of a roof by adding highly visible new features (such as dormer windows, vents, skylights, or a penthouse). Stripping the roof of sound historic material, such as slate, clay tile, wood, or metal.
Protecting and maintaining a roof by cleaning gutters and downspouts and replacing deteriorated flashing. Roof sheathing should also be checked for indications of moisture due to leaks or condensation.	Failing to clean and maintain gutters and downspouts properly so that water and debris collect and cause damage to roof features, sheathing, and the underlying roof structure.
Providing adequate anchorage for roofing material to guard against wind damage and moisture penetration.	Allowing flashing, caps, and exposed fasteners to corrode, which accelerates deterioration of the roof.
Protecting a leaking roof with a temporary waterproof membrane with a synthetic underlayment, roll roofing, plywood, or a tarpaulin until it can be repaired.	Leaving a leaking roof unprotected so that accelerated deterioration of historic building materials (such as masonry, wood, plaster, paint, and structural members) occurs.
Repainting a roofing material that requires a protective coating and was painted historically (such as a terneplate metal roof or gutters) as part of regularly-scheduled maintenance.	Failing to repaint a roofing material that requires a protective coating and was painted historically as part of regularly-scheduled maintenance.
Applying compatible paint coating systems to historically-painted roofing materials following proper surface preparation.	Applying paint or other coatings to roofing material if they were not coated historically.
Protecting a roof covering when working on other roof features.	Failing to protect roof coverings when working on other roof features.
Evaluating the overall condition of the roof and roof features to determine whether more than protection and maintenance, such as repairs to roof features, will be necessary.	Failing to undertake adequate measures to ensure the protection of roof features.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Repairing a roof by ensuring that the existing historic or compatible non-historic roof covering is sound and waterproof. Repair may include the limited replacement in kind or with a compatible substitute material of missing materials (such as wood shingles, slates, or tiles) on a main roof, as well as those extensively deteriorated or missing components of features when there are surviving prototypes, such as ridge tiles, dormer roofing, or roof monitors. Using corrosion-resistant roof fasteners (e.g., nails and clips) to repair a roof to help extend its longevity.	Replacing an entire roof feature when repair of the historic roofing materials and limited replacement of deteriorated or missing components are feasible.



[16] The deteriorated asphalt shingles of this porch roof are being replaced in kind with matching shingles.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Replacing in kind an entire roof covering or feature that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. Examples of such a feature could include a large section of roofing, a dormer, or a chimney. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a feature of the roof that is unrepairable and not replacing it, or replacing it with a new roof feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the roof covering or the surviving components of the roof feature or that is physically or chemically incompatible.
Replacing only missing or damaged roofing tiles or slates rather than replacing the entire roof covering.	Failing to reuse intact slate or tile in good condition when only the roofing substrate or fasteners need replacement.
Replacing an incompatible roof covering or any deteriorated non-historic roof covering with historically-accurate roofing material, if known, or another material that is compatible with the historic character of the building.	
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new roof covering for a missing roof or a new feature, such as a dormer or a monitor, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing roof feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Introducing a new roof feature that is incompatible in size, scale, material, or color.

ROOFS

RECOMMENDED	NOT RECOMMENDED
Alterations and Additions for a New Use	
Installing mechanical and service equipment on the roof (such as heating and air-conditioning units, elevator housing, or solar panels) when required for a new use so that they are inconspicuous on the site and from the public right-of-way and do not damage or obscure character-defining historic features.	Installing roof-top mechanical or service equipment so that it damages or obscures character-defining roof features or is conspicuous on the site or from the public right-of-way.
Designing rooftop additions, elevator or stair towers, decks or terraces, dormers, or skylights when required by a new or continuing use so that they are inconspicuous and minimally visible on the site and from the public right-of-way and do not damage or obscure character-defining historic features.	Changing a character-defining roof form, or damaging or destroying character-defining roofing material as a result of an incompatible rooftop addition or improperly-installed or highly-visible mechanical equipment.
Installing a green roof or other roof landscaping, railings, or furnishings that are not visible on the site or from the public right-of-way and do not damage the roof structure.	Installing a green roof or other roof landscaping, railings, or furnishings that are visible on the site and from the public right-of-way.



[17] New wood elements have been used selectively to replace rotted wood on the underside of the roof in this historic warehouse.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Identifying, retaining, and preserving windows and their functional and decorative features that are important to the overall character of the building. The window material and how the window operates (e.g., double hung, casement, awning, or hopper) are significant, as are its components (including sash, muntins, ogee lugs, glazing, pane configuration, sills, mullions, casings, or brick molds) and related features, such as shutters.	Removing or substantially changing windows or window features which are important in defining the overall historic character of the building so that, as a result, the character is diminished. Changing the appearance of windows that contribute to the historic character of the building by replacing materials, finishes, or colors which noticeably change the sash, depth of the reveal, and muntin configurations; the reflectivity and color of the glazing; or the appearance of the frame. Obscuring historic wood window trim with metal or other material. Replacing windows solely because of peeling paint, broken glass, stuck sash, or high air infiltration. These conditions, in themselves, do not indicate that windows are beyond repair.
Protecting and maintaining the wood or metal which comprises the window jamb, sash, and trim through appropriate treatments, such as cleaning, paint removal, and reapplication of protective coating systems.	Failing to protect and maintain window materials on a cyclical basis so that deterioration of the window results.
Protecting windows against vandalism before work begins by covering them and by installing alarm systems that are keyed into local protection agencies.	Leaving windows unprotected and subject to vandalism before work begins, thereby also allowing the interior to be damaged if it can be accessed through unprotected windows.
Making windows weathertight by recaulking gaps in fixed joints and replacing or installing weatherstripping.	
Protecting windows from chemical cleaners, paint, or abrasion during work on the exterior of the building.	Failing to protect historic windows from chemical cleaners, paint, or abrasion when work is being done on the exterior of the building.
Protecting and retaining historic glass when replacing putty or repairing other components of the window.	Failing to protect the historic glass when making window repairs.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Sustaining the historic operability of windows by lubricating friction points and replacing broken components of the operating system (such as hinges, latches, sash chains or cords) and replacing deteriorated gaskets or insulating units.	Failing to maintain windows and window components so that windows are inoperable, or sealing operable sash permanently. Failing to repair and reuse window hardware such as sash lifts, latches, and locks.
Adding storm windows with a matching or a one-over-one pane configuration that will not obscure the characteristics of the historic windows. Storm windows improve energy efficiency and are especially beneficial when installed over wood windows because they also protect them from accelerated deterioration.	
Adding interior storm windows as an alternative to exterior storm windows when appropriate.	



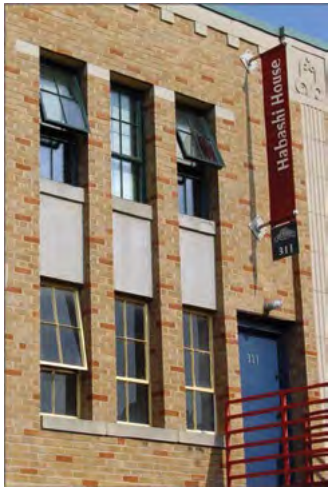
[18] The historic metal storm windows in this 1920s office building were retained and repaired during the rehabilitation project.

[19] Installing a mockup of a proposed replacement window can be helpful to evaluate how well the new windows will match the historic windows that are missing or too deteriorated to repair.



WINDOWS

RECOMMENDED	NOT RECOMMENDED
Installing sash locks, window guards, removable storm windows, and other reversible treatments to meet safety, security, or energy conservation requirements.	
Evaluating the overall condition of the windows to determine whether more than protection and maintenance, such as repairs to windows and window features, will be necessary.	Failing to undertake adequate measures to ensure the protection of window features.
Repairing window frames and sash by patching, splicing, consolidating, or otherwise reinforcing them using recognized preservation methods. Repair may include the limited replacement in kind or with a compatible substitute material of those extensively deteriorated, broken, or missing components of features when there are surviving prototypes, such as sash, sills, hardware, or shutters.	Removing window features that could be stabilized, repaired, or conserved using untested consolidants, improper repair techniques, or unskilled personnel, potentially causing further damage to the historic materials. Replacing an entire window when repair of the window and limited replacement of deteriorated or missing components are feasible.
Removing glazing putty that has failed and applying new putty; or, if glass is broken, carefully removing all putty, replacing the glass, and reputtying.	
Installing new glass to replace broken glass which has the same visual characteristics as the historic glass.	
Replacing in kind an entire window that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature or when the replacement can be based on historic documentation. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a character-defining window that is unrepairable or is not needed for the new use and blocking up the opening, or replacing it with a new window that does not match. Using substitute material for the replacement that does not convey the same appearance of the surviving components of the window or that is physically incompatible.



[21] The windows on the lower floor, which were too deteriorated to repair, were replaced with new steel windows matching the upper-floor historic windows that were retained.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Modifying a historic single-glazed sash to accommodate insulated glass when it will not jeopardize the soundness of the sash or significantly alter its appearance.	Modifying a historic single-glazed sash to accommodate insulated glass when it will jeopardize the soundness of the sash or significantly alter its appearance.
Using low-e glass with the least visible tint in new or replacement windows.	Using low-e glass with a dark tint in new or replacement windows, thereby negatively impacting the historic character of the building.
Using window grids rather than true divided lights on windows on the upper floors of high-rise buildings if they will not be noticeable.	Using window grids rather than true divided lights on windows in low-rise buildings or on lower floors of high-rise buildings where they will be noticeable, resulting in a change to the historic character of the building.
Ensuring that spacer bars in between double panes of glass are the same color as the window sash.	Using spacer bars in between double panes of glass that are not the same color as the window sash.
Replacing all of the components in a glazing system if they have failed because of faulty design or materials that have deteriorated with new material that will improve the window performance without noticeably changing the historic appearance.	Replacing all of the components in a glazing system with new material that will noticeably change the historic appearance.
Replacing incompatible, non-historic windows with new windows that are compatible with the historic character of the building; or reinstating windows in openings that have been filled in.	
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new window or its components, such as frames, sash, and glazing, when the historic feature is completely missing. It may be an accurate restoration based on documentary and physical evidence, but only when the historic feature to be replaced coexisted with the features currently on the building. Or, it may be a new design that is compatible with the size, scale, material, and color of the historic building.	Creating an inaccurate appearance because the replacement for the missing window is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature to be replaced did not coexist with the features currently on the building. Installing replacement windows made from other materials that are not the same as the material of the original windows if they would have a noticeably different appearance from the remaining historic windows.

WINDOWS

RECOMMENDED	NOT RECOMMENDED
Alterations and Additions for a New Use	
Adding new window openings on rear or other secondary, less-visible elevations, if required by a new use. The new openings and the windows in them should be compatible with the overall design of the building but, in most cases, not duplicate the historic fenestration.	Changing the number, location, size, or glazing pattern of windows on primary or highly-visible elevations which will alter the historic character of the building. Cutting new openings on character-defining elevations or cutting new openings that damage or destroy significant features. Adding balconies at existing window openings or new window openings on primary or other highly-visible elevations where balconies never existed and, therefore, would be incompatible with the historic character of the building.
Replacing windows that are too deteriorated to repair using the same sash and pane configuration, but with new windows that operate differently, if necessary, to accommodate a new use. Any change must have minimal visual impact. Examples could include replacing hopper or awning windows with casement windows, or adding a realigned and enlarged operable portion of industrial steel windows to meet life-safety codes.	Replacing a window that contributes to the historic character of the building with a new window that is different in design (such as glass divisions or muntin profiles), dimensions, materials (wood, metal, or glass), finish or color, or location that will have a noticeably different appearance from the historic windows, which may negatively impact the character of the building.
Installing impact-resistant glazing, when necessary for security, so that it is compatible with the historic windows and does not damage them or negatively impact their character.	Installing impact-resistant glazing, when necessary for security, that is incompatible with the historic windows and that damages them or negatively impacts their character.
Using compatible window treatments (such as frosted glass, appropriate shades or blinds, or shutters) to retain the historic character of the building when it is necessary to conceal mechanical equipment, for example, that the new use requires be placed in a location behind a window or windows on a primary or highly-visible elevation.	Removing a character-defining window to conceal mechanical equipment or to provide privacy for a new use of the building by blocking up the opening.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Retaining the historic relationship between buildings and the landscape.	Removing or relocating buildings or landscape features, thereby destroying the historic relationship between buildings and the landscape. Removing or relocating buildings on a site or in a complex of related historic structures (such as a mill complex or farm), thereby diminishing the historic character of the site or complex. Moving buildings onto the site, thereby creating an inaccurate historic appearance. Changing the grade level of the site if it diminishes its historic character. For example, lowering the grade adjacent to a building to maximize use of a basement, which would change the historic appearance of the building and its relation to the site.
Protecting and maintaining buildings and site features by providing proper drainage to ensure that water does not erode foundation walls, drain toward the building, or damage or erode the landscape.	Failing to ensure that site drainage is adequate so that buildings and site features are damaged or destroyed; or, alternatively, changing the site grading so that water does not drain properly.
Correcting any existing irrigation that may be wetting the building excessively.	Neglecting to correct any existing irrigation that may be wetting the building excessively.
Minimizing disturbance of the terrain around buildings or elsewhere on the site, thereby reducing the possibility of destroying or damaging important landscape features, archeological resources, other cultural or religious features, or burial grounds.	Using heavy machinery or equipment in areas where it may disturb or damage important landscape features, archeological resources, other cultural or religious features, or burial grounds.
Surveying and documenting areas where the terrain will be altered to determine the potential impact to important landscape features, archeological resources, other cultural or religious features, or burial grounds.	Failing to survey the building site prior to beginning work, which may result in damage or loss of important landscape features, archeological resources, other cultural or religious features, or burial grounds.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Protecting (e.g., preserving in place) important site features, archeological resources, other cultural or religious features, or burial grounds.	Leaving known site features or archeological material unprotected so that it is damaged during rehabilitation work.
Planning and carrying out any necessary investigation before rehabilitation begins, using professional archeologists and methods, when preservation in place is not feasible.	Allowing unqualified personnel to perform data recovery on archeological resources, which can result in damage or loss of important archeological material
Preserving important landscape features through regularly-scheduled maintenance of historic plant material.	Allowing important landscape features or archeological resources to be lost, damaged, or to deteriorate due to inadequate protection or lack of maintenance
Protecting the building site and landscape features against arson and vandalism before rehabilitation work begins by erecting temporary fencing and by installing alarm systems keyed into local protection agencies.	Leaving the property unprotected and subject to vandalism before work begins so that the building site and landscape features, archeological resources, other cultural or religious features, or burial grounds can be damaged or destroyed. Removing or destroying features from the site, such as fencing, paths or walkways, masonry balustrades, or plant material.
Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, that are as unobtrusive as possible.	Installing protective fencing, bollards, and stanchions on a building site, when necessary for security, without taking into consideration their location and visibility so that they negatively impact the historic character of the site.
Providing continued protection and maintenance of buildings and landscape features on the site through appropriate grounds and landscape management.	Failing to protect and maintain materials and features from the restoration period on a cyclical basis so that deterioration of the site results.
Protecting buildings and landscape features when working on the site.	Failing to protect building and landscape features during work on the site or failing to repair damaged or deteriorated site features.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Evaluating the overall condition of materials and features to determine whether more than protection and maintenance, such as repairs to site features, will be necessary.	Failing to undertake adequate measures to ensure the protection of the site.
Repairing historic site features which have been damaged, are deteriorated, or have missing components order reestablish the whole feature and to ensure retention of the integrity of the historic materials. Repairs may include limited replacement in kind or with a compatible substitute material of those extensively deteriorated or missing parts of site features when there are surviving prototypes, such as paving, railings, or individual plants within a group (e.g., a hedge). Repairs should be physically and visually compatible.	Removing materials and features that could be repaired or using improper repair techniques. Replacing an entire feature of the site (such as a fence, walkway, or drive) when repair of materials and limited replacement of deteriorated or missing components are feasible.



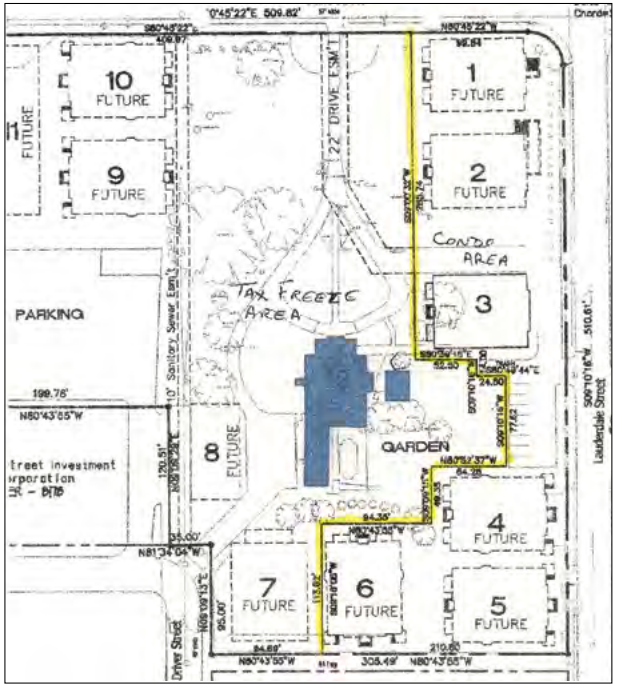
[43] The industrial character of the site was retained when this brewery complex was rehabilitated for residential use.



[44] **Not Recommended:** (a-b) The historic character of this plantation house (marked in blue on plan on opposite page) and its site was diminished and adversely impacted when multiple new buildings like this (#3 on plan) were constructed on the property (c).

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
Replacing in kind an entire feature of the site that is too deteriorated to repair (if the overall form and detailing are still evident) using the physical evidence as a model to reproduce the feature. Examples could include a walkway or a fountain, a land form, or plant material. If using the same kind of material is not feasible, then a compatible substitute material may be considered.	Removing a character-defining feature of the site that is unrepairable and not replacing it, or replacing it with a new feature that does not match. Using a substitute material for the replacement that does not convey the same appearance of the surviving site feature or that is physically or ecologically incompatible. Adding conjectural landscape features to the site (such as period reproduction light fixtures, fences, fountains, or vegetation) that are historically inappropriate, thereby creating an inaccurate appearance of the site.







[45] Undertaking a survey to document archeological resources may be considered in some rehabilitation projects when a new exterior addition is planned.

BUILDING SITE

RECOMMENDED	NOT RECOMMENDED
The following work is highlighted to indicate that it is specific to **Rehabilitation** *projects and should only be considered after the preservation concerns have been addressed.*	
Designing the Replacement for Missing Historic Features	
Designing and installing a new feature on a site when the historic feature is completely missing. This could include missing outbuildings, terraces, drives, foundation plantings, specimen trees, and gardens. The design may be an accurate restoration based on documentary and physical evidence, but only when the feature to be replaced coexisted with the features currently on the site. Or, it may be a new design that is compatible with the historic character of the building and site.	Creating an inaccurate appearance because the replacement for the missing feature is based upon insufficient physical or historic documentation, is not a compatible design, or because the feature did not coexist with the features currently on the site. Introducing a new feature, including plant material, that is visually incompatible with the site or that alters or destroys the historic site patterns or use.
Alterations and Additions for a New Use	
Designing new onsite features (such as parking areas, access ramps, or lighting), when required by a new use, so that they are as unobtrusive as possible, retain the historic relationship between the building or buildings and the landscape, and are compatible with the historic character of the property.	Locating parking areas directly adjacent to historic buildings where vehicles may cause damage to buildings or landscape features or when they negatively impact the historic character of the building site if landscape features and plant materials are removed.
Designing new exterior additions to historic buildings or adjacent new construction that are compatible with the historic character of the site and preserves the historic relationship between the building or buildings and the landscape.	Introducing new construction on the building site which is visually incompatible in terms of size, scale, design, material, or color, which destroys historic relationships on the site, or which damages or destroys important landscape features, such as replacing a lawn with paved parking areas or removing mature trees to widen a driveway.
Removing non-significant buildings, additions, or site features which detract from the historic character of the site.	Removing a historic building in a complex of buildings or removing a building feature or a landscape feature which is important in defining the historic character of the site.
Locating an irrigation system needed for a new or continuing use of the site where it will not cause damage to historic buildings.	Locating an irrigation system needed for a new or continuing use of the site where it will damage historic buildings.

City Council Agenda Report

ITEM NO. 7

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Michael Donovan, Associate Planner

SUBJECT: **CONSIDERATION OF APPROVAL OF A MILLS ACT CONTRACT FOR THE PROPERTY LOCATED AT 220 ORANGE GROVE AVENUE.**

Recommendation
It is recommended that City Council City Council review the proposed Rehabilitation and Restoration Work Plan and approve a Mills Act Contract with the property owner of 220 Orange Grove Avenue.

Executive Summary
The property owners of 220 Orange Grove Avenue request a Mills Act contract to support preservation of their 1913 Mission Revival/Craftsman/Prairie style single-family dwelling listed in the California Register of Historical Resources. The proposed Rehabilitation and Restoration Plan ("work plan") identifies seven rehabilitation projects totaling $450,800 which includes addressing drainage and water-management deficiencies, basement and structural repairs, whole system upgrades, and other weather exposed elements. Completion dates range from 2027 to 2035.

On August 20, 2026, the Cultural Heritage Commission (CHC) voted 4-0 to recommend approval.

Background
On March 11, 2026, a letter of intent to submit a Mills Act application for the property located at 220 Orange Grove Avenue was filed with the City.

On March 19, 2026, the letter of intent was presented to the Cultural Heritage Commission and a subcommittee was appointed to review the request in further detail. Chair Severson and Commissioner Lopez were appointed to the subcommittee.

On April 16, 2026, the Subcommittee and staff conducted an on-site visit to inspect the condition of the property.

On May 26, 2026, a formal Mills Act application (Attachment 1) was filed by the Applicant.

On June 30, 2026, the Cultural Heritage Commission reviewed the Mills Act application and associated work plan for 220 Orange Grove Ave.

On August 20, 2026, the Cultural Heritage Commission recommended approval of the Mills Act contract to City Council.

Analysis

Constructed in 1913, the two-story Mission Revival/Craftsman/Prairie style single-family dwelling located at 220 Orange Grove Avenue is listed in the California Register with a California Historical Resource Status Code of 2S (Individually determined eligible for National Register by the Keeper. Listed in the California Register). Pursuant to SPMC Section 2.68(b)(1)(B) Limitations on Eligibility, Mills Act contracts are limited to the following qualifying properties: landmarks; contributing properties of local historic districts; properties listed on the National Register; properties listed on the California Register; and properties that the commission, with concurrence of the city council, may identify as appropriate for a Mills Act contract. The property is eligible for a Mills Act contract because it is listed in the California Register.

Character-defining features include a broad front veranda, deep overhanging roof eaves, and wood windows with trim. The proposed work plan is intended to rehabilitate and repair the historic resource while improving drainage, structural stability, and building safety.

A Mills Act contract provides a property tax incentive in exchange for the owner's commitment to preserve a qualifying historic property and complete an approved Rehabilitation and Restoration Plan ("work plan"). The agreement incorporates the approved scope, completion dates, and reporting requirements as enforceable obligations. Contract approval does not replace required permits or Certificates of Appropriateness.

Proposed Scope of Work**:**

The Rehabilitation and Restoration Plan ("work plan") prepared by Wan Kwan Mai and Hin Shing Mai ("Applicants") documents the home's condition, identifying chronic drainage and moisture-management deficiencies, deterioration of the utility basement area, obsolete or deficient whole-house mechanical, electrical, and plumbing systems, and deterioration of the exterior wood, trim, porch/veranda, and other weather related exposed elements. **Table 1** summarizes the rehabilitation projects and their preservation purpose. Costs are applicant estimates rather than fixed construction prices.

The schedule prioritizes drainage and water-management deficiencies in the first couple years, followed by basement and structural repairs, whole system upgrades, and then addressing weather exposed elements. All projects are scheduled and required to be completed within the first ten years of the proposed contract. Any treatments shall follow the Secretary of Interior's Standards for Rehabilitation.

Table 1 - Summary of Rehabilitation and Restoration Plan

Proposed Scope of Work	Estimated Cost	Estimated Year for Completion
1. Roof and deck water management improvements. Address roof and deck drainage conditions, repair or replace failed coverings as needed for continued restoration and protection of roof, and related weatherproofing.	$ 60,000	2027
2. Site drainage, grading, downspout, and perimeter water-management improvements necessary to address drainage issues around site that contribute to damage of structure.	$ 45,000	2028
3. Utility basement retaining wall, slab, waterproofing, and related structural repair.	$ 125,000	2030
4. Whole-house HVAC rehabilitation and duct replacement.	$ 60,000	2031
5. Whole-house electrical modernization.	$ 55,000	2032
6. Whole-house plumbing rehabilitation and sewer replacement.	$ 55,800	2033
7. Exterior wood, trim, porch/veranda, and weather exposed feature repair.	$ 50,000	2035
Total proposed rehabilitation investment	$ 450,800	2026-2036

Evaluation of Mills Act crtieria

SPMC Section 2.68(b)(1)(C) establishes six criteria for evaluating a proposed Mills Act contract, which are: (1) financial investment; (2) public benefit; (3) retroactive limitations; (4) maintenance work limitations; (5) interior work limitations; and (6) landscape work limitations. The Cultural Heritage Commission considered the listed criteria in their evaluation of the Work Plan and accepted the analysis below as basis for the recommendation to the City Council for approval of the Mills Act contract for 220 Orange Grove Avenue.

Criterion (i) Financial Investment. The estimated tax benefit is not expected to exceed the

applicant's proposed financial investment in the cultural resource over the first 10 years of the contract.

The applicant is proposing to invest approximately $450,800 in qualified repairs and restoration over the first ten years of the Mills Act contract. The tax benefit over the same period is expected to be $335,987. Thus, the estimated tax benefit is not expected to exceed the applicant's proposed financial investment in the cultural resource over the first ten years of the contract. The financial analysis is included in the Mills Act Application under Exhibit B of **Attachment 1**. Therefore, criterion (i) is met.

Criterion (ii) Public Benefit. The proposed Mills Act contract features a work plan that will provide a benefit to the public by: rehabilitating the property for continued occupancy or adaptive reuse; improved viability through systems upgrades and structural reinforcement upgrades; preserving and maintaining the character-defining features of the property, and/or restoring character-defining features of the property that have been significantly altered or removed over time.

The home was built in 1913 and shows areas in need of repair. The property shows signs of major drainage and moisture-management deficiencies; deterioration in the utility basement with water accumulation, concrete wall spalling; roof and deck water intrusions; obsolete and deficient whole-house mechanical, electrical, plumbing, and sewer systems; interior deterioration of the plaster walls, fireplace, and wood floors; and exterior deterioration of the wood, trim, porch/veranda, and other weather related-exposed components. Drainage and ponding issues will be addressed at the roof, basement, and other hardscape and deck areas. The utility basement will need repairs to the retaining wall and concrete slab for structural stability. Complete system upgrades including electrical, mechanical, and plumbing will be addressed to improve safety and viability of the resource. The exterior wood, trim, and concrete porch will be repaired and restored to protect its character-defining features. Therefore, criterion (ii) is met.

Criterion (iii) Retroactive Limitations. The estimated tax benefit will not be used for any maintenance or alteration work that was previously completed or initiated before the contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty.

No previous work has been completed or initiated. Therefore, Criterion (iii) is met.

Criterion (iv) Limitations on Maintenance. The estimated tax benefit will not be used for routine maintenance work except for exemplary or exceptional properties that have financially burdensome maintenance requirements.

The estimated tax benefit will not be used for maintenance work, therefore, criterion (iv) is met.

Criterion (v) Limitations on Interior Work. The estimated tax benefit will not be used for work within the interior of a cultural resource unless the commission determines the following exceptions should be made: the interior work is necessary to improve the structural integrity of the property; the interior work is necessary to preserve and maintain character-defining features within the cultural resource that are specifically identified as part of the official landmark nomination; and/or the interior work is necessary to preserve and maintain

character-defining features of the property that were discovered subsequent to its landmark designation. The commission must first determine that those interior features are character-defining based on substantial evidence provided by the applicant.

The proposed Rehabilitation and Restoration Plan does include some interior work, but it is necessary to improve the structural integrity of the property such as repairing the basement retaining wall and basement slab. The complete systems upgrade of the obsolete or deficient electrical, mechanical, and plumbing systems is also in compliance with criterion (ii). Therefore, criterion (v) is met.

Criterion (vi) Limitations on Landscaping. The estimated tax benefit will not be used for landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

Some landscaping work includes grading and perimeter improvements, but this is in an effort to address drainage around the site which can deteriorate the exterior siding and damage the basement leading due water pooling and mold. The estimated tax benefit will not be used for any general landscape work, therefore, criterion (vi) is met.

Alternatives
Alternatively, the City Council may continue the item to obtain clarification of eligible expenditures, revised financial calculation, or a revised work plan, or decline to approve the contract.

Fiscal Impact
The application projects approximately $335,987 in owner property tax savings during the first ten years of the contract. Based on the financial analysis provided with the application, the City's share of the resulting property tax revenue reduction is estimated at approximately $53,758 (16%) over ten years, or an annual average of approximately $5,376. The actual fiscal impact may vary based on the property's assessed value and the valuation calculated by the Los Angeles County Assessor.

The proposed rehabilitation work would be privately funded. The City's reduced property tax revenue would support a contractual preservation commitment rather than a direct City payment for construction.

Key Performance Indicators and Strategic Plan
Progress would be evaluated against completion of work items identified in the Rehabilitation and Restoration Plan ("work plan"). As identified in the contract, the property owner will be required to submit a progress report to staff every three years. The report will document completed and pending tasks, expenditures, photographs, and applicable permits and Certificates of Appropriateness. However, staff has implemented a monitoring program for all active Mills Act Contracts and will take a proactive approach moving forward starting with quarterly check ins with contract owners to ensure compliance in addition to the required three year progress reports. Separately, the Cultural Heritage Commission will provide an annual report to City Council on its review of all active Mills Act contracts. The agreement provides a schedule for City review and follow-up on overdue work.

Commission Review and Recommendation
On August 20, 2026, the Cultural Heritage Commission reviewed the Mills Act application and

voted 4-0 to recommend that the City Council enter into a contract with the owners of 220 Orange Grove Avenue. The recommendation followed subcommittee review and the April 16, 2026 site visit.

Public Notification
The community has been notified of this consent calendar item via a posting of the agenda on the City website on November 12, 2026.

Environmental Analysis
In accordance with the California Environmental Quality Act (CEQA), the project qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8: Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment.

Class 8 exemptions apply to actions taken by regulatory agencies, as authorized by state law or local ordinance, to assure maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for environmental protection. The Mills Act contract is a regulatory tool to promote the preservation of historical resources. Approval of the contract will result in the long-term protection and maintenance of a designated historic resource, contributing to the preservation of the City's cultural and architectural environment. There are no unusual circumstances that would result in a significant environmental impact.

Attachment:
Attachment No. 1 - Mills Act Contract__220 Orange Grove Avenue_Draft
Attachment No. 1 - Exhibit A - Legal Description
Attachment No. 1 - Exhibit B - Mills Act Application

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

ATTN: City Clerk

Recording Fee: Exempt pursuant to
California Govt. Code Section 27383

SPACE ABOVE THIS LINE IS RESERVED FOR
RECORDER'S USE

TITLE(S)

MILLS ACT CONTRACT

THIS MILLS ACT CONTRACT ("Agreement") is made and entered into this 18th day of November 2026, by and between the CITY OF SOUTH PASADENA, CALIFORNIA, a municipal corporation ("City"), and Wan Kwan Mai and Hin Shing Mai ("Owner").

RECITALS

(i) California Government Code Section 50280 et seq., authorizes cities to enter into contracts with the Owner of qualified historical property to provide for the use, maintenance, and restoration of such historical property so as to retain its characteristics as property of historical significance;

(ii) Owner possesses fee title in and to that certain real property, together with associated structures and improvements thereon, located at 220 Orange Grove Avenue, South Pasadena, California, Assessor's Parcel Number 5317-006-008 ("Historic Property"). A legal description of the Historic Property is attached hereto, marked as "Exhibit A" and is incorporated herein as if fully set forth;

(iii) As set forth in South Pasadena Municipal Code Section 2.68(b)(1)(B), the Historic Property is listed in the California Register of Historical Resources. The home was constructed in 1913 in the Mission Revival/Craftsman/Prairie style;

(iv) City and Owner, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property, and to qualify the Historic Property for an assessment of valuation pursuant to the provisions of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code and to carry out the purposes of Article 12 (commencing with Section 50280) of Chapter 1, Part 1, of Division 1 of Title 5 of the California Government Code.

NOW, THEREFORE, City and Owner, in consideration of the mutual covenants and conditions contained herein, do hereby agree as follows:

1. EFFECTIVE DATE AND TERM. The Agreement shall be effective and commence on November 18, 2026 and shall remain in effect for a minimum period of ten (10) years, unless the property owner is issued a notice of non-renewal as provided in Section 2.68(b)(1)(E)(v) of the South Pasadena Municipal Code.

2. AUTOMATIC RENEWAL. Unless a notice of non-renewal is issued, this Agreement shall automatically be extended by one (1) year for each anniversary date of the Agreement unless otherwise specified herein.

3. NON-RENEWAL. If recommended by the Commission and approved by the City Council, a notice of non-renewal may be issued six (6) years into the duration of this Agreement. The procedure for notice of non-renewal by the Owner of the City shall be in accordance with Government Code Section 50282 as it may be amended from time to time.

4. APPEAL OF NOTICE OF NON-RENEWAL. The property owner shall have the right (per Government Code Section 50282) to appeal a notice of non-renewal to the City Council.

5. STANDARDS FOR HISTORIC PROPERTY. During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

a. Owner shall rehabilitate, preserve and maintain the historically significant Characteristics of the Historic Property. Attached hereto, marked as "Exhibit B" and incorporated herein by this reference is a list of those items for rehabilitation, restoration and maintenance planned for preservation of the Historic Property and a timeline for completion, which Owner shall carry out shall apply to such property throughout the term of this Agreement. In addition, Owner shall comply with the applicable provisions of the South Pasadena Municipal Code (See, Article IVH of the South Pasadena Municipal Code) and shall obtain any applicable permits necessary to protect, preserve, restore and rehabilitate the Historic Property so as to maintain its historical significance.

b. Owner shall additionally and where necessary, restore and rehabilitate the property according to the rules and regulations of the City, the State Office of Historic Preservation of the Department of Parks and Recreation, the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the State Historical Building Code and shall maintain the entire property according to minimum standards and conditions, attached hereto, marked as "Exhibit C".

6. LIMITATIONS. Under Section 2.68(b)(1)(C)(iii)–(vi), the estimated tax benefit will not be used for: (1) any maintenance or alteration work that was previously completed or initiated before the Contract is approved, unless it can be shown that the completed work was necessary in the interest of the public health or safety following involuntary damage or destruction caused by fire, act of nature, or any other casualty; (2) routine maintenance work except for

exemplary or exceptional properties that have financially burdensome maintenance requirements; (3) work within the interior of a Historic Property unless the Cultural Heritage Commission determines an exception should be made; and (4) landscaping work unless it will be used for specific landscape features that were identified as part of the official landmark nomination.

7. INSPECTIONS. The Owner shall allow reasonable inspections, by prior appointment given a minimum of at least 24 hours in advance, of the interior and exterior of the Historic Property by representatives of the County of Los Angeles Assessor, State Office of Historic Preservation, State Board of Equalization and the City, as may be necessary to determine Owner's compliance with the terms and conditions of this Agreement.

8. PROVISION OF COMPLIANCE INFORMATION. The Owner hereby agrees to furnish the City with any and all information requested by the City which may be reasonable and necessary to determine compliance with the terms and provisions of this Agreement. In addition, the Owner shall agree to provide to the City on the third year of the term of this Agreement and every third year thereafter a report describing the preservation tasks that are in progress and have been completed pursuant to this Agreement.

9. BINDING EFFECT OF AGREEMENT. This Agreement shall be binding on all successors-in interest of the Owner to the benefits and burdens of this Agreement. The Agreement shall stipulate escrow instructions that require a review and re-evaluation of the property every three years.

10. CANCELLATION. City following a duly noticed public hearing as set forth in California Code Section 50280 et seq., may cancel this Agreement if City determines that the Owner has breached any of the conditions or covenants of the Agreement or has allowed the Historic Property to deteriorate to the point that it no longer meets the significance criteria under which it was designated. City may also cancel this Agreement if it determines Owner has failed to restore or rehabilitate the Historic Property in the manner specified in Paragraph 5 of this Agreement. The City may also cancel this Agreement if, upon consultation with the State of California Office of Historic Preservation, the preservation, rehabilitation, or restoration becomes infeasible due to damage caused by natural disaster. City's right to cancel this Agreement pursuant to this paragraph shall in no way limit or restrict its rights or legal remedies arising from City's Cultural Heritage Ordinance and Municipal Code.

11. CANCELLATION FEE. In the event of cancellation, Owner shall be subject to payment of those cancellation fees set forth in California Government Code Section 50280 et seq., described herein. Upon cancellation, Owner shall pay a cancellation fee equal to twelve and one-half percent (12.5%) of the current fair market value of the property as determined by the County Assessor as though the Historic Property were free of the contractual restriction pursuant to this Agreement. The Owner shall pay the cancellation fee to the County Auditor in the time and manner prescribed by the County Auditor.

12. ENFORCEMENT OF AGREEMENT. In lieu of and/ or in addition to any provisions to cancel this Agreement as referenced herein, City may specifically enforce, or enjoin the breach of the terms of this Agreement. In the event of a breach by Owner under the provisions

of this Agreement, City shall give written notice to Owner by registered or certified mail to the address stated in this Agreement, which notice shall specifically identify the alleged breach and the proposed action which City recommends to Owner to cure said alleged breach. Owner shall hereafter have sixty (60) days within which to cure such breach to the reasonable satisfaction of the City. Upon completion by Owner of the cure of the breach, City shall withdraw its notice of breach. Should Owner not cure such breach within the time period specified above, then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner arising out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such other relief as may be appropriate. City may at its sole discretion extend the 60-day cure period. Such extension must be in writing.

13. WAIVER. City does not waive any claim or default by Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing historic properties are available to City to pursue in the event there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

14. BINDING EFFECT OF AGREEMENT. Owner hereby subjects the Historic Property to the covenants, reservations and restrictions set forth in this Agreement. City and Owner hereby declare their specific intent that the covenants, reservations, and restriction as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic Property. Each and every contract, deed or other instrument hereinafter executed, governing or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restriction expressed in this Agreement regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. City and Owner hereby declare their understanding and intent that the burden of the covenants, reservations and restrictions set forth herein touch and concern the land in that it restricts development of the Historic Property. City and Owner hereby further declare their understanding and intent that the benefit of such covenants, reservations and restrictions touch and concern the land by enhancing and maintaining the cultural and historic characteristics and significance of the Historic Property for the benefit of the public and Owner.

15. NOTICE. Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below, by personal delivery or United States mail, postage prepaid, addressed as follows:

City: City of South Pasadena
Community Development Director
1414 Mission Street
South Pasadena, California 91030

Owner: Wan Kwan Mai & Hin Shing Mai

16. EFFECT OF AGREEMENT. None of the terms, provisions or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

17. INDEMNITY OF CITY. Owner agrees to protect, defend, indemnify, and shall hold City and its elected officials, officers, agents, and employees harmless from liability for claims, loss, proceedings, damages, causes of action, liability, costs or expense, including reasonable attorney's fees in connection with damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of such Owner or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the use, operation, capital improvement and/or maintenance of the Historic Property and/or Owner's activities in connection with the Historic Property. Owner hereby agree to and shall defend the City and its elected officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been suffered, by reason of the operations referred to in this Agreement regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Historic Property. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, attorney's fees and related costs or expenses, and the reimbursement of legal expenses and costs incurred by the City, its elected officials, employees or agendas. Owner's obligation to indemnify shall survive the termination, cancellation or expiration of this Agreement.

18. BINDING UPON SUCCESSORS. All of the agreements, rights, covenants, reservations, and restrictions contained in the Agreement shall be binding upon and shall inure to benefit of the parties herein, their heirs, successors, legal representative, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever. A successor in interest shall have the same rights and obligations under the Agreement as the original owner who entered into the Agreement.

19. LEGAL COSTS. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

20. SEVERABILITY. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

21. GOVERNING LAW. This Agreement shall be construed and governed in

accordance with the laws of the State of California. Venue shall be in Los Angeles County.

22. EMINENT DOMAIN PROCEDURES. Upon the filing of an action in eminent domain by a public agency for the condemnation of the fee title of any land described herein or of less than fee interest which will prevent the portion of land condemned or a portion of it which is the subject of this Agreement from being used for any authorized use, or upon the acquisition in lieu of eminent domain by a public agency for a public improvement, if the City Council determines that the condemnation or acquisition frustrates the purpose of this Agreement, the portions of this Agreement by which Owner agree to preserve and to restrict the use of property described herein shall be canceled and this Agreement shall be deemed null and void upon such filing as to the portion of the land condemned or acquired and to the additional land the use of which for an authorized purpose will be prevented as a result of condemnation or acquisition. In such event, no cancellation fee is imposed as set forth in Government Code Section 50286. If, subsequent to the filing of an action in eminent domain, the proposed condemnation is abandoned by the condemning agency as to all or a portion of the land subject to this Agreement, the restrictions on the use of the property included in this Agreement shall, without further agreement of the parties, be re-instituted and the terms of this Agreement shall be in full force and effect.

23. RECORDATION. No later than twenty (20) days after the parties execute this Agreement, the Owner or Owner's agent shall record this Agreement in the Office of the County Recorder of the County of Los Angeles.

24. AMENDMENTS. This Agreement may be amended, in whole or in part, by a written instrument executed by the parties that is thereafter recorded in the Office of the County Recorder of the County of Los Angeles.

25. NOTICE TO OFFICE OF HISTORIC PRESERVATION. The City shall provide written notice of this Agreement to the State Office of Historic Preservation within 180 days of entering into this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS THEREOF, City and Owner have executed this Agreement on the day and year first above written.

CITY OF SOUTH PASADENA

_____
Shiela Rossi, Mayor

ATTEST:

_____
Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM

_____
Roxanne Diaz, City Attorney

OWNER:

_____
Neilesh Mutyala

OWNER:

_____
Cailin Goldberg-Meehan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

MILLS ACT APPLICATION & REHABILITATION PLAN

EXHIBIT C

SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION

EXHIBIT 'A'

PARCEL 1:

LOTS 19 AND 20 OF A. O. PORTER'S SUBDIVISION OF A PART OF THE PORTER AND GREEN TRACT IN SUBDIVISION "G" OF THE LANDS OF THE SAN GABRIEL ORANGE GROVE ASSOCIATION, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 97 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE WEST 30 FEET THEREOF AS CONVEYED TO THE CITY OF SOUTH PASADENA FOR THE WIDENING OF ORANGE GROVE AVENUE, BY DEED RECORDED IN BOOK 1462 PAGE 47 OF DEEDS.

ALSO EXCEPT THE NORTH 60 FEET OF SAID LOT 19.

PARCEL 2:

LOT 21 OF SAID A. O. PORTER'S SUBDIVISION OF A PART OF THE PORTER AND GREEN TRACT IN SUBDIVISION "G" OF THE LANDS OF THE SAN GABRIEL ORANGE GROVE ASSOCIATION, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 97 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 21; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 72.50 FEET TO A POINT; THENCE NORTHERLY ON A LINE AT RIGHT ANGLES TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 103.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 28.50 FEET TO A POINT; THENCE NORTHERLY ON A LINE AT RIGHT ANGLES TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 52.70 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 21; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 21, 44.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 21, 155.70 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 5317-006-008

MILLS ACT APPLICATION

ALL ITEMS ON THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE THE APPROVAL PROCEDURE MAY BEGIN.

1. Property Address for this application: 220 Orange Grove Ave, South Pasadena, CA 91030

2. Existing use of this property: Single-family residence

3. Assessor's Parcel Number: 5317-006-008
   (Please attach proof of legal description, ie. Copy of Deed or Property Profile)

4. Rehabilitation and maintenance needed (attach maintenance plan):

   Whole-house modernization, basement upgrade, reroofing; see the attached plans for more information

5. Date of Designation: 04/05/2018

6. Check those that apply to this property:

   National Register: Listed ☐ Eligible ☒ **California Register:** Listed ☐ Eligible ☒

   Is this property listed as part of an established historic district? Yes ☐ No ☒

   If so, what district? _____

   Is this property a South Pasadena Landmark? Yes ☐ No ☒

7. List any public or private funds granted for the restoration of the resource.

8. Owner Information:

   Wan Kwan Mai, Hin Shing Mai
   Owner's Name

   220 Orange Grove Ave, South Pasadena, CA 91030
   Street, City, State, Zip

   ( ) ( )
   Home Number Work Number

   (951) 546-3663 ( )
   Cell Number Fax No.

   hearthstone.dwelling@gmail.com
   E-mail:

9. Primary Contact Person:

Wan Kwan Mai
Name

220 Orange Grove Ave, South Pasadena, CA 91030
Street, City, State, Zip

( ) ( )
Home Number Work Number

(951) 546-3663 ( )
Cell Number Fax No.

E-mail: hearthstone.dwelling@gmail.com

Owner's Affidavit
(to be notarized)

State of California
County of Los Angeles

I/We Mai, Wan Kwan hereby declare under penalty of perjury that I/we am/are the owner(s) of the property involved in this request and that the foregoing statement and the information submitted herewith are true and correct.

Owner(s): Wan Kwan Mai (Signature) Hin Shing Mai (Signature)

Owner(s) Address:

220 Orange Grove Ave	220 Orange Grove Ave
Street Address	Street Address
South Pasadena, CA 91030	South Pasadena, CA 91030
City, State and Zip Code	City, State and Zip Code
(951) 546-3663	(213) 649-9604
Telephone Number	Telephone Number

Subscribed and sworn to before me on this 26th day of May, 20 26,
_____.

Tanika Michelle Cullum
Signature of Notary

TANIKA MICHELLE CULLUM
Notary Public, State of New York
Registration No. 01CU0021104
Qualified in Nassau County
Commission Expires Feb. 13, 2028

Notarized Online with NotaryLive.com

MILLS ACT APPLICATION

The following information is to be completed by staff

Project Address: _____

Date Filed: _____ Received by: _____

Application Materials Required (check if received):

- ☐ Completed Application
- ☐ Signed Notice to Applicant
- ☐ Owner's Affidavit
- ☐ Rehabilitation Plan/Maintenance List
- ☐ Cost Estimate of Rehabilitation/Maintenance Plan
- ☐ Financial Analysis Form
- ☐ Proof of Legal Description

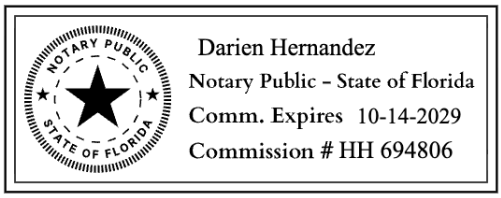
Notarized by: Tanika M Cullum
Time: 2026-05-26 08:39:16 UTC
URL: https://notarylive.com/tu/cdp/NMP9EJ
Access ID: NMP9EJ
Pin: 5XN42E

Jurat

State of Florida
County of Palm Beach

Sworn to (or affirmed) and subscribed before me this ____ day of 05/26/2026, 20____, by HIN SHING MAI (name of signer). This notarial act was an online notarization.

(Seal)



Notarized Online with NotaryLive.com

Signature of Notary Public

Darien Hernandez, Notary Public

Print/ Type/ Stamp Commissioned Name of Notary Public

Personally Known: ____

OR Produced Identification: X

Type of Identification Produced: Employment Authorization Document

Notarized by: Darien Hernandez
Time: 2026-05-26 10:20:19 UTC
URL: https://notarylive.com/tu/cdp/TP2CYN
Access ID: TP2CYN
Pin: G4NKMQ

Mills Act Application

220 Orange Grove Avenue
South Pasadena, California

Prepared for
Wan Kwan Mai and Hin Shing Mai

Prepared for submission to the
City of South Pasadena Cultural Heritage Commission

June 2026



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Appendix B: Legal Description

Appendix C: Annual Property Tax Statement

Appendix D: Initial Utility Statements

Appendix E: Rent Estimate Screenshot

Appendix F: General Inspection Summary

Appendix G: Structural Engineering Report

Appendix H: Sewer Inspection Report

1. Project Background

220 Orange Grove Avenue is a substantial two-story residence constructed in 1913 and identified in the City of South Pasadena's historic inventory as a Mission Revival / Craftsman / Prairie style resource. The property is listed on the California Register of Historical Resources and is eligible for the National Register of Historic Places. The residence retains substantial historic character and integrity, including its broad front veranda, deep overhanging eaves, principal room layout, wood flooring, fireplace surrounds, windows, and other character-defining architectural features.

The owners intend to preserve the property as a long-term primary residence. Since acquiring the property, they have undertaken extensive due diligence, including a general building inspection, structural engineering review, sewer inspection, and consultation with a preservation architect. These evaluations confirm that the house remains fundamentally sound overall, but also identify significant deferred maintenance and modernization needs that should be addressed in a coordinated preservation program.

The major conditions identified by the inspection and engineering documents include chronic drainage and moisture-management deficiencies; deterioration in the utility basement area, including efflorescence, concrete spalling, and retaining-wall/slab repair needs; roof and deck water-management issues resulting in ponding and water intrusion; obsolete or deficient whole-house mechanical, electrical, plumbing, and sewer systems; and deterioration of exterior wood, trim, porch/veranda, and related weather-exposed components.

The Mills Act contract is sought to support a ten-year work plan focused on water intrusion control, structural stabilization, coordinated whole-house systems modernization, and preservation of character-defining historic fabric. The work items and schedule below are intended to provide the City with a clear, enforceable program for rehabilitation and maintenance. A summary general inspection report is included as an appendix to this package.

2. Schedule and Reporting System

Project	Completion Year
1. Roof and deck water-management corrections	2027
2. Site drainage, grading, downspout, and perimeter water-management improvements	2028
3. Utility basement retaining-wall, slab, waterproofing, and related structural repair	2030
4. Whole-house HVAC rehabilitation and duct replacement	2031
5. Whole-house electrical modernization	2032
6. Whole-house plumbing rehabilitation and sewer replacement	2033
7. Exterior wood, trim, porch/veranda, and weather-exposed feature repair	2035
8. Maintenance: roof, drainage, and waterproofing inspections	Annual inspection
9. Maintenance: exterior paint/wood repair review	Triannual inspection

The work-plan schedule above identifies the expected completion year for each major rehabilitation item. The annual and triannual items are continuing maintenance obligations rather than one-time capital projects.

The property owners will provide bi-annual written updates to the City of South Pasadena in the final quarter of each reporting year, documenting progress and providing updates and photographs on the Mills Act work plan. Prior to commencement of exterior work efforts, Certificates of Appropriateness will be obtained as required by the City of South Pasadena Cultural Heritage Ordinance. Progress reports will include detailed work descriptions, photographs of work completed, and copies of permits and approvals as applicable.

3. Description of Work Plan and Priorities

Each work effort described below is intended to comply with the Secretary of the Interior's Standards and is tied to identified existing conditions documented in the accompanying inspection and engineering materials.

1. Roof and deck water-management corrections	$60,000	High

Roof-covering failures, deck ponding, blocked drains, and other related conditions are contributing to water intrusion and deterioration. This work includes correction of roof and deck drainage conditions, repair or replacement of failed coverings as needed, and related weatherproofing work to protect the historic structure.



Failed roof-covering and delaminated membrane conditions.



Deck/flat-roof ponding documented in structural review.

2. Site drainage, grading, downspout, and perimeter water-management improvements	$45,000	Urgent

The general inspection and structural engineering report both identify poor site drainage, negative grading, direct water entry at basement grates, and ponding at hardscape and deck areas. This work effort will correct perimeter drainage, improve downspout discharge, and reduce moisture exposure around the foundation and basement.



Negative grading and water collection at building perimeter.



Basement grates allowing direct rainwater entry.

3. Utility basement retaining-wall, slab, waterproofing, and related structural repair	$125,000	Urgent

The structural engineering report documents major efflorescence, severe concrete spalling, and related retaining-wall and slab deterioration in the utility basement area. The work will stabilize and repair these conditions and, if necessary, undertake more extensive reconstruction based on field conditions encountered after opening and repair begin.



Utility basement conditions requiring coordinated repair.



Fig. 23

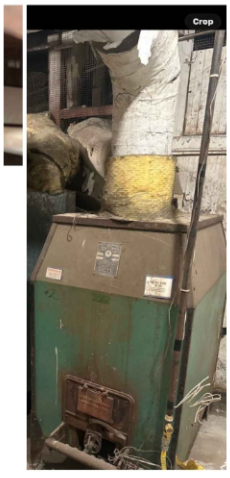
Concrete deterioration and efflorescence at retaining-wall surfaces.

4. Whole-house HVAC rehabilitation and duct replacement	$60,000	High

The present HVAC system and related ductwork are obsolete, damaged, or deficient. The work includes replacement of deteriorated equipment, rehabilitation and replacement of damaged ducts, and coordination with any hazardous-material remediation that becomes necessary in the course of the systems upgrade.



Broken and damaged ductwork in crawlspace areas.



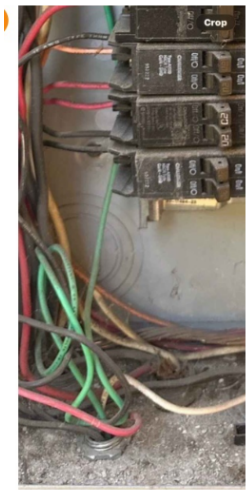
Obsolete furnace / boiler equipment requiring replacement.



Lack of central cooling; only has a whole-house exhaustion fan.

5. Whole-house electrical modernization	$55,000	High

The general inspection documented outdated and unsafe electrical conditions, including an obsolete panel, missing GFCI/AFCI protection, and other deficiencies. This work will modernize the service and distribution system while minimizing unnecessary disturbance to historic finishes and fabric.



Obsolete service panel with corrosion and debris.



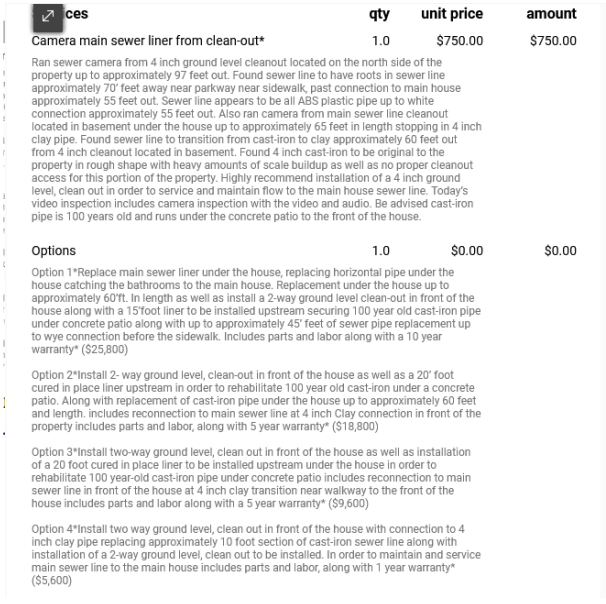
Receptacle and device deficiencies requiring correction.

6. Whole-house plumbing rehabilitation and sewer replacement	$55,800	High

The owners propose a coordinated plumbing and sewer rehabilitation effort rather than piecemeal maintenance. The sewer inspection documents root intrusion, original cast-iron and clay segments, and repair/replacement options. Plumbing rehabilitation will address obsolete or deficient installations in a manner coordinated with the broader systems upgrade.



Improper water-heater installation and related plumbing deficiency.



ces	qty	unit price	amount
Camera main sewer liner from clean-out*	1.0	$750.00	$750.00

Ran sewer camera from 4 inch ground level cleanout located on the north side of the property up to approximately 97 feet out. Found sewer line to have roots in sewer line approximately 70' feet away near parkway near sidewalk, past connection to main house approximately 55 feet out. Sewer line appears to be all ABS plastic pipe up to white connection approximately 55 feet out. Also ran camera from main sewer line cleanout located in basement under the house up to approximately 65 feet in length stopping in 4 inch clay pipe. Found sewer line to transition from cast-iron to clay approximately 60 feet out from 4 inch cleanout located in basement. Found 4 inch cast-iron to be original to the property in rough shape with heavy amounts of scale buildup as well as no proper cleanout access for this portion of the property. Highly recommend installation of a 4 inch ground level, clean out in order to service and maintain flow to the main house sewer line. Today's video inspection includes camera inspection with the video and audio. Be advised cast-iron pipe is 100 years old and runs under the concrete patio to the front of the house.

Options	1.0	$0.00	$0.00

Option 1*Replace main sewer liner under the house, replacing horizontal pipe under the house catching the bathrooms to the main house. Replacement under the house up to approximately 60'ft. In length as well as install a 2-way ground level clean-out in front of the house along with a 15'foot liner to be installed upstream securing 100 year old cast-iron pipe under concrete patio along with up to approximately 45' feet of sewer pipe replacement up to wye connection before the sidewalk. Includes parts and labor along with a 10 year warranty* ($25,800)

Option 2*Install 2- way ground level, clean-out in front of the house as well as a 20' foot cured in place liner upstream in order to rehabilitate 100 year old cast-iron under a concrete patio. Along with replacement of cast-iron pipe under the house up to approximately 60 feet and length. includes reconnection to main sewer line at 4 inch Clay connection in front of the property includes parts and labor, along with 5 year warranty* ($18,800)

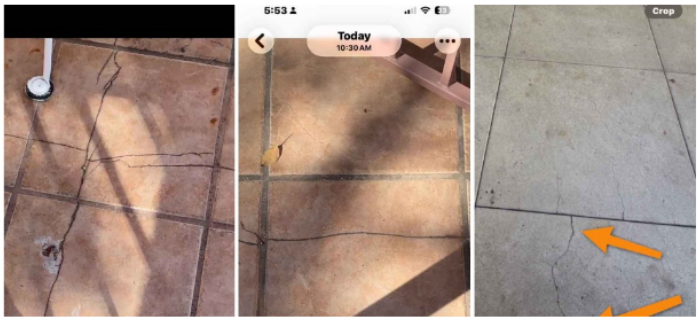
Option 3*Install two-way ground level, clean out in front of the house as well as installation of a 20 foot cured in place liner to be installed upstream under the house in order to rehabilitate 100 year-old cast-iron pipe under concrete patio includes reconnection to main sewer line in front of the house at 4 inch clay transition near walkway to the front of the house includes parts and labor along with a 5 year warranty* ($9,600)

Option 4*Install two way ground level, clean out in front of the house with connection to 4 inch clay pipe replacing approximately 10 foot section of cast-iron sewer line along with installation of a 2-way ground level, clean out to be installed. In order to maintain and service main sewer line to the main house includes parts and labor, along with 1 year warranty* ($5,600)

Sewer inspection summary documenting root intrusion and replacement options.

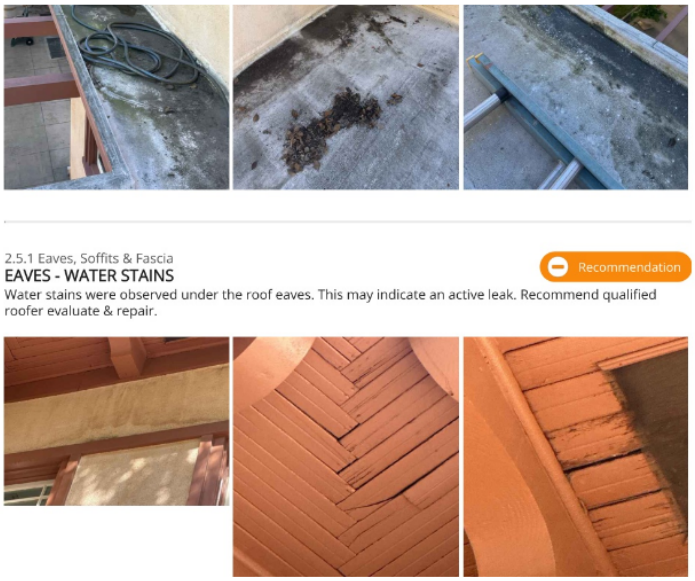
7. Exterior wood, trim, porch/veranda, and weather-exposed feature repair	$50,000	Medium

Later-phase exterior preservation work will address weather-exposed wood, trim, window-related exterior restoration, porch/veranda elements, repainting, sealants, and related envelope touch-up work following stabilization and systems modernization.



Exterior and trellis deterioration at weather-exposed areas.





Water staining and deterioration at fascia/eave surfaces.

4. Mills Act Work Plan, Financial Analysis

Proposed Project & Description	Est. Cost	Schedule
1. Roof and deck water-management corrections	$60,000	2027
2. Site drainage, grading, downspout, and perimeter water-management improvements	$45,000	2028
3. Utility basement retaining-wall, slab, waterproofing, and related structural repair	$125,000	2030
4. Whole-house HVAC rehabilitation and duct replacement	$60,000	2031
5. Whole-house electrical modernization	$55,000	2032
6. Whole-house plumbing rehabilitation and sewer replacement	$55,800	2033
7. Exterior wood, trim, porch/veranda, and weather-exposed feature repair	$50,000	2035
Owner's Total Investment in 220 Orange Grove Avenue	**$450,800**	

Financial Analysis Worksheet

A. Determine Annual Income and Annual Operating Expenses	
Monthly Rent Estimate	$7,642.00
Annual Rental Income (12 x monthly rent)	$91,704.00
Less Expenses 20%	$18,340.80
Annual Net Income	$73,363.20
B. Determine Capitalization Rate	
Interest Component	4.25%
Historical Property Risk Component	4.00%
Property Tax Component	1.02%
Amortization Component (30 years)	4.74%
Total Capitalization Rate	14.01%
C. Calculate Mills Act Assessed Value	
Annual Net Income / Capitalization Rate	$523,649.54
D. Determine Estimated Tax Reduction	
Current Taxes (estimated ordinary post-transfer property tax)	$38,940.00
Less Mills Act Taxes (Mills Act Value x 0.0102)	$5,341.23
Potential Annual Mills Act Property Tax Savings	$33,598.77
Potential Annual Cost to the City (16%)	$5,375.80
Potential Total Tax Savings (10-year period)	$335,987.70

1 The expense allowance is a planning assumption used for Mills Act application purposes. Initial utility statements are available as reference; however, usage is still in an early post-acquisition stage and may not yet reflect stabilized long-term occupancy and operating conditions.

2 The projected ordinary property tax used in this analysis was estimated by the applicants based on the purchase price and a planning-level assessment methodology. The attached 2025-26 secured tax bill is included only as a historical reference because it reflects the previous owner's long-held assessed basis and is not representative of post-transfer taxation.

3 This worksheet estimates the tax adjustment possible through the Mills Act Program. Final tax adjustments are conducted by the Los Angeles County Assessor's Office.

Appendix A

Owner's Letter of Intent

Mills Act Historic Property Contract Program

220 Orange Grove Avenue, South Pasadena, California 91030

Date	March 11, 2026
Property	220 Orange Grove Avenue, South Pasadena, California 91030
APN	5317-006-008
Applicant	Hearthstone Dwelling LLC
Managing Member	Wan Kwan Mai

Cultural Heritage Commission
c/o Michael Donovan, Associate Planner
City of South Pasadena Planning and Building Department
1414 Mission Street
South Pasadena, California 91030
By email: mdonovan@southpasadenaca.gov

Re: Mills Act Letter of Intent for 220 Orange Grove Avenue

To the Cultural Heritage Commission:

Hearthstone Dwelling LLC respectfully submits this Letter of Intent to apply for a Mills Act Historic Property Contract for the residence located at 220 Orange Grove Avenue in South Pasadena. Hearthstone Dwelling LLC is the pending purchaser of the property, with escrow currently scheduled to close on March 18, 2026. The purpose of this request is to support the long-term preservation, rehabilitation, and maintenance of a significant historic residence that is already recognized in the City of South Pasadena Inventory of Historic Resources and listed on the California Register of Historical Resources.

The property is a substantial two-story residence constructed in 1913 and identified in the City's historic inventory as a Mission Revival / Craftsman / Prairie style resource. It retains a commanding setting on a large landscaped parcel and preserves many of the architectural qualities that make early South Pasadena estates distinctive: a broad symmetrical front elevation, deep overhanging eaves, a prominent veranda with square columns, original wood windows, historic wood flooring, fireplace surrounds, and a formal interior plan organized around a central hall and principal reception rooms.

The applicants' intent is not simply to modernize the property, but to preserve and restore it as a long-term family home in a manner that respects its historic character. We expect that future work will prioritize the retention and repair of original materials wherever feasible, including significant exterior features, interior millwork, flooring, windows, and other character-defining elements. Necessary modernization of building systems will be approached carefully and discreetly so that the property's historic appearance, materials, and spatial character are maintained to the greatest extent possible.

In preparation for responsible stewardship, the applicants have already commissioned comprehensive professional evaluations of the property, including a general building inspection, structural engineering review, termite inspection, and sewer infrastructure inspection. These evaluations have confirmed that the residence retains strong underlying historic fabric, while also identifying deferred maintenance and infrastructure work typical of a property of this age and scale. Broadly, the preservation needs include drainage and waterproofing improvements, targeted structural and concrete repair in the utility basement area, termite remediation, roof and deck water-management improvements, and modernization of aging mechanical, electrical, plumbing, and sewer systems. Detailed supporting documentation can be provided to the Planning and Building Department or Cultural Heritage Commission upon request.

Historically accurate rehabilitation is important to this project because the value of this property lies not only in its size and location, but in the integrity of its architecture and materials. The Mills Act would provide meaningful support for the careful preservation of the residence by encouraging investment in work that protects the building envelope, extends the life of original features, and ensures that future rehabilitation is consistent with the Secretary of the Interior's Standards for Rehabilitation. The applicants are committed to working collaboratively with City staff and the Cultural Heritage Commission as restoration priorities are identified and refined.

Accordingly, Hearthstone Dwelling LLC respectfully requests that the Cultural Heritage Commission accept this Letter of Intent and allow the property to proceed into the City's Mills Act review process. We appreciate the Commission's consideration and would welcome the opportunity to participate in a site visit and discuss the property, its significance, and its preservation needs in greater detail.

Respectfully submitted,

Wan Kwan Mai
Managing Member
Hearthstone Dwelling LLC
220 Orange Grove Avenue
South Pasadena, California 91030

Photographs - Architectural Character



Front elevation of the residence at 220 Orange Grove Avenue, showing the broad symmetrical facade, deep overhanging eaves, and prominent veranda that define the property's historic character.



Original front porch and recessed entry sequence, including decorative tile flooring and intact entry composition.



Interior view of the main hall and stair, illustrating historic spatial organization, original wood flooring, and preserved interior detailing.



Formal living room with original fireplace surround, historic trim, and large windows overlooking the front garden.

Image source(s): Zillow

Photographs - Existing Conditions and Preservation Needs



Evidence of active water intrusion and staining at framing adjacent to the utility basement area, as documented in the structural evaluation.



Ponding at the deck / flat-roof perimeter, illustrating drainage conditions that warrant historically sensitive correction and waterproofing.



Utility basement overview showing moisture exposure, aging service elements, and the need for coordinated structural and drainage rehabilitation.



Deteriorated concrete surface and efflorescence at the utility basement retaining wall, documenting a major preservation and waterproofing priority.

Image source(s): Various inspection reports

Appendix B

Legal Description

EXHIBIT 'A'

PARCEL 1:

LOTS 19 AND 20 OF A. O. PORTER'S SUBDIVISION OF A PART OF THE PORTER AND GREEN TRACT IN SUBDIVISION "G" OF THE LANDS OF THE SAN GABRIEL ORANGE GROVE ASSOCIATION, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 97 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THE WEST 30 FEET THEREOF AS CONVEYED TO THE CITY OF SOUTH PASADENA FOR THE WIDENING OF ORANGE GROVE AVENUE, BY DEED RECORDED IN BOOK 1462 PAGE 47 OF DEEDS.

ALSO EXCEPT THE NORTH 60 FEET OF SAID LOT 19.

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LOT 21 OF SAID A. O. PORTER'S SUBDIVISION OF A PART OF THE PORTER AND GREEN TRACT IN SUBDIVISION "G" OF THE LANDS OF THE SAN GABRIEL ORANGE GROVE ASSOCIATION, IN THE CITY OF SOUTH PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 97 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 21; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 72.50 FEET TO A POINT; THENCE NORTHERLY ON A LINE AT RIGHT ANGLES TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 103.00 FEET TO A POINT; THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 28.50 FEET TO A POINT; THENCE NORTHERLY ON A LINE AT RIGHT ANGLES TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 21, 52.70 FEET, MORE OR LESS, TO ITS POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY LINE OF SAID LOT 21; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 21, 44.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 21, 155.70 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 5317-006-008

Appendix C

Annual Property Tax Statement

(Pre-acquisition; reference only)

2025

ANNUAL SECURED PROPERTY TAX BILL

2025

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

ELIZABETH BUENROSTRO GINSBERG, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE, CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT propertytax.lacounty.gov

PROPERTY IDENTIFICATION
ASSESSOR'S ID.NO.: 5317 006 008 25 000

OWNER OF RECORD AS OF JANUARY 1, 2025
NOT AVAILABLE ONLINE

MAILING ADDRESS
0049379-0049379 PDFEC 001 1234-- 827443

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

Save Money – Save Time – Pay Online
ttc.lacounty.gov
Electronic Payment Information
(Required for Online and Telephone Payments)
ID#:19 5317 006 008 5 YEAR:25 SEQUENCE:000 1
Personal Identification Number (PIN)
PIN: NXKH6D

SPECIAL INFORMATION

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
220 ORANGE GROVE AVE SOUTH PASA
A O PORTER'S SUB
OF PART OF PORTER AND GREEN TRACT IN DIV
COMPLETE DESCRIPTION IN ASSESSOR RECORDS
TO BEG PART OF LOTS 19,20 AND LOT 21

ASSESSOR'S REGIONAL OFFICE
REGION #05 INDEX: TRA:09030
EAST DISTRICT OFFICE
1190 DURFEE AVE.
SOUTH EL MONTE CA 91733
(626)258-6001

ACCT. NO.: PRINT NO.: 769379 BILL ID.:

DETAIL OF TAXES DUE FOR	ASSESSOR'S ID. NO. 5317 006 008	YR SEQ 25 000	CK 61

AGENCY	AGENCY PHONE NO.	RATE		AMOUNT
GENERAL TAX LEVY				
ALL AGENCIES		1.000000	$	2,503.77
VOTED INDEBTEDNESS				
METRO WATER DIST		.007000	$	17.52
COMMNTY COLLEGE		.010704		26.80
UNIFIED SCHOOLS		.081904		205.07
DIRECT ASSESSMENTS				
SAFE CLEAN WATER	(833) 275-7297		$	233.42
FLOOD CONTROL	(626) 979-5498			62.92
SGV MOSQUITO&VCD	(800) 273-5167			20.00
LIGHT/LANDSCAPE	(949) 955-1500			78.92
CNTY SAN DIST 16	(562) 908-4288			160.00
USGV MWD CHG	(866) 807-6864			10.00
LIBRARY TAX	(626) 403-7330			87.88
MWD STANDBY #15	(866) 807-6864			9.26
RPOSD MEASURE A	(833) 265-2600			89.98
TRAUMA/EMERG SRV	(866) 587-2862			296.79

VALUATION INFORMATION

ROLL YEAR 25-26	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	99,759	99,759
IMPROVEMENTS	157,618	157,618
TOTAL		257,377
LESS EXEMPTION: HOME		7,000
NET TAXABLE VALUE		250,377

1ST	$1,901.17	2ND	$1,901.16	1ST + 2ND	$3,802.33
	DUE NOVEMBER 1, 2025 (After December 10, 2025, add 10% penalty)		DUE FEBRUARY 1, 2026 (After April 10, 2026, add 10% penalty and $10 cost)		IF PAYING BOTH BY DECEMBER 10, 2025 (Include 1st & 2nd stubs if paying by mail)

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

SEE REVERSE SIDE FOR MORE INFORMATION.

DETACH AND MAIL WITH YOUR PAYMENT
SAVE MONEY! SAVE TIME! PAY ONLINE!

ANNUAL **2025**

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

ASSESSOR'S ID. NO.	YR SEQ	CK	PK
5317 006 008	25 000	61	2

FOR MAILING ADDRESS CHANGE
PLEASE SEE REVERSE SIDE OF THIS PAYMENT COUPON.

2ND Installment Taxes due Feb. 1 and must be received or USPS Postmarked by April 10
If received or postmarked after, include 10% penalty and $10 cost

2ND INSTALLMENT DUE: **$1,901.16**

INDICATE AMOUNT PAID

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

41669

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

26425000153170060080000190116000021012766920410

2ND

DETACH AND MAIL WITH YOUR PAYMENT
SAVE MONEY! SAVE TIME! PAY ONLINE!

ANNUAL **2025**

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §6254.21

ASSESSOR'S ID. NO.	YR SEQ	CK	PK
5317 006 008	25 000	61	1

FOR MAILING ADDRESS CHANGE
PLEASE SEE REVERSE SIDE OF THIS PAYMENT COUPON.

1ST Installment Taxes due Nov. 1 and must be received or USPS Postmarked by December 10
If received or postmarked after, include 10% penalty

1ST INSTALLMENT DUE: **$1,901.17**

INDICATE AMOUNT PAID

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

51672

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

25525000153170060080000190117000020912867211210

1ST

335

Appendix D

Initial Utility Statements

(Reference only)

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Go paperless at **www.sce.com/ebilling.** It's fast, easy and secure.

For billing and service inquiries
1-800-684-8123
www.sce.com

Your electricity bill

Customer Account
701037885593

Date bill prepared
05/28/26

220 ORANGE GROVE AVE
SOUTH PASADENA, CA 91030-1614

Amount due $410.67
Due by 06/17/26

Your account summary

Previous Balance	$336.43
Payment Received 05/07/26	-$336.43
Your new charges	$410.67
Total amount you owe by 06/17/26	**$410.67**

Summary of your billing detail

Service account	Service address	Billing period	Your rate	New charges
8022102665	220 ORANGE GROVE AVE SOUTH PASADENA, CA	04/24/26 to 05/25/26	DOMESTIC (SCE)	$293.10
8022102665	220 ORANGE GROVE AVE SOUTH PASADENA, CA	04/24/26 to 05/25/26	DOMESTIC	$117.57
				$410.67

(14-574) Tear here If your contact information has changed please complete the form on the reverse side and return the stub below. Tear here

SOUTHERN CALIFORNIA EDISON®
An EDISON INTERNATIONAL® Company

Customer account 701037885593

Amount due by 06/17/26 **$410.67**

We will automatically debit the total amount due $410.67 from your checking account on or after 06/07/26.
Thank you!

STMT 05282026 P1

HEARTHSTONE DWELLLING LLC
220 ORANGE GROVE AVE
SOUTH PASADENA CA 91030-1614

æ æ æ

SoCalGas

ACCOUNT NUMBER 022 220 0669 0
SERVICE FOR
HEARTHSTONE DWELLING LLC
220 ORANGE GROVE AVE
S PASADENA CA 91030-1614

DATE MAILED May 19, 2026

1-800-427-2200 *English*
1-800-342-4545 *Español*
1-800-252-0259 *TTY*
M-F, 7am-8pm Sat, 7am-6pm
24 Hour Emergency Services Available

socalgas.com

H

Account Summary

Amount of Last Bill			$134.84
Payment Received	04/24/26	THANK YOU	- 134.84
Current Charges			+ 158.76
Total Amount Due			**$158.76**

This bill reflects modified gas charges due to a rate change.

Current Charges

Rate: GR - Residential **Climate Zone:** 1 **Baseline Allowance:** 19 Therms
Meter Number: 14162137 (*Next scheduled read date Jun 16 2026*) **Cycle:** 11

Billing Period	Days	Meter Number	Current Reading	- Previous Reading	= Difference	x Billing Factor	x BTU Factor	= Total Therms
04/15/26 - 05/15/26	30	14162137	4601	4524	77	1.000	1.022	79

GAS CHARGES Amount($)

Customer Charge	30 Days x $.16438		4.93
Gas Transportation *(Details below)*	79 Therms		
	Baseline	**Over Baseline**	
Therms used	19	60	
Rate/Therm	$1.11930	$1.61302	
Charge	$21.27	+ $96.78	= 118.05
Gas Commodity	79 Therms x $.16401		12.96
		Total Gas Charges	**$135.94**

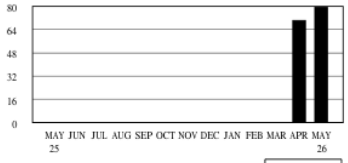
SoCalGas' gas commodity cost per therm for your billing period:
May. . . . . .$.15938 Apr. . . . . .$.16863

TAXES & FEES ON GAS CHARGES Amount($)

State Regulatory Fee	79 Therms x $.00350	.28
Public Purpose Surcharge	79 Therms x $.14503	11.46
South Pasadena City Users Tax	$147.68 x 7.50%	11.08
	Total Taxes and Fees on Gas Charges	**$22.82**
	Total Current Charges	**$158.76**

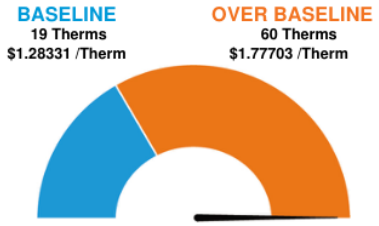
DATE DUE	Jun 9, 2026
AMOUNT DUE	$158.76

Usage History *(Total Therms used)*



	May 25	Apr 26	May 26
Total Therms used	0	70	79
Daily average Therms	.0	2.5	2.6
Days in billing cycle	0	28	30

Your Usage: 79 Therms



The pricing illustrated above represents cost per therm for Baseline and Over Baseline. Actual prices may vary as some credits, discounts and taxes are not added.

CARE to save? Income-qualified customers may receive a 20% discount through the CARE program. Visit socalgas.com/CARE for details.

¿Quiere ahorrar? El programa CARE ofrece un 20% de descuento en la factura mensual a clientes elegibles. Visite socalgas.com/CAREparami

PLEASE KEEP THIS PORTION FOR YOUR RECORDS. (FAVOR DE GUARDAR ESTA PARTE PARA SUS REGISTROS.)
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT. (FAVOR DE DEVOLVER ESTA PARTE CON SU PAGO.)

SoCalGas

Save Paper & Postage
PAY ONLINE
socalgas.com

ACCOUNT NUMBER
022 220 0669 0

DATE DUE	Jun 9, 2026
AMOUNT DUE	$158.76

Please enter amount enclosed.
$

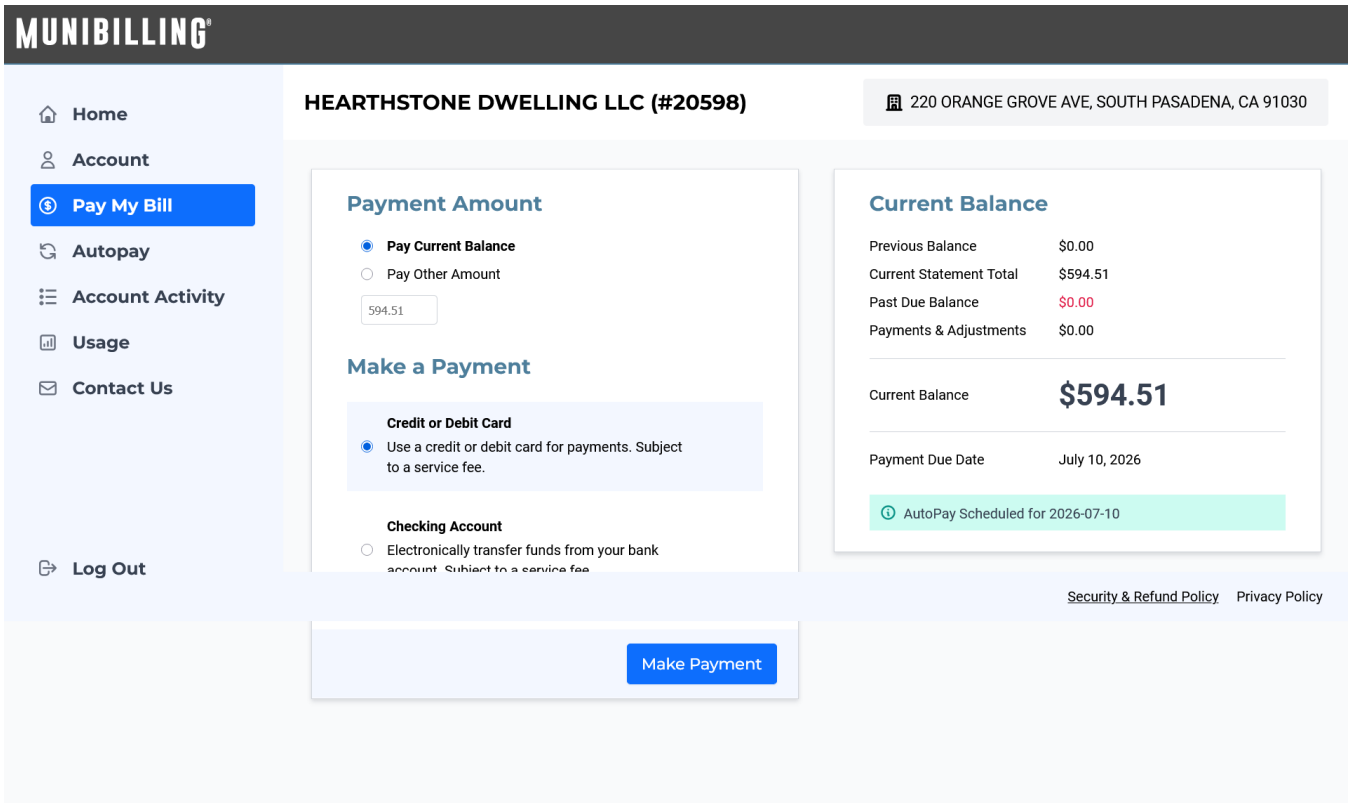
Write account number on check and make payable to SoCalGas.

CY 11 6527 0533 P

HEARTHSTONE DWELLING LLC
220 ORANGE GROVE AVE
S PASADENA CA 91030-1614

SoCalGas
PO BOX C
MONTEREY PARK CA 91756-5111

80 0222200669 00015876 06 0222200669 0000239209


MUNIBILLING
Home
Account
Pay My Bill
Autopay
Account Activity
Usage
Contact Us
Log Out
HEARTHSTONE DWELLING LLC (#20598)
220 ORANGE GROVE AVE, SOUTH PASADENA, CA 91030
Payment Amount
Pay Current Balance
Pay Other Amount
594.51
Make a Payment
Credit or Debit Card
Use a credit or debit card for payments. Subject to a service fee.
Checking Account
Electronically transfer funds from your bank
Make Payment
Current Balance
Previous Balance $0.00
Current Statement Total $594.51
Past Due Balance $0.00
Payments & Adjustments $0.00
Current Balance $594.51
Payment Due Date July 10, 2026
AutoPay Scheduled for 2026-07-10
Security & Refund Policy
Privacy Policy

Appendix E

Rent Estimate Screenshot



91030 Market Summary

The average rent for all bedrooms and all property types in 91030 is **$2,695.**

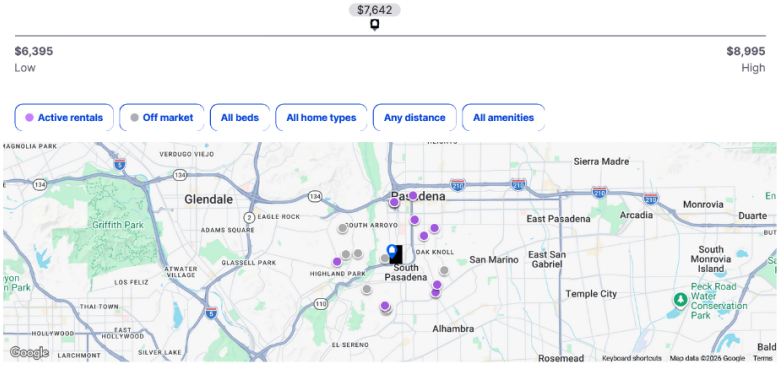
Average rent	Month-over-month change	Year-over-year change	Available rentals
$2,695	-$55	+$95	89

Source: Zillow Rentals data

Local rental marketplace

Based on your Rent Zestimate® of $7,642 **Adjust rental price**

PDF



		My property		
$7,500/mo $3.38 per sq. ft.	$7,500/mo $2.31 per sq. ft.	$7,642/mo $1.62 per sq ft	$8,000/mo $3.59 per sq. ft.	$8,000/mo $3.32 per sq. ft.
1855 Alpha St 1.5 miles away Active 4 days	1600 Garfield Ave 1.6 miles away Active 6 days	220 Orange Grove Ave Adjust price	6565 Pickwick St 1.0 mile away Last seen May 22nd	460 Winthrop Rd 1.5 miles away Active 1 day
4 beds 2 baths 2,222 sq. ft.	3 beds 3 baths 3,242 sq. ft.	**6 beds** **4 baths** **4711 sq ft**	3 beds 2 baths 2,226 sq. ft.	3 beds 2 baths 2,410 sq. ft.
No laundry	In-unit laundry		No laundry	In-unit laundry
Garage parking	No parking		No parking	No parking
Has A/C	No A/C		No A/C	Has A/C
No heating	No heating		No heating	Has heating
No pets	Cats & small dogs		No pets	No pets

Resources for Pricing and Renting your Property

What is the Rent Zestimate®?

Determining Rental Price Tutorial

Guide to Raising Rent

Collect Rent Online with Zillow

Landlord Tools & Resources

Appendix F

General Inspection Summary

LINCOLN INSPECT

SUMMARY

220 Orange Grove Ave, South Pasadena, CA 91030
Dan and Ashlynn Mai
02/27/2026

Christian Lincoln
Licensed General Building Contractor CA.
Lic. # 1092497 Internachi Certified
NACHI24070809
Lincoln Inspect
213-537-3161
christian@lincolninspect.com



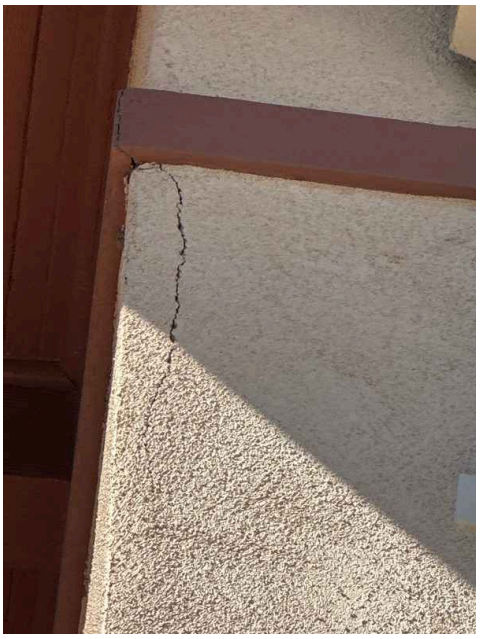
2.2.1 Siding, Flashing & Trim

CRACKING - MINOR

Recommendation

Siding showed cracking in one or more places. This is a result of temperature changes, and typical as homes with stucco age. Recommend monitoring.





2.2.2 Siding, Flashing & Trim

EVIDENCE OF WATER INTRUSION

Recommendation

Siding showed signs of water intrusion. This could lead to further siding deterioration and/or mold. Recommend a qualified siding contractor evaluate and repair.





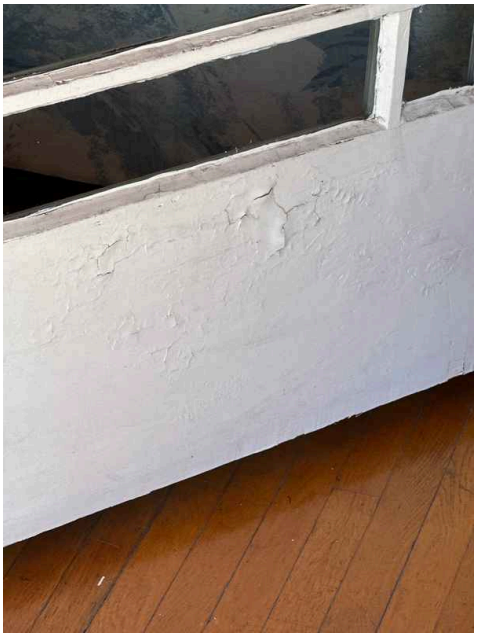
2.3.1 Exterior Doors

PAINT/REFINISH NEEDED

Recommendation

Door finish is worn. Recommend refinish and/or paint to maximize service life.

Here is a DIY article on refinishing a wood door.



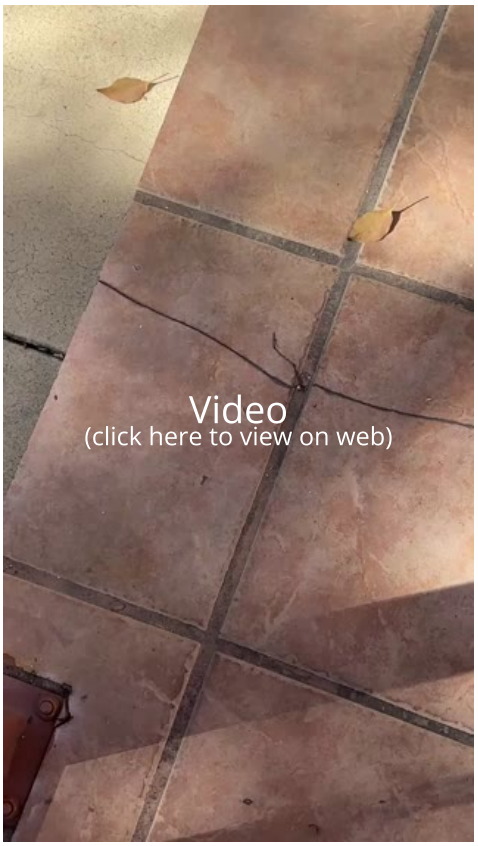
2.4.1 Decks, Balconies, Porches & Steps

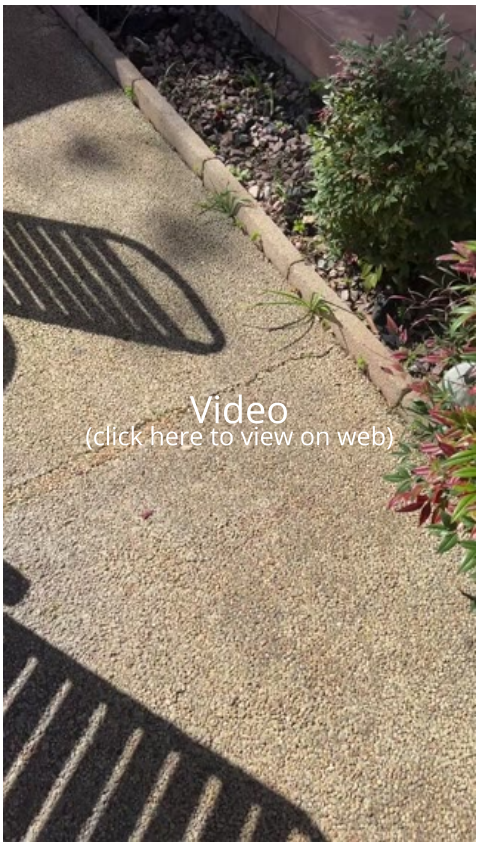
CRACKED TILE

Recommendation

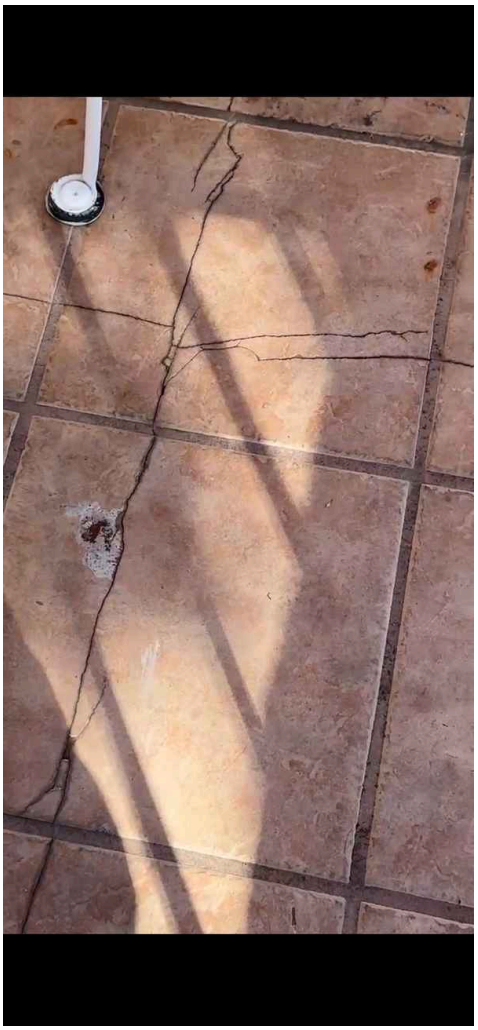
Recommendation

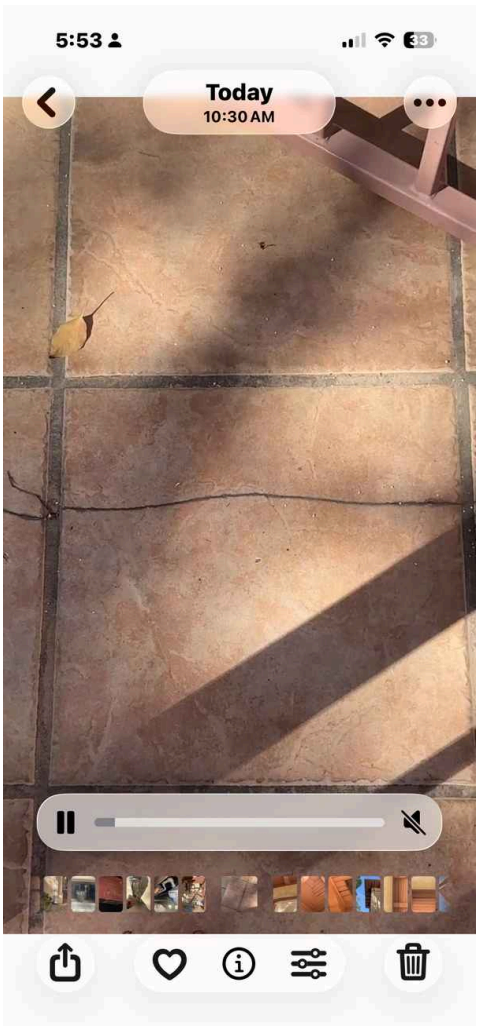
Contact a qualified professional.


Video
(click here to view on web)


Video
(click here to view on web)









2.4.2 Decks, Balconies, Porches & Steps

TRELLIS ROT

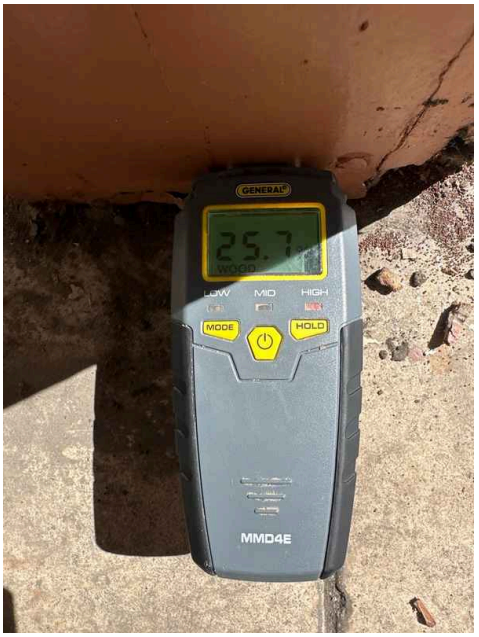
Recommendation

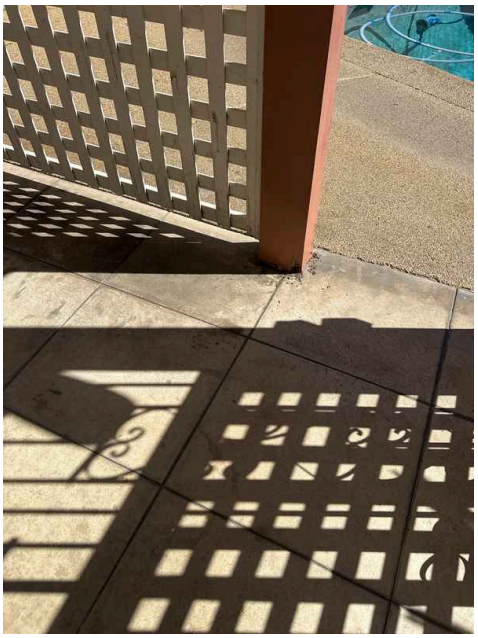
Recommendation

Contact a qualified professional.











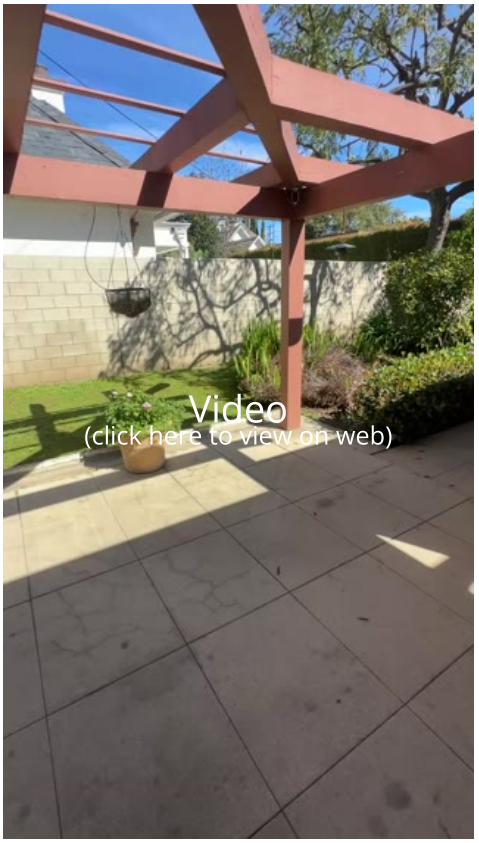
2.4.3 Decks, Balconies, Porches & Steps

NEGATIVE WATER FLOW

Recommendation

Contact a qualified professional.

Recommendation



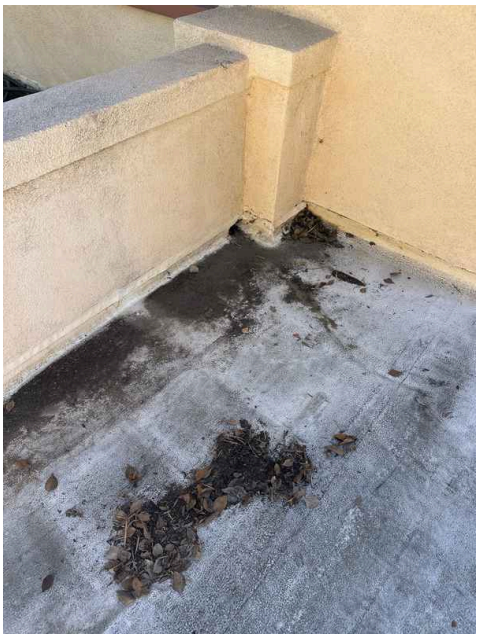
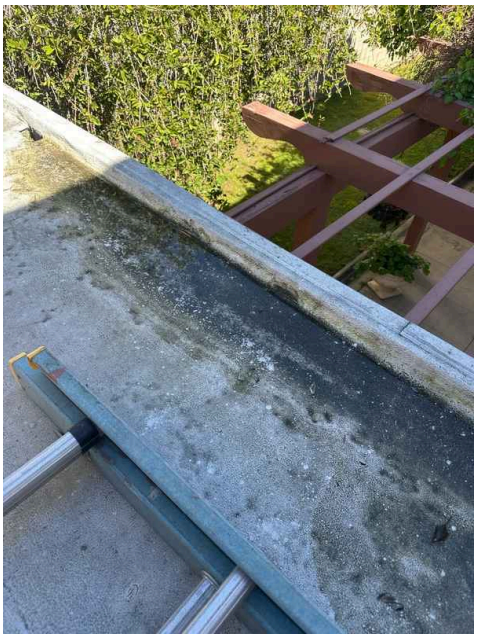
2.4.4 Decks, Balconies, Porches & Steps

STANDING WATER

Recommendation

Contact a qualified professional.

Recommendation

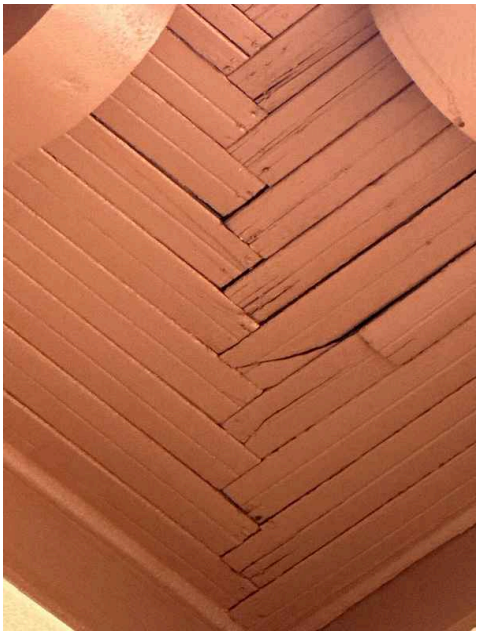




2.5.1 Eaves, Soffits & Fascia

EAVES - WATER STAINS

Recommendation

Water stains were observed under the roof eaves. This may indicate an active leak. Recommend qualified roofer evaluate & repair.


2.5.2 Eaves, Soffits & Fascia

MINOR CRACK

Recommendation

Recommendation

Contact a qualified professional.



2.5.3 Eaves, Soffits & Fascia

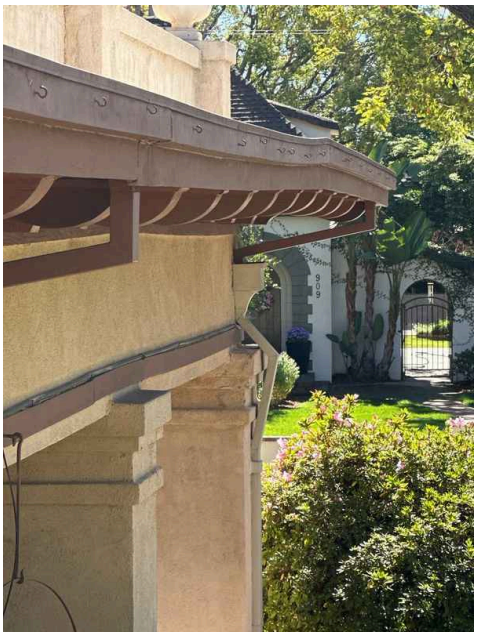
SOFFIT DAMAGE

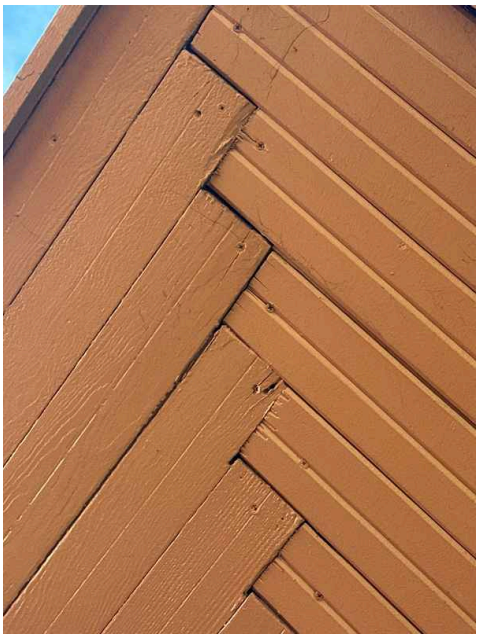
Recommendation

Contact a qualified professional.

Recommendation







2.6.1 Vegetation, Grading, Drainage & Retaining Walls

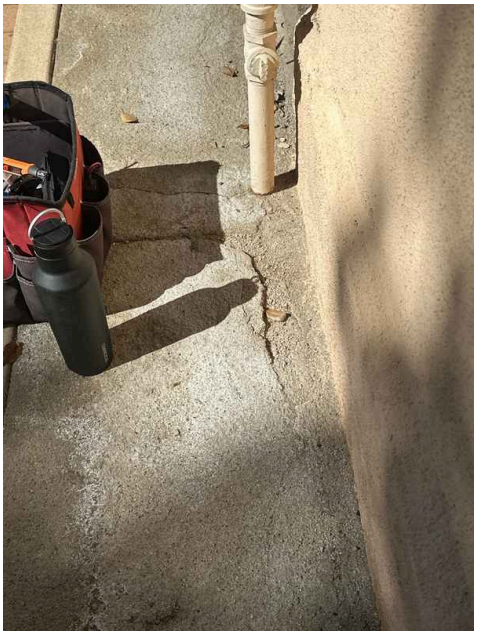
NEGATIVE GRADING

Recommendation

Grading is sloping towards the home in some areas. This could lead to water intrusion and foundation issues. Recommend qualified landscaper or foundation contractor regrade so water flows away from home.

Here is a helpful article discussing negative grading.

Recommendation
Recommend monitoring.





2.6.2 Vegetation, Grading, Drainage & Retaining Walls

BASEMENT GRATES

Recommendation

Recommendation
Contact a qualified professional.



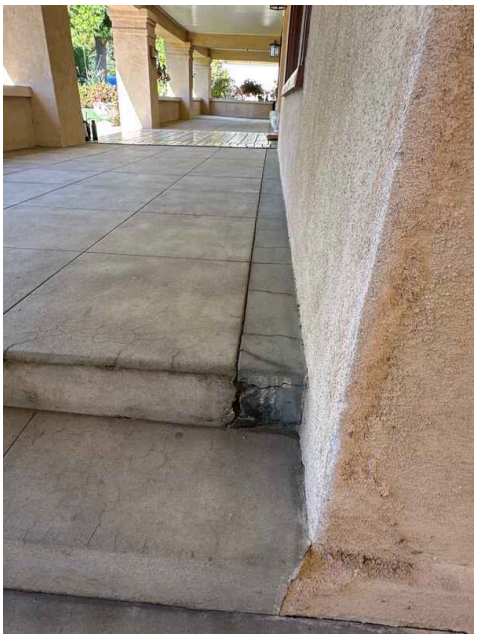
2.7.1 Walkways, Patios & Driveways

PATIO CRACKING - MINOR

Recommendation

Normal settling & cracking observed. Recommend monitor and/or patch/seal.

Here is a helpful article on repairing cracked patios.




3.1.1 Coverings

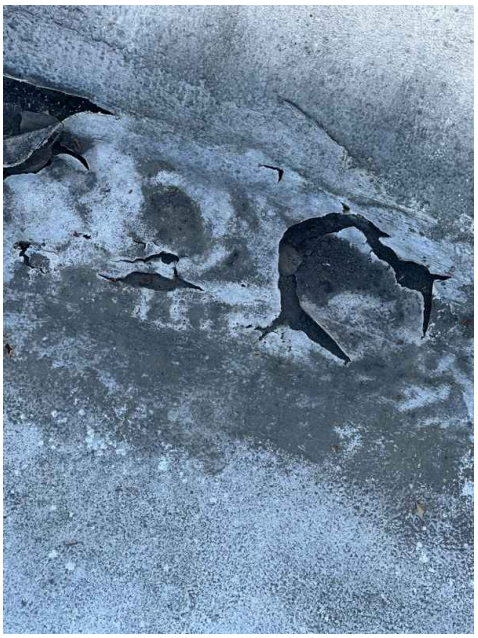
DELAMINATION

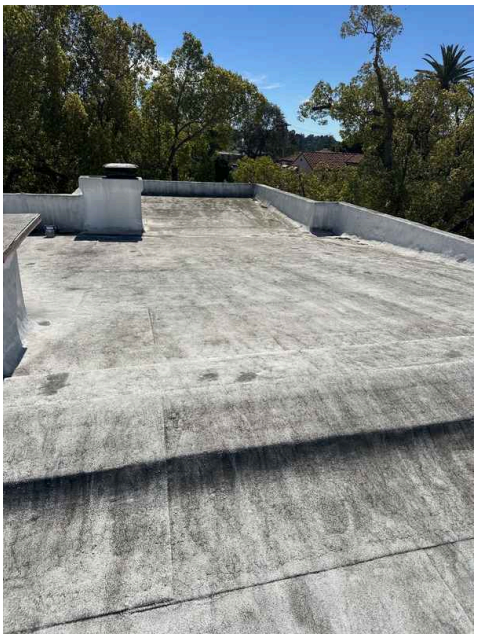
Recommendation

The asphalt shingle roof shows signs of delamination. Delamination is separation of the surface layer of asphalt. Recommend a qualified roofing contractor evaluate and repair to prevent further deterioration that results in leaking and moisture intrusion.

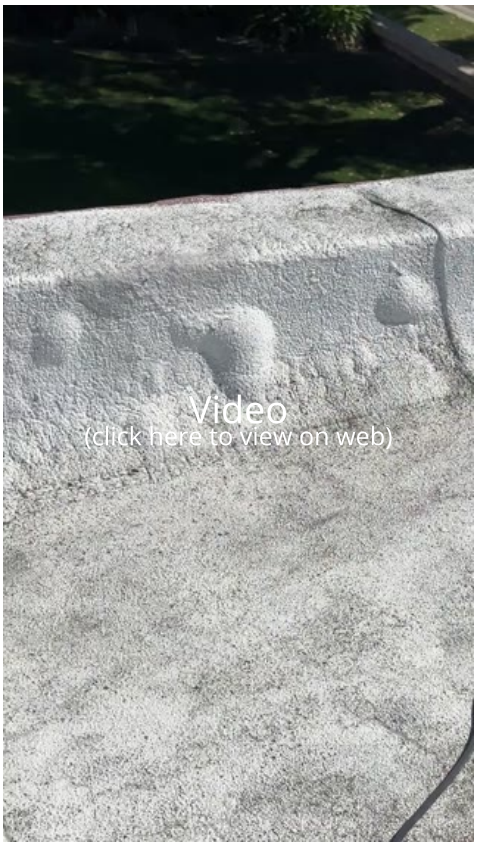










3.2.1 Roof Drainage Systems

DOWNSPOUTS DRAIN NEAR HOUSE

Recommendation

One or more downspouts drain too close to the home's foundation. This can result in excessive moisture in the soil at the foundation, which can lead to foundation/structural movement. Recommend a qualified contractor adjust downspout extensions to drain at least 6 feet from the foundation.

Here is a helpful DIY link and video on draining water flow away from your house.





4.1.1 Foundation
WATER INTRUSION

Safety Hazard

Water intrusion was evident on the surface of the floor slab or in the basement/crawlspace. This can compromise the soil's ability to stabilize the structure and could cause damage. Recommend a qualified contractor identify the source of moisture and remedy.





4.1.2 Foundation
FOUNDATION CRACKS - MINOR

Recommendation

Minor cracking was noted at the foundation. This is common as concrete ages and shrinkage surface cracks are normal. Recommend monitoring for more serious shifting/displacement.

Here is an informational article on foundation cracks.

4.2.1 Basements & Crawlspaces
HIGH MOISTURE LEVELS

Recommendation

High levels of moisture were noted in areas of the basement. Recommend monitoring and finding source of moisture intrusion to prevent damage to structure.




4.2.2 Basements & Crawlspaces

STANDING WATER

Recommendation

Observed signs on basement floor that standing water may have been present. Recommend a qualified contractor evaluate and find potential moisture source.




4.2.3 Basements & Crawlspaces

POOR DRAINAGE

Recommendation

The issue in your basement involves long-term water infiltration (likely for decades) primarily through grates on the exterior walkway around the house. This has caused significant moisture problems in a mixed setup (partial crawlspace and partial traditional basement with 9-foot ceilings), leading to buckling and blistering paint on the concrete walls, probable mold growth, and overall dampness. The core recommendation is moisture mitigation — addressing the source externally if possible (e.g., improving drainage around grates, grading, gutters), but since you're focusing on interior fixes, the process centers on cleaning/removing old paint, killing mold, thoroughly drying, improving airflow, and resealing the walls.

Here's a summarized, step-by-step DIY approach based on standard best practices for remediating water-damaged basement concrete walls. Safety first: Wear gloves, eye protection, an N95 mask (or better for mold), and ensure good ventilation. If mold covers large areas (>10 sq ft) or you suspect black mold/toxicity, consult a professional remediator. Fix exterior water sources first/as much as possible to prevent recurrence.

Step 1: Address the Moisture Source and Prepare the Space

- Stop/minimize new water entry: Redirect downspouts, improve grading away from the house, clean/repair exterior grates/drains, or add extensions/diverters. This is critical — interior fixes alone won't last without controlling the source.
- Remove any standing water with a wet vac or pump.
- Clear the area: Move items out, improve access to walls.

Step 2: Remove Old Buckling/Blistering Paint from Concrete Walls

The paint is failing due to trapped moisture — remove as much loose material as possible for better adhesion of new sealants.

- Scrape off all loose, buckling, or blistering paint using a putty knife, scraper, or wire brush.
- For stubborn areas: Use a wire cup brush attachment on a drill (effective and low-chemical) or a diamond cup wheel grinder (more aggressive but dusty — use dust control/vacuum).
- Avoid full chemical strippers unless necessary (they can be messy on porous concrete); mechanical methods work well for loose paint.
- Scrub/wire brush remaining spots to get down to bare concrete where possible. Full removal to bare concrete is ideal but often not fully achievable without sandblasting — focus on removing loose material and roughing up the surface.
- Clean thoroughly: Wash walls with TSP (trisodium phosphate) or mild detergent, rinse well, and remove efflorescence (white powdery deposits) with a wire brush or mild acid wash (like muriatic acid diluted per instructions — neutralize after).

Step 3: Kill and Remove Mold

Mold thrives in damp concrete — kill it after paint removal but before full drying/sealing.

- Mix a solution: Use a 1:10 bleach-to-water ratio (or hydrogen peroxide 3%, or borax-based cleaner) for mold killing.
- Spray/apply to affected areas, scrub with a stiff brush, let sit 10-15 minutes.

- Rinse thoroughly with clean water.
- For porous concrete, some recommend a dedicated mold killer/fungicide (e.g., concrobium or commercial products).
- HEPA vacuum any debris/spores.
- Note: Bleach kills surface mold but doesn't penetrate deep — drying is key to prevent regrowth.

Step 4: Dry Out the Basement Thoroughly with Dehumidification and Airflow

This is the most important step — concrete can hold moisture for weeks/months.

- Run a high-capacity dehumidifier (sized for your basement square footage, e.g., 50-70 pint for average basements) continuously. Set to 45-50% humidity or lower. Empty or drain it regularly (or to a sump/pump).
- Improve airflow: Use multiple box fans or high-velocity air movers — position to blow across walls/floors, create cross-ventilation (one exhausting moist air out a window, others circulating). Open windows if outdoor air is drier.
- Monitor with a moisture meter (aim for concrete <15-18% moisture content) and hygrometer — drying can take days to weeks depending on severity.
- Run fans/dehumidifier 24/7 until humidity stays low and no damp smell remains.

Step 5: Reseal the Walls for Moisture Protection

Once completely dry (critical!), apply a waterproof sealer.

- Repair cracks/holes: Use hydraulic cement for active leaks or larger cracks (sets fast even in wet conditions).
- Apply a waterproofing product: Options include masonry waterproofers like Drylok, RadonSeal (penetrating), or similar breathable sealants. Apply 2-3 coats per instructions (roller/brush), starting from bottom up.
- For better results: Consider a vapor barrier system or dimple mat/drainage channel if issues persist (more advanced interior drainage).
- Avoid trapping moisture — use breathable sealers if possible.

After this, maintain with ongoing dehumidifier use (especially in humid seasons), monitor for new moisture, and consider professional waterproofing (e.g., interior drain/sump) for long-term fix if infiltration continues.

This process should significantly improve the space, but decades of damage may require multiple cycles or pro help for full resolution. If you're unsure about any step, a local basement waterproofing

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This process should significantly improve the space, but decades of damage may require multiple cycles or pro help for full resolution. If you're unsure about any step, a local basement waterproofing specialist can inspect. Good luck !

!

Recommendation

Contact a qualified professional.







4.6.1 Ducts

BROKEN DUCTS

Recommendation

Contact a qualified professional.

Safety Hazard





4.6.2 Ducts

POSSIBLE ASBESTOS,

Recommendation

Contact a qualified professional.

Recommendation



5.1.1 Equipment
CORROSION
Recommendation

Furnace was corroded in one or more areas. This could be the result of improper venting, which the source would need to be identified. Recommend a HVAC contractor evaluate and repair.

5.1.2 Equipment
NEEDS REPLACEMENT
Safety Hazard

A new unit will save money on bills, be more efficient, provide quicker heating and cooling. this unit is on 40 years old. It's miraculous that it's still running.

Recommendation
Contact a qualified HVAC professional.

5.1.3 Equipment
INOPERABLE
Safety Hazard

Heating element was inoperable at time of inspection. Recommend qualified HVAC professional evaluate & ensure functionality.

5.3.1 Distribution Systems
DUCTS NOT SEALED
Safety Hazard

Air supply ducts were not properly sealed. Recommend a qualified HVAC contractor seal supply and return ducts for maximum efficiency.

5.3.2 Distribution Systems
DUCT DAMAGED
Safety Hazard

Air supply duct was damaged. Recommend a qualified HVAC contractor repair.

5.3.3 Distribution Systems
POSSIBLE ASBESTOS
Safety Hazard

Recommendation
Contact a qualified professional.







7.2.1 Main & Subpanels, Service & Grounding, Main Overcurrent Device

MISSING GFCI & AFCI BREAKERS

Safety Hazard

MAIN AND DISTRIBUTION PANELS

 Why Add GFCI and AFCI Protection?

✅ GFCI Breakers

Purpose: Protect against shock hazards caused by ground faults.

- Required in wet or damp locations:
- Bathrooms
- Kitchens
- Garages
- Outdoor circuits
- Unfinished basements
- Laundry areas
- Pool/spa circuits
- Utility sinks
- If these circuits don't have GFCI outlets or breakers now, yes—it would be wise and code-compliant to upgrade.

✅ AFCI Breakers

Purpose: Protect against electrical fires caused by arc faults (e.g., damaged wire insulation or loose connections).

- Required in living areas, including:
- Bedrooms
- Living rooms
- Dining rooms
- Hallways
- Closets
- Any other finished space inside the home
- AFCI requirements have expanded over the past 10–15 years as fire safety standards have been updated.

Do You Need to Upgrade the Panel for GFCI or AFCI?

Probably not. Your panel appears to have enough space and capacity for modern GFCI and AFCI circuit breakers of the same amperage. Modern breakers that combine GFCI + AFCI ("Dual Function") are also available.

However:

- Check compatibility: GFCI/AFCI breakers must be compatible with your panel brand. (Your panel looks like a Square D or Cutler-Hammer type, but exact model matters.)
- You might need a licensed electrician to properly install and test them, as they need a neutral connection and proper grounding.

⚠ Why It's Still a Good Idea Even If It's Not "Required"

Even if your local code doesn't require retrofitting, upgrades to GFCI and AFCI:

- Add critical safety—protecting people from electric shock and preventing electrical fires
- Are often encouraged by insurance and home inspectors, especially when selling a home
- Could be relatively inexpensive compared to the safety improvement

 Recommendation

- At minimum, consider selling areas like:
- Garage (GFCI)
- Outlets near laundry/pool/spa (GFCI)

- Bedrooms and living areas (AFCI)
- Add or replace outlets with GFCI/AFCI outlet devices if breakers aren't an option.

Would you like help identifying which circuits in your panel would benefit the most from an upgrade? I can suggest which ones likely need GFCI or AFCI based on your labe

Recommendation
Contact a qualified electrical contractor.

7.2.2 Main & Subpanels, Service & Grounding, Main Overcurrent Device

MISSING LABELS ON PANEL

Recommendation

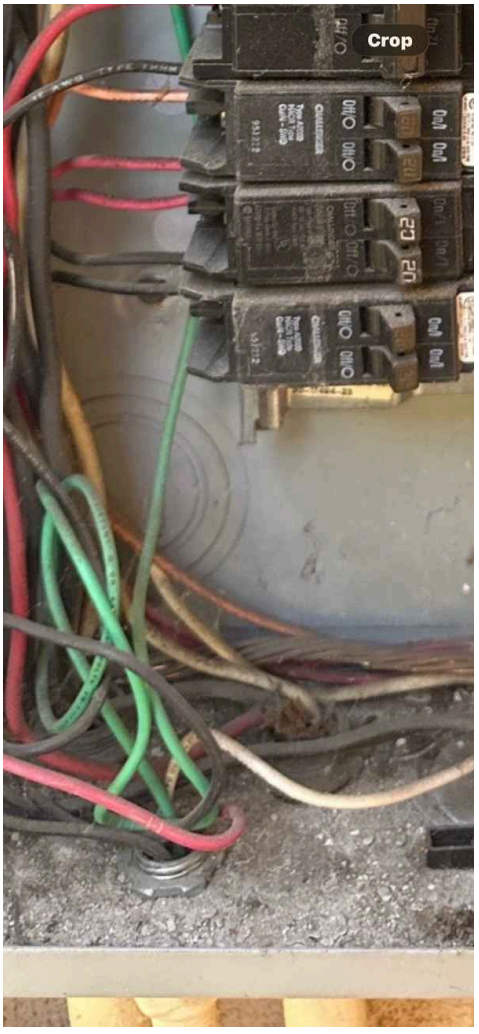
At the time of inspection, panel was missing labeling. Recommend a qualified electrician or person identify and map out locations.

7.2.3 Main & Subpanels, Service & Grounding, Main Overcurrent Device

CORROSION AND DEBRIS

Recommendation

Recommendation
Contact a qualified electrical contractor.

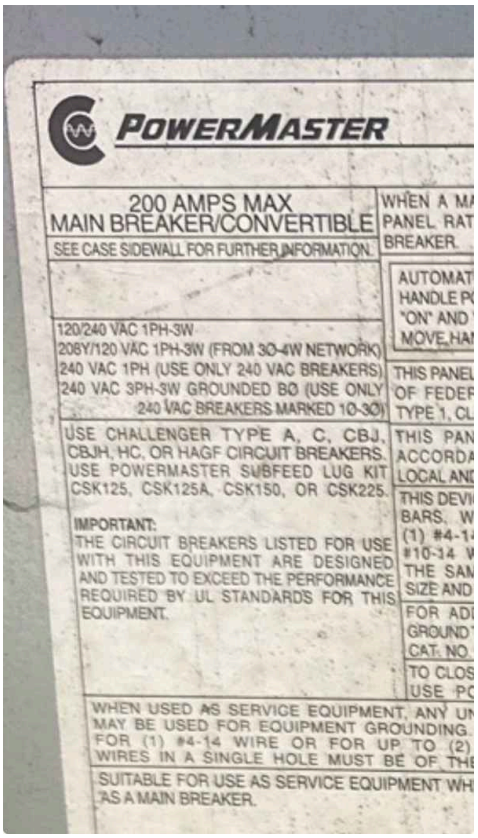


7.2.4 Main & Subpanels, Service & Grounding, Main Overcurrent Device

NOTORIOUSLY BAD PANEL

Recommendation

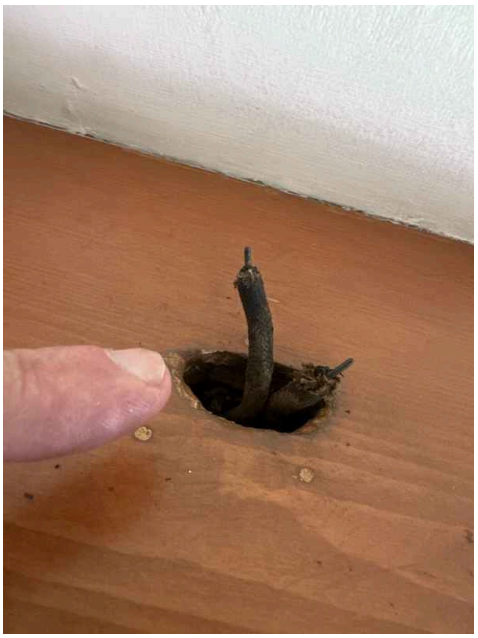
Recommendation
Contact a qualified professional.



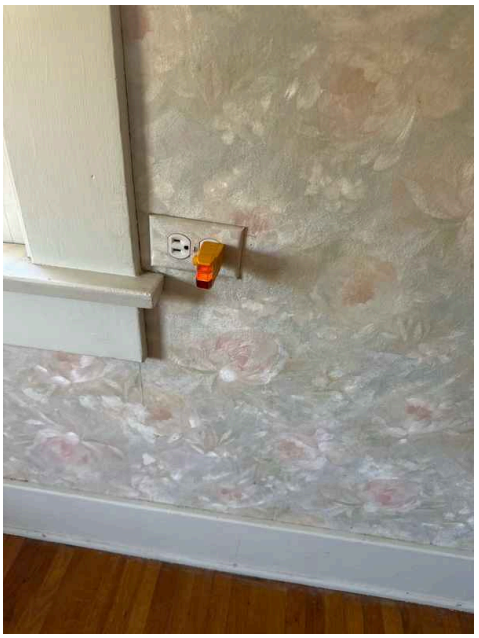
7.3.1 Branch Wiring Circuits, Breakers & Fuses

IMPROPER WIRING

Recommendation







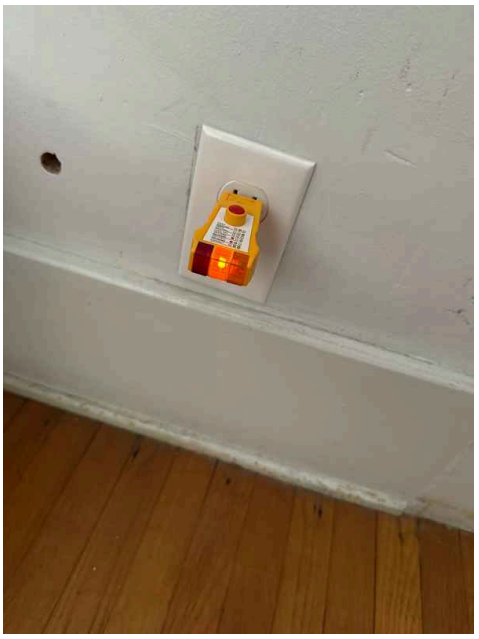
7.4.1 Lighting Fixtures, Switches & Receptacles

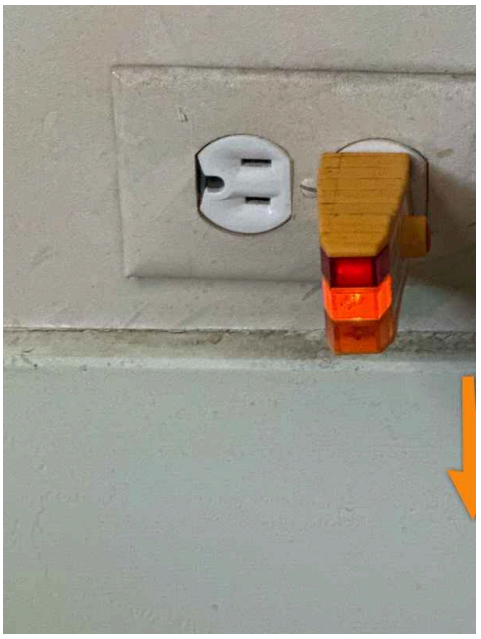
UNGROUNDED RECEPTACLE

Recommendation

One or more receptacles are ungrounded. To eliminate safety hazards, all receptacles in kitchen, bathrooms, garage & exterior should be grounded.







7.4.2 Lighting Fixtures, Switches & Receptacles

COVER PLATES DAMAGED

Recommendation

One or more receptacles have a damaged cover plate. Recommend replacement.

7.4.3 Lighting Fixtures, Switches & Receptacles

MISSING GFCI'S

Safety Hazard

Missing GFCI (Ground Fault Circuit Interrupter) breakers or receptacles can pose significant safety hazards, particularly in areas where electrical shocks are more likely. Here's why this is an issue:

• Prevention of Electrical Shock: GFCI devices are designed to quickly (within milliseconds) interrupt power when they detect a ground fault, which occurs when electricity flows through an unintended path, such as through a person to ground. Without GFCI protection, someone could be seriously injured or killed by an electric shock, especially in wet or damp environments like bathrooms, kitchens, garages, or outdoor areas.

• Code Compliance: The National Electrical Code (NEC) mandates GFCI protection for specific circuits, such as those within 6 feet of sinks (e.g., kitchen countertops), in bathrooms, outdoors, garages, and unfinished basements, as well as for all 15A and 20A, 125V receptacles in these locations. For your panel, likely installed in the mid-1980s, it predates some of these requirements, which have been updated over time (e.g., NEC 1990, 1996, 2008, and 2020 revisions). Non-compliance with current codes (e.g., NEC 2020) during renovations or sales inspections could lead to fines or failed inspections.

• Fire and Appliance Damage Risk: Without GFCI protection, small leaks of current (e.g., from faulty wiring or appliances) can go undetected, potentially causing overheating, arcing, or fires. This is especially critical in older homes where wiring insulation may have degraded over 40 years.

• Vulnerability in Wet Conditions: Areas prone to moisture increase the likelihood of ground faults. For example, a hairdryer dropped in a bathroom sink or a power tool used outdoors without GFCI protection could result in a lethal shock if the circuit lacks this safeguard.

In your panel, the absence of GFCI breakers (or GFCI receptacles downstream) for labeled circuits like "7 GFI" suggests either the protection was never installed or has failed. Since your panel is from the 1980s, it may not have originally included GFCI breakers, which became more common in the 1990s. Retrofitting GFCI breakers (e.g., GE THQL-GF models) or installing GFCI outlets can address this, but a licensed electrician should assess each circuit to ensure proper placement and functionality, as miswiring can render GFCI ineffective.

Recommendation
Contact a qualified electrical contractor.



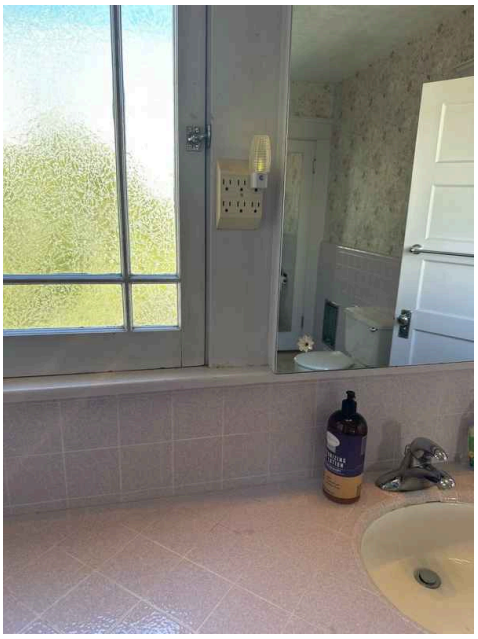


7.4.4 Lighting Fixtures, Switches & Receptacles

INADEQUATE NUMBER OF RECEPTACLES

Recommendation

There is a minimal number of receptacles in the home. This can cause a short circuit if increased demand is present. Recommend licensed electrician add additional receptacles.




7.6.1 Smoke Detectors

PAST AGE OF EXPIRATION

Safety Hazard

WHOLE HOUSE

When smoke detectors and CO2 detectors turn yellow, they are past their 12 year age of expiration. They all need to be replaced.

Recommendation
Contact a qualified electrical contractor.

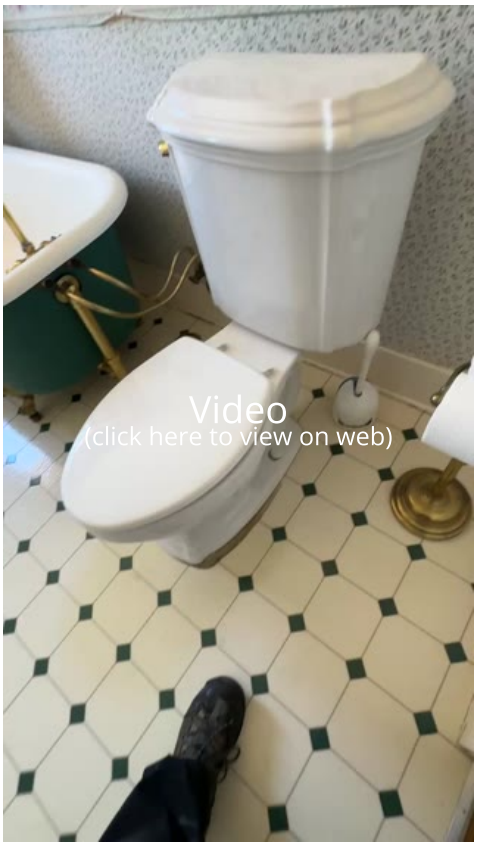


8.2.1 Drain, Waste, & Vent Systems

IMPROPER CONNECTION

Recommendation

An improper connection was observed at a drain, waste or vent pipe. Recommend a qualified plumber evaluate and repair.

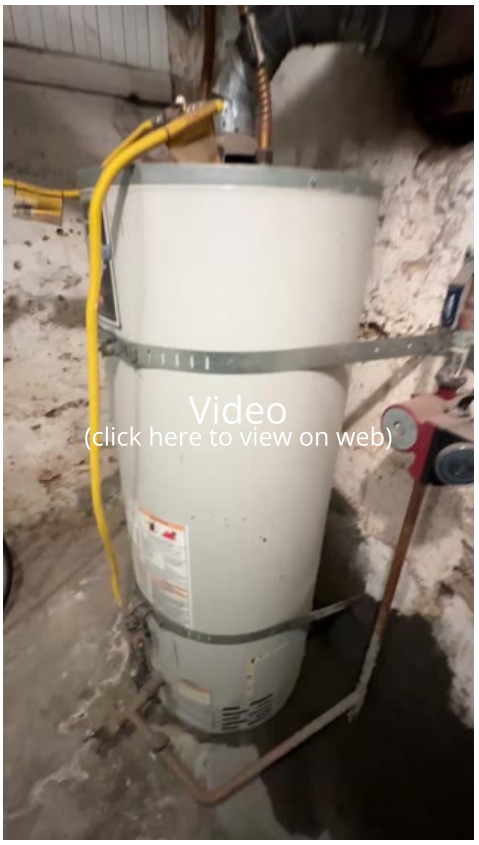


8.4.1 Hot Water Systems, Controls, Flues & Vents

IMPROPER INSTALLATION

Safety Hazard

Water heater is improperly installed or in a dangerous location.
Recommend qualified plumber evaluate & repair/relocate.

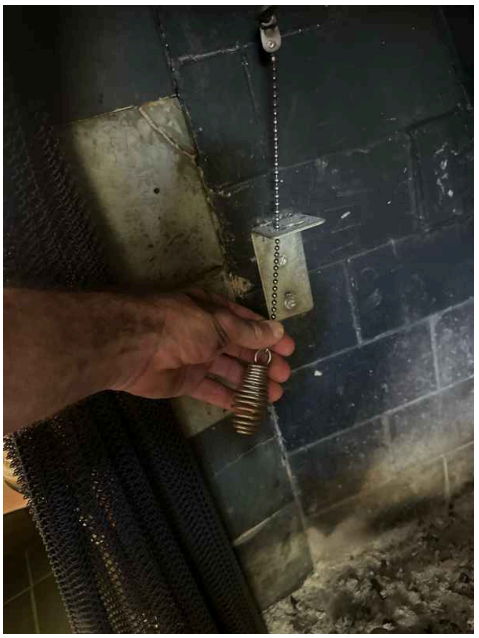


9.3.1 Damper Doors

DAMPER INOPERABLE

Recommendation

Damper was inoperable, which could allow toxic fumes into the home. Recommend a qualified fireplace contractor evaluate and repair.



9.4.1 Cleanout Doors & Frames

CREOSOTE BUILDUP

Recommendation

There was a notable amount of creosote buildup in the flue. Recommend a qualified fireplace or chimney contractor inspected and sweep on annual basis.

9.4.2 Cleanout Doors & Frames

NO FIREPLACE SCREEN

Recommendation

Fireplace screen was missing in front of fireplace. Fire logs can split, so this is recommended as a safety precaution.

10.1.1 Attic Insulation

INSUFFICIENT INSULATION

Recommendation

Insulation depth was inadequate. Recommend a qualified attic insulation contractor install additional insulation.

10.1.2 Attic Insulation

IMPROPER INSTALLATION

Recommendation

Attic insulation was improperly installed. Recommend a qualified insulation contractor evaluate and correct.

10.4.1 Exhaust Systems

BATHROOM VENTS INTO ATTIC

Recommendation

Bathroom fan vents into the attic, which can cause moisture and mold. Recommend a qualified attic contractor property install exhaust fan to terminate to the exterior.

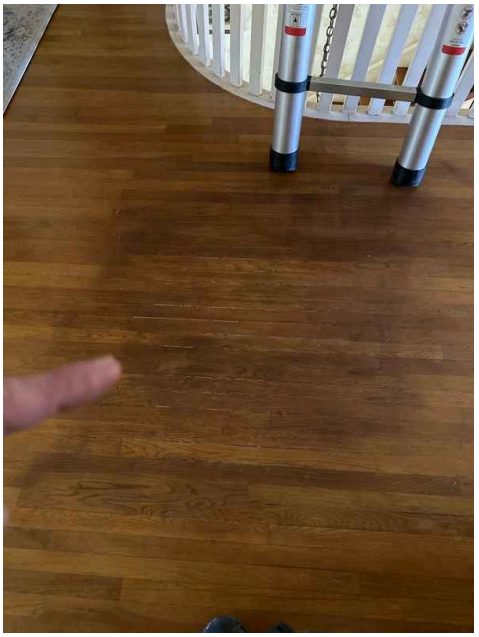


11.3.1 Floors

DAMAGED (GENERAL)

Recommendation

The home had general moderate damage visible at the time of the inspection. Recommend service by a qualified contractor.



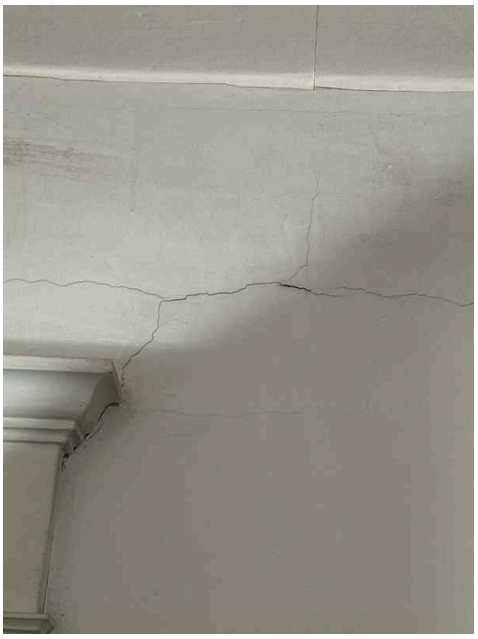
11.4.1 Walls

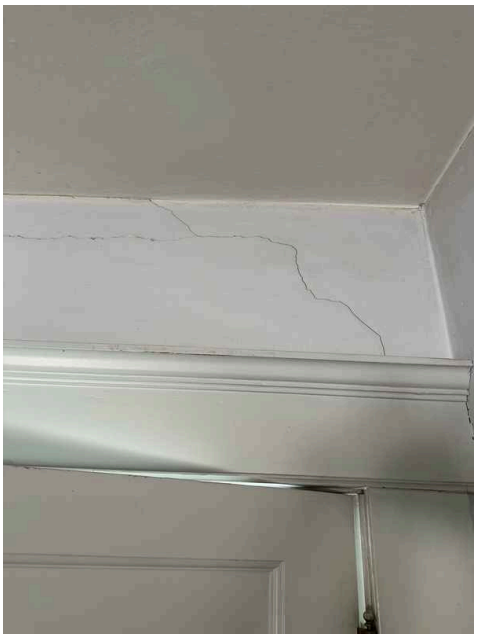
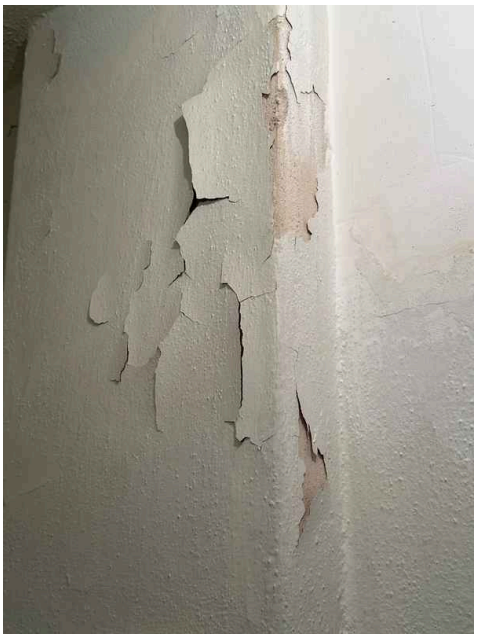
PAINT CRACKING

Recommendation

Wall paint was cracking in one or more areas. Recommend a qualified painter evaluate and apply a new coat.

Here is a DIY article on treating cracking paint.



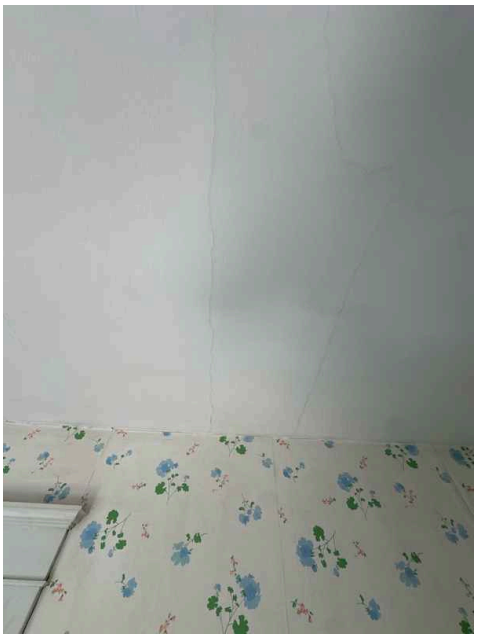
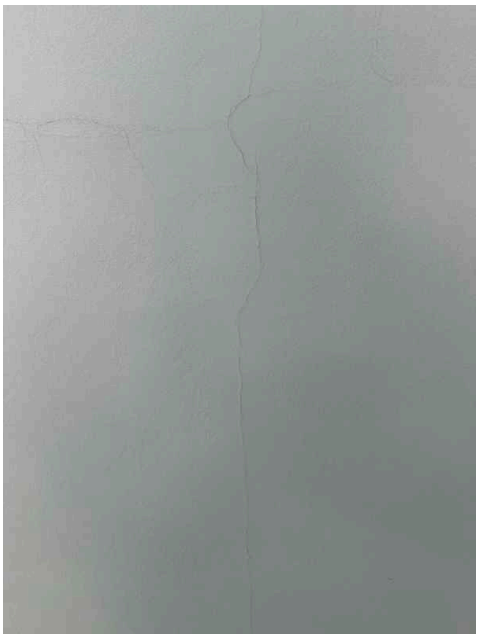



11.5.1 Ceilings

MINOR DAMAGE

Recommendation

Minor damage or deterioration to the ceiling was visible at the time of the inspection.

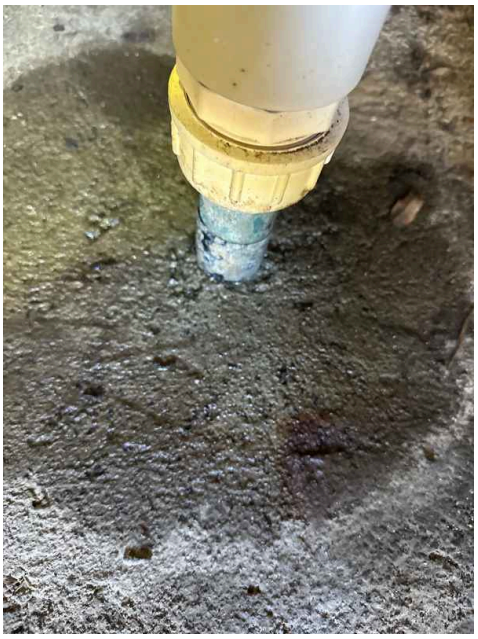
14.1.1 Equipment

LEAK

Recommendation

Recommendation

Contact a qualified professional.






15.1.1 Photos

ZINSCO SERVICE PANEL

Safety Hazard

This is a Zinsco electrical panel (or a very close variant, often labeled under related names like Zinsco Magnetrip, GTE Sylvania-Zinsco, or similar branding from that era). The photo shows classic identifying features:

- The “Zinsco” ; it’s widely recognized as Zinsco based on the design).
- Black circuit breakers with vertical toggle handles (many rated 20A, one 15A), often with colored or striped indicators.
- The overall rusty, aged gray enclosure with exposed wiring and a main disconnect (the double-pole at the top labeled “1001” or similar).
- It’s a smaller panel (likely 100-amp service based on the main breaker size and typical for guest houses/ADUs), fed by conduit from the meter.

Zinsco panels were manufactured primarily from the 1950s through the mid-1970s and were common in California homes (including many Craftsman-era properties that got electrical updates post-WWII).

Why This Panel Is a Major Safety Concern

Zinsco panels have a well-documented, serious design flaw that makes them a known fire hazard:

- The circuit breakers can fail to trip during overloads or short circuits. Instead of shutting off power, they may melt, fuse, or weld themselves to the aluminum bus bars inside the panel.
- This creates a dangerous situation: The breaker handle might look “off,” but electricity continues flowing, leading to overheating, arcing, and potential electrical fires without warning.
- The aluminum bus bars corrode over time, worsen loose connections, and contribute to hidden damage.
- These issues have been reported for decades by electricians, inspectors, and insurance companies. Zinsco panels (along with Federal Pacific/Stab-Lok) are among the most problematic legacy brands—many insurers refuse coverage or require replacement, and they won’t pass modern inspections or meet current UL safety standards.

Even if it’s “working” now, the risks are hidden and catastrophic when they fail (e.g., during a surge or high load). Replacement is strongly recommended by experts, not just optional upgrades.

Recommendation:

This Zinsco panel in the guest house must be replaced for safety, code compliance, and insurability. Do not rely on partial fixes (like swapping breakers)—the core problem is the panel’s design and bus bars, so the entire unit needs upgrading.

- A licensed electrician should inspect it ASAP (and the main house panel if similar).
- Typical replacement (e.g., to a modern 100–200A panel like Square D, Siemens, or Eaton) costs $3,000–$7,000+ in Southern California, depending on amperage upgrade,

wiring updates, permits, and whether it needs an exterior disconnect per current NEC rules.

- In a guest house/ADU setup, coordinate with the main service to avoid overloads.

This is a high-priority item—similar to asbestos or outdated plumbing in an old home. It's not a deal-breaker if priced accordingly, but ignoring it could lead to fire risk, insurance denial, or failed resale later. Get quotes from qualified electricians familiar with older California homes for accurate costs.

Recommendation
Contact a qualified professional.






15.1.2 Photos

BLOCK DRAIN DRAINAGE ON ADU ROOF

Recommendation

Recommendation
Contact a qualified professional.



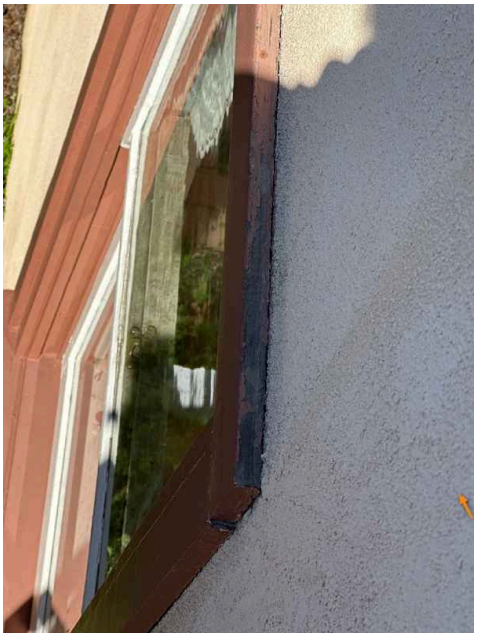

15.1.3 Photos

TOPS OF WINDOWS

Recommendation

Contact a qualified professional.

Recommendation



Appendix G

Structural Engineering Report

RZ ENGINEERING CORPORATION

Structural Engineering & Inspection
5743 Corsa Ave., Suite 204 Phone: 818-222-0308
Westlake Village, CA 91362 E-mail: ramin@rzengineeringcorp.com

March 5, 2026

Mrs. Mai, Wan Kwan & Mr. Mai, Kin Ping Daniel
220 Orange Grove Ave.
South Pasadena, CA 91030

Subject: Structural Investigation/Inspection of the Property Located at:
220 Orange Grove Ave.
South Pasadena, CA 91030

Our Job #: RZ 17-26

Dear Mr. & Ms. Mai,

This report is in response to my site visits of the subject property on March 2, 2026, wherein I was asked to prepare a structural observation report to discuss all findings, address any discrepancies and recommend any needed improvements or repairs. Scope of services included the following:

a. Inspection of the main house, the detached garage/guest house (accessory building) with reference to any structural and foundation issues.
b. Elevation survey of the floors in the main house.
c. Evaluation/verification of the following items as requested by the client:
   - Foundation type and condition. (both buildings as applicable)
   - Scope adequacy of 2024 retrofit. (both buildings as applicable)
   - Remaining seismic deficiencies. (both buildings as applicable)
   - Framing capacity for renovation + possible expansion. (main building)
   - Roof framing adequacy for solar. (main building)
   - Guesthouse structural viability for ADU conversion. (guest house)

All discussions in this report are intended to describe the current structural condition of the existing buildings for any individual contemplating purchasing the subject property. Furthermore, all discussions in this report are based on visual observations of the structural and foundation elements of the subject buildings and not based on any structural calculations to verify compliance with the current building codes. The purpose of my visit was to try to determine:

a) If any remedial work is required at this time.
b) If there are any structural conditions at this time which would lead to dangerous conditions or costly repairs in the future.

Observations were made of all areas of the existing residential structures including the inspection of floors, roofs, exterior and interior walls, decks/ balconies, basement and the crawl space (partial).

For the purpose of clarity in orientation, this report will consider the walls facing Orange Grove Ave. to be facing due west.

DESCRIPTION:

The main house, originally built in 1913, is a 2-story custom built wood structure constructed on a level lot. The building record for the accessory structure is not available online but it is believed to have been constructed at a later time. Building plans and other construction documents are unavailable to verify the date and type of construction and in particular the foundation system used.
Currently, the main building is recorded as having an area of 4,711 sq. ft. per L.A. County Assessor.
The detached accessory structure, located on the north-east corner of the property, is a 1-story custom built wood structure consisting of a guest suite that is attached to the garage, constructed on a level pad and accessible through a dedicated driveway. The age of the subject structure is unknown but it appears to be from the 1970's.
The permit records are not available online. As such, the dates of the original construction are unknown and the documented building specifications could not be accessed.

Both buildings appear to be original and no significant renovation was noted. A voluntary seismic retrofit of the crawl space in 2024 in the main building has been reported.

Building specifications are as follows:

Roof framing

- **Main building:** 1x straight sheathing over 2x4 roof rafters at 24"~ 32" c.c. supported on interior and exterior load bearing walls and beams.
  The roof covering is rolled composition roofing.
- **Accessory building:** ½" plywood sheathing over 2x10/2x12 roof rafters at 16" c.c. supported on exterior and interior load bearing walls and beams.
  The roof covering is rolled composition roofing.

2nd Floor framing

- **Main building:** 1x diagonal sheathing over 2x10/2x12 floor joists at 16" c.c. supported on interior and exterior load bearing walls and beams.
  The floor covering is mostly hardwood except for the bathrooms (tile), deck (dexotex) and exercise room (linoleum).

1st Floor framing

- **Main building:** 1x diagonal sheathing/straight sheathing over 2x6 floor joists at 16" c.c. supported on 4x6 floor girders, 4x wood posts/12" ~ 18" sq. concrete piers, retaining walls in the interior areas (around the utility basement) and continuous foundation in the interior and exterior areas.
  The floor covering is mostly hardwood except for the kitchen and the laundry room (linoleum).
- **Accessory building:** 4" thick concrete slab on grade that is covered with hardwood in living areas.

Basement level floor framing

- **Main building (utility basement):** 4" thick concrete slab on grade.

Wall framing

- **Main building:** Exterior walls are 2x4/2x6 studs at 16" c.c. covered with stucco. Interior walls are 2x4/2x6 studs at 16" c.c. covered with plaster.
- **Accessory building:** Exterior walls are 2x4/2x6 studs at 16" c.c. covered with stucco. Interior walls are 2x4/2x6 studs at 16" c.c. covered with gypsum board/plaster.

Foundation system

- **Main building:** 15" ~ 18" wide continuous interior and exterior foundation embedded 12" min. into natural soils (with 8" ~ 10" +/- thick concrete retaining walls around the utility basement) & 12" ~ 18" square concrete piers embedded 8" min. into the natural soils.
- **Accessory building:** 12" wide min. continuous exterior and interior foundation embedded 12" min. into the natural soils.

Lateral load resisting system

- **Main building:** Interior plaster/exterior stucco shear walls.
- **Accessory building:** Interior gypsum board and plaster/exterior stucco shear walls.

FINDINGS/RECOMMENDATIONS:

1a. Roof framing (main building):

Upon examining the framing and ceiling finishes, no signs of overstress, framing separations or excessive deflections were noted.

Existing framing system utilizes small rafters and is dependent on interior supports but has performed well throughout the years. Water intrusion was noted in many places around the roof perimeter indicating leaks from the past. The following were observed:

- Major leaks from the roof in a number of places. **(Figs. 1 & 2)**
- Deterioration of plaster ceiling and peeling paint over the maid's suite and the stairway leading to the kitchen. **(Fig. 3 & 4)**

Recommendations:

- Retain a roofing company to investigate the leaks further and repair as needed. Depending on the age of the existing roof, a re-roof may be needed.
- Upon completion of the roofing repairs, repair all deteriorated ceiling areas.

1b. Roof framing (accessory building):

Upon examining the framing and ceiling finishes, no signs of overstress, framing separations or excessive deflections were noted.

The existing roof framing has performed well throughout the years.

2a. Floor framing (main building):

A high precision altimeter device with the accuracy of 0.05" was used to check the elevation of the 1st floor in different areas of the building.

A high precision laser device with the accuracy of 0.05" was used to check the elevation of the 2nd floor in different areas of the building.

Deflections noted in the following chart indicate low points at each level in different areas.

Room	Direction of floor slope	
	North-South (N-S)	East-West (E-W)
Living room (1st flr.)	- 0.5" N & - 0.3" S	- 0.2" W
Foyer (1st flr.)	- 0.5" N & - 0.6" S	- 0.4" E & - 0.2" W
Dining room (1st flr.)	- 0.6" ~ - 1.1" N & - 0.7" ~ - 1.1" S	- 1.1" E & - 0.6" W
Kitchen (1st flr.)	- 1.0" N & - 1.8" S	- 1.0" W
Breakfast room (1st flr.)	-	- 0.9" W
Den/office (1st flr.)	- 0.2" N & - 0.2" S	- 0.5" E
Sitting room @ SW corner (2nd flr.)	- 0.5" N & - 0.25" S	- 1.25" E & - 0.5" W
Bedroom @ SW corner (2nd flr.)	- 0.5" N & - 0.25" S	- 0.75" E & W
Bedroom @ NW corner (2nd flr.)	- 1.0" N & - 0.75" S	- 0.75" ~ - 1.5" E & - 1.25" W
Upper Hallway (2nd flr.)	- 0.75" N & - 1.75" S	-

Considering the age and the method of construction, the recorded floor elevation readings are normal and indicate gradual foundation settlement due to the consolidation of the underlying soils throughout the years.
The following were observed:

- Water intrusion into the wood framing above the utility basement in a number of areas. **(Fig. 5)**
- Ponding of water in many areas around the deck, but mostly around the scuppers thus indicating poor drainage and inadequate slope of the deck. **(Figs. 6 & 7)**
  It is very likely that same conditions exist in the flat roof above.

Recommendations:

- Retain a drainage specialist to assess the deck and the slope of the flat roof above, the effectiveness of the water proofing membrane and to repair/correct the issues as needed.

3a. Wall & ceiling framing and finish (main building- exterior & interior):

All interior and exterior walls and ceilings were inspected for signs of damage to the finishes and in particular around the openings due to past seismic activities and/or possible foundation settlement.
The following were observed:

- **Exterior walls (several places)** – Cracked stucco that is mostly in good repair. **(Fig. 8)**
- **Interior walls (living room & foyer)** – Diagonal cracks in plaster. **(Figs. 9 thru 11)**
- **Interior walls (sitting room) –** Vertical, horizontal and diagonal cracks in plaster. **(Figs. 12 & 13)**
- **Ceilings (dining and foyer) –** Cracks in the plaster ceiling. **(Figs. 14 & 15)**
- **Ceilings (exercise room at SW corner of 2nd floor) -** Cracks in the plaster ceiling. **(Fig. 1)**

Recommendations:

- Diagonal cracks occur due to lateral movements of a building during a seismic event while the horizontal and vertical cracks may be due to lateral movements as well as vertical movements of the floors and/or the foundation below. Repair cracks as needed.

3b. Wall & ceiling framing and finish (accessory building- exterior & interior):

All interior and exterior walls and ceilings were inspected for signs of damage to the finishes and in particular around the openings due to past seismic activities and/or possible foundation settlement.
The following were observed:

- **Interior walls (bedroom)** – Vertical cracks in plaster (2 places). **(Fig. 16)**

Recommendation:

- Refer to recommendations that were discussed in **section 3a**.

4a. Foundation & crawl space framing (main building):

In most pre 1950's buildings, there are no anchor bolts connecting the building to its foundation as this was not the standard at the time. As such, anchor bolts from the original construction could not be confirmed. However in 2024, this deficiency was corrected by a voluntary seismic retrofit of the crawl space that included installing steel retrofit plates and anchors, thus bringing it to compliance with the current seismic codes. The following were observed:

- Installed steel retrofit plates in the crawl space. **(Figs. 17 thru 19)**
- Major efflorescence on the surface of the concrete basement walls & severe concrete spalling and deterioration due to poor drainage, lack of waterproofing and age. **(Figs. 20 thru 24)**
- No positive connection between the post & the concrete pier & earth to wood contact. **(Fig. 25)**
- Disconnected post at the base in the basement area. **(Fig. 26)**
- Deteriorated concrete slab in the basement. **(Fig. 20)**

Recommendations:

The retaining walls of the utility basement have been severely damaged and appear to be beyond restoring. The continuous exposure to moisture that may be due to flooding in the crawl space (behind the walls) and/or flooding in the basement floor or other external sources in the past have deteriorated the concrete. Upon removing loose concrete, it would become clearer whether the walls could be repaired.

- Short term repair of the retaining walls:
  Remove efflorescence from the inside face of the concrete walls in the basement. Remove areas of any loose or unsound concrete by a chipping hammer and clean the surface. Roughen the surface by a wire brush or lightly sandblast the area. Apply **Sikaquick VOH** repair mortar in lifts of ½" ~ 1" onto the repair area per manufacturer's recommendations. Damp cure the area as needed. (**Sikaquick VOH** shall be applied while scrub coat is still wet.)
- Long term repair of the retaining walls:
  Remove deteriorated retaining walls and concrete slab all around the utility basement. Install a proper drainage system and connect to a catch basin. Construct new engineered retaining walls and install waterproofing, drainage sheet, gravel, etc.
  Remove existing concrete slab on grade and pour a new slab with proper drainage.
  Following the completion of the concrete repair to the retaining walls, re-install the retrofit plates.

- Other needed repairs:
  Add shear transfer anchors to enhance the connection between the 1st floor sheathing and the sill plate all around the exterior foundation.
  Add steel hardware to connect the wood posts to the concrete piers in the crawl space.
  Consult with a drainage specialist to ensure that the site drainage is fully functional and repair as needed. Slope the exterior grade away from the building's exterior walls.
  Monitor site drainage and sprinkler activity to reduce standing water ponding against the building foundation and the basement retaining walls.
  Install post base with standoff plate to connect the post in the basement to the slab/footing.
  Remove all earth to wood contact in the crawl space. All wood shall be 6" clear of earth around.

4b. Foundation (accessory building):

The subject building was constructed at a later time compared to the main building. All walls are covered and no anchor bolts could be confirmed. As such, a seismic retrofit of the building or its foundation could not be verified. The following was observed:

- Extensive cracks in the concrete slab around the drain area. **(Fig. 27)**

Recommendations:

- Sawcut and remove the cracked concrete. Compact the sub base, add plastic sheet and sand and pour new 4" thick reinforced concrete slab. Dowel new slab to the existing slab all around.

5. Guardrails (interior and exterior):

The current building standard for height in the exterior balconies/decks and exterior stairs is 42" min. and for the interior areas is 36" and for clear picket spacing or gap between intermediate horizontal rails is 4" max. The following were observed:

- The height of the hallway guardrail at the 2nd floor is 32". **(Fig. 28)**
- The height of the stair guardrail going up to the 2nd floor is 30". **(Fig. 29)**
- The height of the parapet/guardrail around the deck is 29". **(Fig. 30)**

Recommendations:

- Even though the older building codes may have been more relaxed in requirements for guard-rail systems, adjustments to comply with the minimum height as required by the current building codes is recommended due to safety concerns.

6. Drainage (both buildings):

The following were observed:

- Inadequate site drainage around the building.
- Exterior grade too high around the exterior walls of the accessory building. **(Figs. 31 & 32)**
- Downspout disconnected from catch basin or drainage device. **(Fig. 33)**

Recommendations:

- Consult with a drainage specialist to install an efficient drainage system around the perimeter of the buildings. Lower the exterior grade as needed (8" below the finished floor) and slope the existing grade away from the building walls.
- Monitor site drainage and sprinkler activity to reduce standing water ponding against the building foundation and the retaining walls.

7. Miscellaneous:

The following were noted:

- **Wood pergola in the side yard –** Wood decay in several places. **(Figs. 34 thru 36)**

Recommendations:

- Repair all wood decay per recommendations of the termite inspector and/or replace damaged members as needed.

CONCLUSIONS:

The buildings in general are in a sound structural condition and have performed well in the past seismic events. Walls, floors and ceilings were carefully inspected for signs of damage to the finishes and in particular around the wall openings. Recommended repairs mentioned in this report are needed to improve safety and serviceability and to prevent costly repairs in the future.

This report is not intended to address the plumbing, electrical, mechanical, geological/geotechnical, drainage, wood infestations and mold concerns. Licensed professionals in these fields should be consulted for any such concerns. Since termite damage is a major concern in this type of construction, **a licensed exterminator should be retained to determine the extent of any infestation.**

Please keep in mind that the above statements are professional opinions only, based on what was seen at the site. No materials were tested, no holes were dug, no walls or floors were opened, and no original building plans were reviewed. The discovery of hidden or latent defects is beyond the scope of this type of a reconnaissance report. No warranty for the building is implied or intended.

This report has been prepared for the use of **Mr. & Mrs. Mai** and their authorized agents only and should not be used by others without consulting with **RZ Engineering Corporation**. This report might not contain enough information for the purposes of others than those for whom this report was prepared for.

If you have any further questions, please contact me at my office. Thank you for allowing us to be of service to you in this matter.

Truly yours,

Ramin Zargari
Structural Engineer
S.E. 4119



Evaluation/verification of the following items as requested by the client:

1. Foundation type and condition. (both buildings as applicable)
   Refer to pages 3, 5 & 6.
2. Scope adequacy of 2024 retrofit. (both buildings as applicable)
   Refer to pages 5 & 6.
3. Remaining seismic deficiencies. (both buildings as applicable)
   Refer to pages 5 & 6.
4. Framing capacity for renovation + possible expansion. (main building)
   Briefly discussed at the site meeting on 3/2/2026.
5. Roof framing adequacy for solar. (main building)
   As discussed in the report earlier, the roof rafters are 2x4 at 24" c.c. and thus inadequate to support additional weight of solar panels. Reinforcing of the roof system is strongly recommended.
6. Guesthouse structural viability for ADU conversion. (guest house)
   At the present time, there are no additional structural requirements as long as the existing structural system remains unchanged. There are, however, other requirements that need to be met for a potential ADU conversions. These include concrete slab moisture protection, wall and roof insulation in living areas, upgrades to the mechanical, electrical and plumbing systems, etc.



Fig. 1



Fig. 2



Fig. 3



Fig. 4



Fig. 5



Fig. 6



Fig. 7



Fig. 8



Fig. 9



Fig. 10



Fig. 11



Fig. 12



Fig. 13



Fig. 14

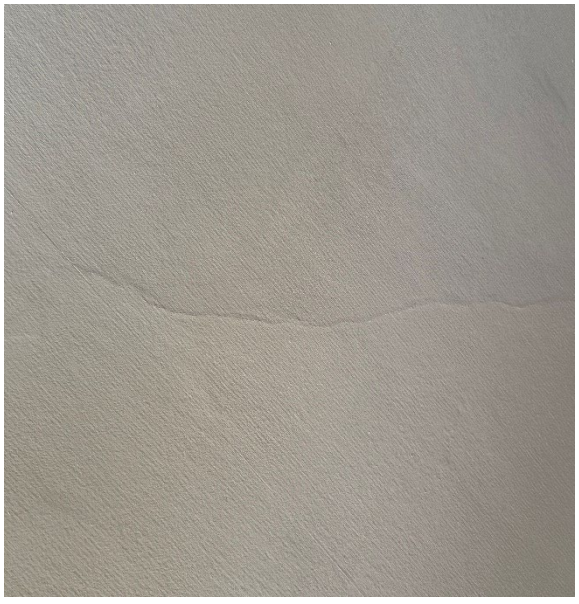


Fig. 15



Fig. 16



Fig. 17



Fig. 18



Fig. 19

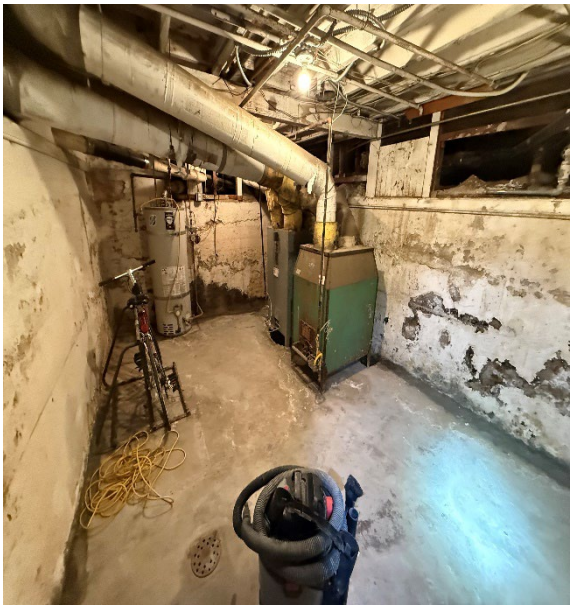


Fig. 20



Fig. 21



Fig. 22



Fig. 23



Fig. 24



Fig. 25



Fig. 26



Fig. 27



Fig. 28



Fig. 29



Fig. 30



Fig. 31



Fig. 32

Appendix H

Sewer Inspection Report

Koko Drains

INVOICE	#17616327
SERVICE DATE	Mar 02, 2026
PAYMENT TERMS	Upon receipt
DUE DATE	Mar 03, 2026
AMOUNT DUE	**$0.00**

Ashlynn Nai
220 Orange Grove Blvd
South Pasadena, CA 91030

CONTACT US

PO Box 1203
South Pasadena, CA 91031

(626) 695-9323
info@kokodrains.com

INVOICE

Services	qty	unit price	amount
Camera main sewer liner from clean-out*	1.0	$750.00	$750.00

Ran sewer camera from 4 inch ground level cleanout located on the north side of the property up to approximately 97 feet out. Found sewer line to have roots in sewer line approximately 70' feet away near parkway near sidewalk, past connection to main house approximately 55 feet out. Sewer line appears to be all ABS plastic pipe up to white connection approximately 55 feet out. Also ran camera from main sewer line cleanout located in basement under the house up to approximately 65 feet in length stopping in 4 inch clay pipe. Found sewer line to transition from cast-iron to clay approximately 60 feet out from 4 inch cleanout located in basement. Found 4 inch cast-iron to be original to the property in rough shape with heavy amounts of scale buildup as well as no proper cleanout access for this portion of the property. Highly recommend installation of a 4 inch ground level, clean out in order to service and maintain flow to the main house sewer line. Today's video inspection includes camera inspection with the video and audio. Be advised cast-iron pipe is 100 years old and runs under the concrete patio to the front of the house.

Options	1.0	$0.00	$0.00

Option 1*Replace main sewer liner under the house, replacing horizontal pipe under the house catching the bathrooms to the main house. Replacement under the house up to approximately 60'ft. In length as well as install a 2-way ground level clean-out in front of the house along with a 15'foot liner to be installed upstream securing 100 year old cast-iron pipe under concrete patio along with up to approximately 45' feet of sewer pipe replacement up to wye connection before the sidewalk. Includes parts and labor along with a 10 year warranty* ($25,800)

Option 2*Install 2- way ground level, clean-out in front of the house as well as a 20' foot cured in place liner upstream in order to rehabilitate 100 year old cast-iron under a concrete patio. Along with replacement of cast-iron pipe under the house up to approximately 60 feet and length. includes reconnection to main sewer line at 4 inch Clay connection in front of the property includes parts and labor, along with 5 year warranty* ($18,800)

Option 3*Install two-way ground level, clean out in front of the house as well as installation of a 20 foot cured in place liner to be installed upstream under the house in order to rehabilitate 100 year-old cast-iron pipe under concrete patio includes reconnection to main sewer line in front of the house at 4 inch clay transition near walkway to the front of the house includes parts and labor along with a 5 year warranty* ($9,600)

Option 4*Install two way ground level, clean out in front of the house with connection to 4 inch clay pipe replacing approximately 10 foot section of cast-iron sewer line along with installation of a 2-way ground level, clean out to be installed. In order to maintain and service main sewer line to the main house includes parts and labor, along with 1 year warranty* ($5,600)

Subtotal	$750.00
Job Total	**$750.00**
Amount Due	**$0.00**

Payment History

Mar 03	Tue 4:32pm	Other	$750.00

Zelle payments accepted - Registered to 626-695-9323

See our Terms & Conditions

City Council Agenda Report

ITEM NO. 8

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION TO AUTHORIZE AND RATIFY THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA FIRE FOUNDATION IN THE AMOUNT OF $130,000 FOR A FIREFIGHTER INDUSTRIAL ATHLETE PERFORMANCE AND RECOVERY PILOT PROGRAM**

Recommendation

It is requested that the City Council:

1. Authorize and ratify the submittal of a grant application to the California Fire Foundation Proposition 4 Wildfire Prevention & Firefighter Safety Grant Program in the amount of $130,000 to support a Firefighter Industrial Athlete Performance and Recovery Pilot Program; and
2. Require staff to return to the City Council for consideration of any grant acceptance.

Executive Summary

The Fire Department is seeking authorization to apply for $65,000 from the California Fire Foundation's Proposition 4 Wildfire Prevention & Firefighter Safety Grant Program, which funds firefighter health and safety, specialized firefighting equipment, vegetation and fuels management, and public education projects. The grant would fund a Firefighter Industrial Athlete Performance and Recovery Pilot Program serving 21 sworn personnel. The proposed program would provide voluntary access to sports physical therapy, athletic training, therapeutic soft tissue treatment, biomechanics-based interventions, and other appropriate recovery services. The objective is to maintain physical readiness, reduce occupational musculoskeletal injuries, and limit associated workers' compensation and staffing costs. By keeping firefighters physically able to perform demanding work, including wildfire response, the program advances the City Council's Operational Efficiencies focus area, Strategic Objective E (Recruiting and Retention), and supports Infrastructure Strategic Objective H (Emergency Readiness).

Staff will submit the application by the November 16, 2026 deadline to preserve the funding opportunity, pending City Council consideration on November 18, 2026. No local match is required. The grant generally anticipates project completion within 12 months; staff will seek approval for a longer period only if permitted by the grantor. This action would authorize and ratify the application submission and continued pursuit of funding, but would not authorize grant acceptance, a budget appropriation, or a provider agreement.

Background
In October 19, 2026, the California Fire Foundation released a Notice of Funding Availability (NOFA) for a grant opportunity open to California-based fire agencies firefighter associations, federally recognized tribes, and nonprofit organizations to support firefighter health and safety, specialized firefighting equipment, vegetation and fuels management, and community wildfire preparedness. Eligible firefighter health and safety projects include cancer prevention, behavioral health, peer support, resilience programs, and physical recovery resources. Grant applications are due by November 16, 2026.

Due to the timing of the grant submittal deadline, which was November 16, 2026, staff submitted the application prior to the November 18, 2026, City Council meeting. If City Council does not approve the requested authorization to submit a grant request, staff will rescind the application submittal.

Analysis
The California Fire Foundation is a nonprofit organization that supports California firefighters, their families, and the communities they serve. Its Proposition 4 Wildfire Prevention & Firefighter Safety Grant Program is intended to strengthen firefighter safety, enhance community preparedness, and support proactive wildfire prevention at the local level, so that those closest to the work have the tools, equipment, and support they need to protect lives, property, and natural landscapes.

Firefighters face repeated lifting, patient handling, equipment movement, and other demanding physical activities over lengthy careers. Musculoskeletal injuries may result in workers' compensation costs, lost-duty time, and overtime required to maintain daily staffing. The Department is exploring proactive therapeutic care modeled on the treatment and recovery resources used for athletes.

Grant Opportunity
The California Fire Foundation's Proposition 4 Wildfire Prevention & Firefighter Safety Grant Program has $13,800,000 in total funding available, with award amounts of up to $1,000,000. The program is intended to strengthen firefighter safety, enhance community preparedness, and support proactive wildfire prevention at the local level. Eligible applicants include California-based fire departments, local firefighter associations, federally recognized tribes, and nonprofit organizations. Applications are due November 16, 2026, at 11:59 p.m. PST, and the Foundation anticipates making funding decisions within 8 to 10 weeks after the application window closes. No match is required.

Eligible Uses of Grant Funds
The grant funds projects in the following four categories.

Firefighter Health & Safety: Programs that protect firefighters' physical, mental, and behavioral health, such as cancer prevention, research, and treatment initiatives; mental and behavioral health programs; peer support and resilience programs for firefighters and their families; and physical therapy recovery equipment such as saunas and cold plunges.

Specialized Firefighting Equipment: Equipment that directly protects firefighter health and strengthens emergency response capacity, such as turnout gear, radios, extractors, decontamination equipment, emergency fire shelters, water cisterns, drones, and Utility Task Vehicles.

Vegetation and Fuels Management: Disaster mitigation and fuel reduction projects, such as regional fuel breaks, hazardous vegetation removal, chipping and clearing operations, and creating defensible space at community scale.

Public Education & Outreach: Campaigns and programs that engage communities in reducing risk and preparing for fire seasons, such as statewide or local disaster preparedness and safety campaigns and community fire readiness workshops.

Recommended Activity

Staff recommends applying under the Firefighter Health & Safety category for a Firefighter Industrial Athlete Performance and Recovery Pilot Program. This activity is recommended because it aligns with the grant's purpose of strengthening firefighter safety and wildfire preparedness, and directly supports Operational Efficiencies Strategic Objective E (Recruiting and Retention). Firefighters who stay physically able to respond, including to wildfire incidents, reduce lost-duty time and injury-related overtime, allowing the Department to maintain daily staffing more efficiently and supporting Infrastructure Strategic Objective H (Emergency Readiness). The activity also addresses the Department's documented exposure to musculoskeletal injuries and related costs, described below.

Firefighters routinely perform physically strenuous tasks that can contribute to musculoskeletal injuries and associated workers' compensation, lost-duty time, and overtime expenses. The proposed pilot would provide proactive therapeutic services modeled on sports medicine practices for industrial athletes, with the objective of improving recovery, physical function, and long-term workforce readiness.

The Department anticipates contracting with one qualified sports medicine organization to deliver or coordinate physical therapy, athletic training, therapeutic soft tissue treatment, including fascia-focused therapy, and biomechanics-based interventions. The program would prioritize direct access to treatment rather than mandatory employee screening. Final services and provider arrangements would be determined following grant approval and subsequent Council consideration.

Staff would evaluate the pilot using a five-year historical baseline of workers' compensation claims, lost-duty time, injury-related overtime, and other documented costs. Participation, utilization, and aggregate functional outcomes would also be monitored. Given the Department's small workforce, injury and financial indicators would be evaluated as emerging trends rather than guaranteed short-term savings.

The grant generally anticipates a 12-month performance period. Staff will align the program with the grant's approved duration and may request a longer period if the Foundation permits. Any resulting grant award, appropriation, or provider agreement would return to the City Council for consideration before implementation.

For those reasons, staff recommends the City Council authorize staff to submit a grant application to the California Fire Foundation for a Firefighter Industrial Athlete Performance and Recovery Pilot Program in the amount of $130,000, while preserving Council discretion regarding acceptance and implementation.

Alternatives
The City Council may direct staff not to pursue the funding. In that case, staff would withdraw the pending application if possible or decline any award. The Council may also direct modifications to the proposed scope before any grant acceptance or contract is brought forward.

Fiscal Impact
The proposed grant does not require matching funds. The application requests up to $65,000 to support the Firefighter Industrial Athlete Performance and Recovery Pilot Program, with the final scope and duration subject to grant requirements. This amount reflects the broader proposed program and is not an approved City expenditure. Because projects are typically expected to be completed within 12 months, staff will seek approval for any longer performance period or adjust the scope and budget to fit the authorized term.

The Department intends to proceed only with external funding sufficient for the approved scope and without additional General Fund expenditures. Staff will confirm grant eligibility, or cash-flow requirements, and administrative obligations before returning to Council to consider acceptance, appropriation, and any service agreement. No future City funding commitment is created by this action.

Key Performance Indicators and Strategic Plan
The application supports the City Council's 2026 strategic objectives, adopted by Resolution No. 7990 on March 18, 2026. Primarily, it advances Operational Efficiencies Strategic Objective E (Recruiting and Retention). Physically healthy firefighters miss fewer shifts, require less backfill overtime, and are better able to remain in service through a full career. The program also supports Infrastructure Strategic Objective H (Emergency Readiness), which includes wildfire resilience. The City's wildfire response depends on firefighters who are physically able to perform strenuous suppression, rescue, and patient-handling work. Investing in firefighter physical readiness therefore strengthens the City's wildfire readiness while improving the Department's operational efficiency.

Staff will use a five-year historical baseline to evaluate the pilot. During the grant-approved performance period, program and City records will track the following measures, with continued monitoring of injury and cost trends as data become available:

- Workers' compensation claims. Number and rate of new on-duty musculoskeletal injury claims, compared with historical trends.
- Lost-duty time. Number of injury-related lost-duty days and time to return to full duty.
- Injury-related overtime. Hours and costs attributable to backfilling employees absent due to on-duty injuries.
- Claims and related costs. Medical and indemnity expenditures, incurred claim costs, and other documented injury-related expenses, tracked without double counting.
- Program access and outcomes. Voluntary participation, therapeutic service utilization, aggregate employee-reported functional changes, and treatment costs.
- Performance reporting. Quarterly grant implementation and expenditure reports, with a summary comparing outcomes to historical measures. Given the Department's 21 sworn personnel, a short pilot is not expected to conclusively establish workers' compensation cost savings.

The City would use these results to assess whether the program merits continuation,

modification, or pursuit of additional external funding. Numerical reduction targets would be established only after validation of baseline data.

Commission Review and Recommendation
No commission review is proposed for this grant application authorization.

Attachment:
Attachment No. 1 - Proposition 4 Guidelines

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California Department of Forestry and Fire Protection

Cooperative Fire Protection – Safety Program

Firefighter Health and Safety, Vegetation and Fuel Reduction, and Community Resilience

California Fire Foundation

Grant Guidelines

Revised: March 26, 2026

Docusign Envelope ID: 33D7668F-5E53-8EE7-8367-D91AA4332123

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Section I: Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024

In November 2024 California voters approved a $10 billion General Obligation Bond called the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act Of 2024, also commonly known as the "Climate Bond." California Public Resources Code (PRC) §91520(o) provides funding to the California Fire Foundation for projects to improve firefighter health and safety, provide specialized equipment and PPE, perform vegetation and fuel reduction work, and promote community resilience and awareness. This funding is managed through the California Department of Forestry and Fire Protection (CAL FIRE).

This statutory mandate directly aligns with California Fire Foundation's statewide mission to supply public safety resources, conducts outreach and education about fire safety issues, and enhance and improve the communities of California.

Section II: Funding Availability – Fiscal Year 2025-2026

Up to $13.837 million of Fiscal Year 2025-2026 (FY2025) funds will be awarded to California Fire Foundation. California Fire Foundation shall complete grant-related activities no later February 28, 2029.

Section III: Funding Priorities

California Fire Foundation aims to establish a statewide, multi-disciplinary initiative to protect California's firefighters and communities through coordinated research, technology, and support. This initiative engages state agencies, non-profit organizations, universities, researchers, state and local fire departments, and community partners to provide firefighter health and safety, public education and outreach, reduce wildfire risk, and strengthen community resilience.

California Fire Foundation aims to advance statewide climate and wildfire goals, utilizing the following funding priorities in accordance with the guidelines set forth under California PRC §91520(o):

Vegetation and Fuels Reduction (Statutory Purpose #1)

The California Fire Foundation will support projects that reduce wildfire risk and strengthen community resiliency, including vegetation management, defensible

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space work, fuels reduction in high-risk areas, community chipping programs, strategic firebreak development, and collaborative local mitigation efforts.

Public Education and Outreach (Statutory Purpose #2)

The California Fire Foundation will leverage fire departments as trusted messengers and include multilingual print and digital materials, social media and video outreach, toolkits for local fire agencies, and community engagement efforts.

Specialized Fire Equipment and PPE (Statutory Purpose #3)

The California Fire Foundation will support the acquisition of PPE, wildland and structural firefighting gear, specialized suppression equipment, apparatus enhancements, and other tools necessary to respond to climate-driven disasters.

Firefighter Health and Safety (Statutory Purpose #4)

The California Fire Foundation will facilitate research into areas of cancer prevention and mitigation, occupational exposure and long-term health impacts, and the development of improved cancer screening and early detection protocols. Additional research topics may include hormone impact studies, women firefighter health research, and post-incident health monitoring.

Section VII: Project Contractor Information

California Fire Foundation shall be permitted to utilize contractors for the completion of grant-related activities.

Section VIII: General Grant Conditions and Project Administration

Project Performance Period

The Project Performance Period is from the time the Grant Agreement is fully signed by the CAL FIRE Director, or designee, to the Grant Agreement termination date. Only eligible costs incurred during the Project Performance Period will be paid by the State.

Project work must be completed no later than the end date specified in the Grant Agreement Project Performance Period (see definition). CAL FIRE has the discretion to specify an earlier project completion date at the time of award based on the funds associated with the grant award. CAL FIRE will work with

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California Fire Foundation to ensure projects will still be achievable within the earlier timeframe.

Final invoices for all grant-related work must be submitted to CAL FIRE no later than 30 days after the Project Performance Period.

Project Reporting

California Fire Foundation shall report on progress toward completion of the Scope of Work included in the Grant Agreement with every invoice, or quarterly, whichever is more frequent. Unless otherwise specified by CAL FIRE, progress reports are due on the last business day of the month following the end of a quarter (April 30, July 31, October 31, January 31).

California Fire Foundation shall submit a final project report to CAL FIRE with the final invoice. The final report will include final summary of all metrics reported in prior periodic progress reports, as well as narrative summary of project outcomes including co-benefits, lessons learned, and documentation of project activities and outcomes.

Changes and/or Amendments to Approved Projects

Should California Fire Foundation have a need to change the scope of work, budget, or project performance period of an approved project, a request shall be submitted to CAL FIRE. The request must be submitted in writing to CAL FIRE for review and approval prior to implementing those changes. CAL FIRE will determine if an amendment request will be processed as an informal or formal amendment.

Examples of amendment requests that may require a formal amendment, requiring full execution by the signatories of an agreement, include:

- Change in the project end date (as allowed by legislation or liquidation deadline for the funding source).
- Changes to any budget category exceeding 10% of the grant funds as documented in the most recent executed agreement.

Examples of amendment requests that may require an informal amendment requiring CAL FIRE project manager approval, include:

- Change in scope of work, including deliverables
- Changes to the approved budget categories of less than 10% of the grant funds as documented in the most recent executed agreement

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- Costs not included in the approved budget, such as adding additional employees, travel, supplies, and equipment
- Substitution or addition of sub-awardees
- Change in physical project location

Any change must be consistent with the statutes, regulations, and guidance governing the program.

Requested budget changes may not increase the amount of funds awarded by CAL FIRE, unless such changes are initiated by CAL FIRE. Changes to contractors will be reviewed and approved by CAL FIRE. Changes to grant amount, project performance period, or significant changes to scope of work may require the grant agreement to be amended.

CAL FIRE reserves the right to reject proposed changes to an approved project and/or budget to ensure compliance with California PRC §91520(o).

Once a Grant Agreement has been signed, it may only be amended with advanced written consent of CAL FIRE and California Fire Foundation. Any amendment requests to extend the project timeline, where permissible, must be submitted to CAL FIRE sixty (60) days before the agreement end date. CAL FIRE reserves the right to waive the sixty (60) days in extenuating circumstances.

Project Termination

Before work on the project begins, a Grant Agreement may be terminated by CAL FIRE or California Fire Foundation upon 30 days advanced written notice to the other party. After work begins on the Project, termination may occur: (1) if CAL FIRE and California Fire Foundation mutually agree to terminate the agreement; (2) if the State determines California Fire Foundation has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, or otherwise determines there is cause to do so; or (3) if the State gives 30-days written notice of termination to California Fire Foundation.

Further details on this process will be provided in the Grant Agreement.

Accounting Requirements

California Fire Foundation must maintain an accounting system that accurately reflects fiscal transactions. The accounting system must provide an adequate audit trail, including original source documents, such as receipts, progress payments, invoices, purchase orders, timecards, cancelled checks, etc. The

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accounting system must document the total cost of the project. California Fire Foundation must maintain accounting records and keep source documents for all expenditures related to the grant for three years following the final payment by the State, one year following an audit, or one year after final disposition of any disputed audit findings, whichever occurs later.

Loss of Funding

CAL FIRE reserves the right to withdraw funding award if stated requirements are not met. The following list includes examples of actions that may result in a loss of funding. This is not a complete list and is intended only to show examples.

- California Fire Foundation fails to use all the grant funds.
- California Fire Foundation withdraws from the grant program.
- California Fire Foundation fails to complete the funded project described in the Grant Agreement Scope of Work.
- California Fire Foundation fails to submit all documentation within the time periods specified in the Grant Agreement.
- California Fire Foundation changes the Project Scope of Work or project implementation without CAL FIRE's prior written approval.
- California Fire Foundation changes the Project Scope of Work that is inconsistent with the overall program goals or eligible activities.
- California Fire Foundation or CAL FIRE terminates the Agreement.

Scientific Integrity:

Scientific integrity is vital to all activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage both CAL FIRE's and California Fire Foundation's reputation and ability to uphold the public's trust. All work performed must conform to the highest standards of scientific integrity, as well as all Federal, State and municipal laws. Suspected violations of scientific integrity will be investigated and may result in cancellation of grant agreement.

Research Data, Publications, and Acknowledgement

Scientific findings from publicly funded research should be broadly disseminated and shared with both the funding entity and the public. Final reports, publications and final authoritative datasets may be made publicly available upon the completion of the grant period.

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Pursuant to California Assembly Bill 2192 (AB2192), commonly known as The California Taxpayer Access to Publicly Funded Research Act, a grantee that receives funding, in whole or in part, in the form of a research grant from a state agency shall provide for free public access to any publication of a peer-reviewed manuscript describing state-agency-funded knowledge, a state-agency-funded invention, or state-agency-funded technology. California Fire Foundation must ensure that any peer-reviewed manuscripts produced as a result of this grant are made available to CAL FIRE and on an appropriate publicly accessible repository approved by CAL FIRE including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, or the California State University's ScholarWorks at the Systemwide Digital Library. Grantees must report to CAL FIRE the final disposition of any peer-reviewed manuscripts arising from the grant work, including, but not limited to, if it was published, date of publication, where it was published, and, after a 12-month time period from official date of publication, where the peer-reviewed manuscript will be available for open access. For other types of publications, including scientific meeting abstracts, the grantee shall comply by providing the manuscript to the CAL FIRE no later than 12 months after the official date of publication.

Publications and presentations that require acknowledgement of funding sources should list the California Department of Forestry and Fire Protection (CAL FIRE) Safety Program. Use of the CAL FIRE logo in presentation or other outreach materials must be approved by CAL FIRE.

Section IX: Eligible Costs

Project costs must be consistent with the approved Project Application and/or Scope of work and incurred during the Project Performance Period as specified in the Grant Agreement. Required documentation must be submitted with each invoice as supporting documentation unless otherwise stated.

California Fire Foundation shall receive no more than the fair market value of an arm's length transaction for any goods or services provided under this Agreement. California Fire Foundation shall provide evidence of compliance to the State upon request.

All costs should be categorized in the budget to be consistent with California Fire Foundation's accounting records.

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Salaries and Wages

Eligible Cost: Salaries and wages of employees employed by California Fire Foundation who are directly engaged in the execution of the grant project. Limited to actual time spent on the grant project. Leave benefits (i.e., sick leave, vacation, etc.) that are consistent with California Fire Foundation's leave benefit policy may be charged to the grant in proportion to the percentage of time worked on the grant within the pay period. Examples of expenditures include, but are not limited to, time related to site visits, research time, project monitoring, and completion of reporting related to the grant project. Staff time related to accounting, business services, etc. are allowed only if those functions are not included in California Fire Foundation's overhead cost.

Required Documentation: A payroll summary of all employees' time spent on the project (i.e., employee name, rate, time worked, brief description of activity) must be provided with invoices requesting salary/wage reimbursement. Payroll documentation should show a connection between time worked on the project and wages paid to the employee after the fact. Timesheets or similar documentation detailing days and hours worked on the project must be maintained and retained by California Fire Foundation for audit purposes but should not be submitted to CAL FIRE unless otherwise instructed. Any leave charged to the grant must reflect the calculation of time spent on the grant compared to overall time worked. A statement certifying that leave charged to the grant is in proportion to employee's time spent must be included as part of the supporting documentation. All salary and wages charged to the grant must be tied back to California Fire Foundation's accounting records.

Benefits

Eligible Cost: Employer contribution share of fringe benefits associated with employees (paid from salaries and wages Budget Item) who are directly engaged in the execution of the grant project. This will include Social Security, Medicare, Health Insurance, Pension Plan costs, payroll taxes, etc. as applicable for the specific employee.

Required Documentation: Same documentation as Salaries and Wages. Payroll documentation showing wages and hours paid to the employee and associated fringe benefits. Backup documentation to be retained by California Fire Foundation for auditing purposes.

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Contractual

Eligible Cost: Direct consultant and contractual services necessary to achieve the objectives of the grant and subgrants. Examples of expenditures include, but are not limited to, professional and/or consultant services (the costs of consultant services necessary for project planning and implementation), publishing consultants, subject matter experts, etc. Costs and procurement information associated with contractual services should be documented to ensure selection on a competitive basis.

Required Documentation: Invoices from consultant, contractor, and/or sub-awardee identifying expenditure, services performed and period of services. Documents related to consultant, contractor, and/or sub-awardee selection analysis shall be kept by California Fire Foundation and available for audit purposes, as requested by CAL FIRE.

Supplies

Eligible Cost: Supplies that are used in direct support of the project are allowable. Supplies exceeding $500 per unit cost shall be documented to ensure procurement of supplies on a competitive basis and documentation of price analysis. Supplies include items under $10,000 per unit cost. Supply costs are only applicable to supplies purchased directly by California Fire Foundation. Supplies purchased by contractors must be charged to the "Contractual" category.

Required Documentation: Receipts identifying items purchased, cost and date of purchase. Documentation related to cost analysis of procurement of supplies exceeding $500 shall be kept by California Fire Foundation but available for audit purposes, as requested by CAL FIRE.

Travel

Eligible Cost: Travel costs associated with travel to and from project sites, meetings, etc. directly related to the grant project and must be considered reasonable and necessary for the completion of the project. Reimbursement rates shall comply with the U.S. General Services Administration guidelines, and per diem shall not exceed the California standard per diem rate established by the U.S. General Services Administration. Mileage rates shall not exceed the rates allowable by IRS. Travel costs are applicable only to California Fire Foundation and their employees. Contractors' travel costs must be billed to the "Contractual" category.

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Required Documentation: Receipts identifying travel cost (i.e., lodging, rental cars). Mileage must be documented by either employee travel claims that are signed by the employee or vehicle mileage logs for vehicles owned by California Fire Foundation. Per Diem must be documented by employee travel claims. Documentation must be kept by California Fire Foundation and made available for audit purposes, as requested by CAL FIRE.

Equipment

Eligible Cost: Equipment is an item exceeding $10,000 or more per unit cost and has a tangible useful life of more than one year. Cost to lease equipment to use in the grant project may be charged to the grant. A cost-benefit analysis to justify the cost of purchasing equipment versus leasing must be provided. Procurement of equipment must be done on a competitive basis and include documentation of price analysis. California Fire Foundation must include in the application package the proposed use and maintenance plans for equipment after the Project Performance Period of the grant. Disposition of equipment beyond the project performance period is subject to CAL FIRE approval. If California Fire Foundation fails to complete grant or dissolves during the grant, equipment shall be returned to CAL FIRE. Equipment shall not be used as collateral or other means.

Required Documentation: Cost of equipment purchased shall be substantiated by purchase receipt and a bid quote worksheet at the time of invoicing. All other documentation related to price analysis of procurement of equipment must be kept by California Fire Foundation and made available for audit purposes, upon request. Disposition of the equipment must be submitted and approved by CAL FIRE.

Other

Eligible Cost: Other costs that do not fit in any of the above categories. Cost must be directly related to the grant project. Use of equipment owned by California Fire Foundation may be charged to the grant at a rate set by the California Department of Transportation (Caltrans) "Labor Surcharge and Equipment Rental Rate" guide. Rates assessed on equipment not addressed in the Caltrans guide must obtain CAL FIRE approval prior to equipment use. Cost (such as rent, utilities, phones, general office supplies, etc.) that must be apportioned to the grant is considered indirect cost unless written justification is submitted and approved by CAL FIRE.

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Required Documentation: Invoices or receipts identifying the item and cost charged to the grant. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment leased, dates, lease rate, and total cost. Usage of California Fire Foundation owned equipment must be substantiated with an equipment usage log, equipment used, rate, and total cost. Documentation must be kept by California Fire Foundation and made available for audit purposes, upon request.

Indirect Costs

Eligible Cost: See "Section X: Indirect Cost Rates"

Required Documentation: Applied on a percentage (%) basis on direct costs except for equipment. Documentation related to the determination of indirect cost rate must be retained by California Fire Foundation and made available for audit purposes, as requested by CAL FIRE.

Section X: Special Items of Cost

The following items may only be reimbursed by the grant if they are explicitly included in the scope of work and separated out as specific items in the grant budget and budget narrative.

Graduate Student Costs

Eligible Cost: Tuition, required fees, and stipends or wages associated with graduate student research assistantships or equivalent academic appointments are allowable costs. The cost for tuition and fee remission (excluding any stipends or wages) may not exceed $15,000 per individual per school year. These costs should be categorized in your budget to be consistent with your organization's accounting records. Graduate Student Costs may only be included if it is consistent with university policy to cover these types of costs with grant funded research activities.

Required Documentation: If applicable, graduate student tuition and fee remission shall be listed as a separate line item, distinct from stipends, wages, or other benefits in the proposed budget. If tuition and fee remission cannot be separated into a discrete budget item, please list total proposed costs for graduate student research appointments, including stipends or wages, and note the cost of tuition and fee remission.

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Research Participant Incentive Payments

Eligible Cost: Any incentive payments included as part of the project budget, for example, payments to human subjects or incentives to promote completion of a survey, should be listed individually. Incentive payments may be proposed in accordance with policies and procedures of California Fire Foundation; however prior approval must be obtained by CAL FIRE. CAL FIRE may request a copy of these policies for review prior to approving the costs or at any time during the project performance period.

If policies and procedures for incentive payments do not exist for California Fire Foundation, incentive payments must be justified by addressing the following questions:

- What is the total amount of the stipend/ incentive per participant? Also show the breakdown by tasks if multiple payments are involved (e.g., several interviews/surveys over time)?
- What is the age of all participants receiving stipends/incentives (in particular if students/youths are involved)?
- Explain in detail what specific form the incentives will take (please note that raffles, lotteries and entertainment are not allowed in any form).
- Discuss how you will eliminate or minimize the appearance of coercion rather than voluntary participation for study subjects.
- Provide justification demonstrating that the amount of compensation is reasonable/nominal.
- What specific evidence leads you to believe that participation is unlikely without incentives?
- What is the estimated impact if incentives were not used?
- How will incentives be distributed and tracked?

Required Documentation: CAL FIRE will review requests on case-by-case basis and provide documentation requirements at time of approval.

Section XI: Indirect Rate Determination

With the passage of the 2024 Climate Bond, CAL FIRE now allows three options for indirect cost rates within a grant: the federal de minimus rate (15%), a federally negotiated Indirect Cost Rate Agreement (NICRA), or another rate proposed by the grantee in their grant application. The 2024 Climate Bond included a fourth option of a rate approved by another state agency, but for

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the purposes of review and approval, CAL FIRE is considering it the same as another rate proposed by the grantee in their grant application.

Types of Costs

Projects typically have three types of costs: direct, capital, and indirect. Direct costs include all costs clearly and directly tied to a project including staff time working on the project, travel costs for work on the project, and direct materials such as supplies (items under $10,000) and equipment (purchased or rented) needed for the project. Capital costs include all costs required to acquire, restore/enhance, or maintain property including land, buildings, and other infrastructure. Capital costs also include purchased equipment that costs more than $10,000. Indirect costs are expenses that are not directly linked to a specific project such as rent, internet fees, insurance, utilities, office supplies and equipment, and administrative salaries. A subcontractor is defined as an organization that is hired by the grantee to perform specific, limited tasks for payment, like providing services or materials. A subawardee (also called a subrecipient or subgrant) is when another organization or entity is collaborating on a project's programmatic goals and where CAL FIRE funds are passed through CAL FIRE's grantee to that other organization – the subawardee. Also, if CAL FIRE provides a block grant to an organization, then the recipients of the subgrants from the block grant are considered subawardees of CAL FIRE's grant.

How to Calculate Indirect Costs

Indirect cost rates are determined by an organization based on their own calculations using an accounting methodology of their choice following generally accepted accounting principles. There are many methodologies for calculating an organization's indirect cost rate and CAL FIRE cannot direct or guide grantees as to which methodology to use. Some example methods for calculation include Fixed Cost Classification, Proportionate Allocation, and Activity-Based Cost Allocation. Thie indirect cost rate is expressed as a percentage Once the percentage rate is determined, each invoice will include indirect costs calculated by multiplying the indirect cost rate by the organization's Cost Base cost for that period. Indirect costs cannot be applied to capital costs or direct costs not included in the organization's Cost Base.

Federal de minimus indirect cost rate – up to 15%

- This is a fixed 15% rate currently used by federally-funded grants that can be applied to all charges excluding equipment.

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- The de minimus rate does not require documentation and can be applied to all costs excluding equipment.
- The de minimus rate does not require the grantee to provide documentation to justify its use and may be used indefinitely.
- In case of an audit, California Fire Foundation should still be able to justify to the state that their indirect costs are equal to or greater than the amount charged using the de minimis rate.

Federal Negotiated Indirect Cost Rate Agreement (NICRA)

- If you have a NICRA approved by the federal government, provide the approval letter as a part of your application to CAL FIRE.
- NICRAs are usually effective for a 2-4 year period but should be in current standing. Grantees should use their most recently approved current NICRA rate.
- NICRAs establish the Cost Base, rate, and applicable period for calculating indirect costs.

A rate proposed by California Fire Foundation

- Grantees are allowed to use the indirect cost rates calculated by their organization's accounting department following a standard and consistent method for calculation, e.g. Fixed Cost Calculation, Proportionate Allocation, or Activity-Based Cost Allocation.
- Grantees are required to maintain all documentation to justify the indirect cost rate calculation to state auditors is real and incurred costs.
- Grantees are required to submit a memo to CAL FIRE Project Manager outlining the standard method used for indirect cost rate calculation and a description of what is included in the Cost Base.
- CAL FIRE cannot officially approve indirect cost rates but will determine if grantee has submitted all required documentation and appropriate methodology.

Appropriate calculation of a grantee's IDC is subject to review by the State Auditor, and grantee may be required to partially repay indirect costs if the indirect cost rate cannot be justified to the Auditor's satisfaction.

CAL FIRE does not allow contractors to add 'markup' fees to subcontractor costs or purchases. Any costs associated with managing subcontractors or making purchases should be billed as staff time or included in the indirect costs.

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In the event of an audit, projects with budgets that include administrative costs must be able to document the appropriateness of these expenses. If California Fire Foundation does not have an existing NICRA, a typical method for documentation of administrative overhead expenses is a Cost Allocation Plan (CAP). A CAP is a formal accounting plan used to calculate and document the method for recovering overhead costs.

Section XII: Ineligible Costs

The following are ineligible for reimbursement under the grant:

- Costs incurred before or after the Project Performance Period.
- Cost of preparing the Project Scope of Work or other proposals.
- Overtime rates for employees and/or contractors. Overtime hours will be reimbursed at the straight time rate.
- Projects or activities utilizing CAL FIRE staff without corresponding reimbursements or requests seeking funding for services already provided by CAL FIRE.
- Late fees, penalties, and bank fees.
- Infrastructure improvements.
- Any indirect costs based on percentage of equipment costs (see above).

Section XIII: Payment of Grant Funds

Funds will be disbursed only once there is a fully executed Grant Agreement between CAL FIRE and California Fire Foundation. Payments will be made on a reimbursement basis. This means California Fire Foundation pays for services, products, or supplies, invoices CAL FIRE for those expenditures, and the State reimburses California Fire Foundation upon approval of the invoice. No work prior to or after the grant period will be reimbursable. Advance funds may be provided (see Advances below) in lieu of reimbursement.

California Fire Foundation will submit an invoice form to CAL FIRE using the CAL FIRE Grants invoice template when requesting payment of any type and shall include appropriate documentation, as detailed above, to support the costs.

A Project Progress Report or Final Report shall accompany all invoices. CAL FIRE may conduct follow up meetings to verify that work invoiced has been satisfactorily completed. The invoice will then be forwarded for review and subsequent approval of payment. Expect payment to be issued 45 calendar

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days from the time an acceptable invoice is received. If an invoice is incomplete or non-reimbursable, it will be returned to California Fire Foundation.

Advances

Advance payments may be considered for California Fire Foundation. Advance payments are solely at CAL FIRE's discretion.

An Advance Payment Request Form must be submitted identifying how funds may be used over a six-month period. No single advance payment shall exceed 25% of the total grant award for that specific project. An accountability report form must be submitted to CAL FIRE no later than every four months after receiving the advance payment until the funds have been fully utilized. Advance payments should be fully utilized within a six-month period unless additional time is approved by CAL FIRE. Any advance payment, or portion thereof, that is not spent within the later of six months, or the spending timeline approved by the State, must be returned to the State and will be returned to the grant balance. No additional advances may be requested until acceptable documentation is received by CAL FIRE that the previous advance has been fully exhausted on eligible expenses.

Advance payments must be deposited into a federally insured, interest-bearing account that provides the ability to track interest earned and withdrawals. Any interest earned on advance payment funds must be accounted for as Program Income and used toward offsetting the project cost or returned to the State.

Calculating Interest on Advance Payments

Interest on Advance Payments must be reported on invoices as Program Income no less frequently than quarterly, unless otherwise waived by CAL FIRE. Documentation to be provided with the invoice should include a copy of the statement showing California Fire Foundation name, initial deposit of the advance payment funds into the account and the interest rate earned for each statement period associated with the invoice period reported until the advance payment funds have been fully liquidated. It is advised that the account number and other sensitive information be redacted from the bank statement.

Separate Account for Advance Payments: For advance funds deposited into a separate interest-bearing account that is not comingled with any other funds, a copy of the statement showing the interest earned for each statement period shall be provided. The amount reflected as interest earned on each statement

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should tie to program income reported on the invoice, unless there is additional program income earned.

Co-mingled Advance Payments: For advance funds that are co-mingled with other funds, a copy of the statement for each statement period associated with the advance funds shall be provided. The calculation for the invoice period must be included, and the total interest should tie to the program income reported on the invoice, unless there is additional program income earned. The interest earned can be calculated using the following formula:

Remaining advance funds x interest rate percentage (%) - annual interest.

Annual interest/365 days = daily rate.

Daily rate x number of days = interest/program income.

Use of an alternative calculation method based on California Fire Foundation's accounting process may be accepted at CAL FIRE's discretion.

Note: Documentation created in Excel, Word, or other means that are not provided by a financial institution will not be considered acceptable.

Section XIV: Prevailing Wage Requirements

CAL FIRE provides no opinion as to whether projects may be subject to prevailing wages. For determination on prevailing wage requirements, please contact the California Department of Industrial Relations. It is California Fire Foundation's responsibility to budget for prevailing wages in their project cost if applicable.

Please note: Beginning July 1, 2026, certain fuel reduction work, including but not limited to residential chipping, rural road fuel breaks, and fire breaks funded by the State is subject to prevailing wage, record keeping, and registration requirements. (California Public Resources Code section 80200 et seq.)

Section XV: Conflict of Interest

All individuals who participate in the review of submitted proposals are subject to State and Federal conflict of interest laws. Failure to comply with conflict of interest laws, including business and financial disclosure provisions, will result in the proposal being rejected and any subsequent grant agreement being

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declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, California Government Code section 1090 and Public Contract Code sections 10365.5, 10410, and 10411. California Fire Foundation must establish conflict of interest policies and procedures and maintain adequate controls to ensure that anyone acting on behalf of California Fire Foundation does not have any conflicting personal and/or financial interest associated with activities funded by the grant project. CAL FIRE may request additional documentation during the performance of the grant, including during review of financial and/or progress reporting, or during State Audit to verify that a conflict of interest does not exist.

Section XVI: State Audit

The State may audit the project records at any time over the Project Performance Period and three years following Project completion. A project is considered complete upon receipt of final grant payment from the State. The purpose of the audit is to verify that project expenditures were properly documented and consistent with the project scope of work.

If selected for audit, California Fire Foundation shall have the project records, including the source documents, cancelled checks, and written policies and procedures readily available. The audit should include all books, papers, accounts, documents, or other records as they relate to the project for which State funds were granted. California Fire Foundation shall also provide an employee having knowledge of the project and the accounting procedure or system to assist the State auditor. California Fire Foundation shall provide a copy of any document, paper, record, or the like as requested by the State auditor.

All project records must be retained by California Fire Foundation for a period of not less than one year after the State audit or after final disposition of any disputed audit findings. California Fire Foundation is required to keep source documents for all expenditures related to each grant for at least three years following Project completion and one year following an audit unless California Fire Foundation has a longer retention policy.

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Appendix A: Explanation of Terms

Advance Payment: Funds provided by the State to California Fire Foundation prior to the incurrence of eligible project costs, in lieu of reimbursement, and at the sole discretion of CAL FIRE. Advance Payments are limited to 25% of the total grant award, must be used for eligible expenses within an approved timeframe, and are subject to reporting, accountability interest, and return requirements.

Advance Request: A written request submitted California Fire Foundation, using the required Advance Payment Request Form, seeking approval to receive an Advance Payment and identifying the planned use of funds over a specified period. Approval is at the sole discretion of CAL FIRE.

Agreement: A legally binding agreement between the State and another entity.

Amendment: A modification or a change of the agreement, such as term, cost, or scope of work. This may include minor amendments or major amendments (see below).

Authorized Representative: The designated person or position identified by California Fire Foundation as the agent to sign all required grant documents including, but not limited to, grant agreements, application forms and payment requests.

Contractor: An entity contracting with California Fire Foundation for services and generally receives a Form 1099 for tax purposes.

Employee: Individuals employed directly by California Fire Foundation and generally receive a W-2 for tax purposes.

Indirect Costs: Expenses for doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project, or activity, but are necessary for the general operation of the organization. Indirect costs include salaries and benefits of employees not directly assigned to a project, which provide functions such as personnel, business, information technology or janitorial services, and salaries of supervisors and managers. Indirect costs may only be applied as a % of direct costs within the agreement.

Formal Amendment: A formal agreement of changes that exceed the scope of informal amendments (see below). These changes require formal re-signing of the grant agreement. A formal amendment is required when there is a change

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to the Project Performance Period, a significant change to the scope of work, or any increase or decrease of more than ten percent (10%) of the total grant funds of a budget category.

Indirect Costs: Expenses of doing business that are of a general nature and are incurred to benefit at least two or more functions within an organization. These costs are not usually identified specifically with a grant, grant agreement, project or activity, but are necessary for the general operation of the organization. Indirect costs include salaries and benefits of employees not directly assigned to a project, which provide functions such as personnel, business, information technology or janitorial services, and salaries of supervisors and managers. Indirect costs may only be applied as a % of direct costs, except equipment, within the agreement.

Informal Amendment: An approved modification that moves dollars in the line item or between budget categories that do not exceed ten percent (10%) of total grant funds; changes deliverable due dates; or makes a minor change in the project scope of work. It does not require a formal amendment to the grant agreement

Non-profit Organization: Any California corporation organized under Section 501(c)(3) of the Federal Internal Revenue Code.

Operating Expenses (Direct Cost): Any cost that can be specifically identified as generated by, and in accordance with, the provisions or activity requirements of the grant agreement.

Payee Data Record (Std. 204): A form required to establish a supplier number to encumber funds and subsequent payment.

Personal Protective Clothing and Equipment (PPE): Equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. These injuries and illnesses may result from contact with chemical, radiological, physical, electrical, mechanical, or other workplace hazards.

Program Income: Income that is generated directly by the Grantee's performance of the project, including any interest earned on advance payments.

Project Performance Period: The time from when the Grant Agreement is fully signed to the Agreement termination date. Only eligible costs incurred during the project performance period will be paid by the State.

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Project: The activity, activities, or work to be accomplished utilizing grant and matching funds (if applicable).

Project Scope of Work: The detailed description of the proposed tasks identified in the guidelines, in enabling legislation, and/or detailed in the grant agreement.

Project Budget Detail: The proposed detailed budget plan identifying costs to be funded by the grant, matching funds, and projected program income broken down by budget category.

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Appendix B: Project Budget

CAL FIRE will provide a spreadsheet version of the budget template. CAL FIRE reserves the right to fund only a portion of the proposed budget items as described in the guidelines above.

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Appendix C: Disadvantaged Communities, Severely Disadvantaged Communities, & Vulnerable Populations

The law that established the 2024 Climate Bond (PRC §90140) requires that at least 40 percent of the total bond funding "shall be allocated for projects that provide meaningful and direct benefits to vulnerable populations or disadvantaged communities." Of this 40 percent, at least 10 percent of the total funding shall be allocated for projects that provide meaningful and direct benefits to severely disadvantaged communities."

(S)DAC and Vulnerable Population Definitions

The following definitions come directly from the bond (PRC § 90100) and will be used:

Disadvantaged community (DAC): A community with a median household income of less than 80 percent of the area average or less than 80 percent of statewide median household income.

Severely disadvantaged community (SDAC): A community with a median household income of less than 60 percent of the area average or less than 60 percent of statewide median household income.

Vulnerable population: A subgroup of population within a region or community that faces a disproportionately heightened risk or increased sensitivity to impacts of climate change and that lacks adequate resources to cope with, adapt to, or recover from such impacts. *Note: tribes are considered vulnerable populations under this definition.*

Tribe: A federally recognized Native American tribe or a non-federally recognized Native American tribe listed on the California Tribal Consultation List maintained by the Native American Heritage Commission.

Evaluation Framework

As outlined in California Natural Resources Agency's (CNRA's) Meaningful and Direct Benefits Assessment, the following four-step process will be used to determine if a proposed project for funding provides meaningful and direct benefits to a vulnerable population(s), DAC(s), or SDAC(s).

- STEP 1: What benefits will the project provide?

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Identify which benefits the proposed project will provide. The law establishing the 2024 Climate Bond lists some specific benefits that projects eligible for the bond provide.

- STEP 2: Who will the project benefit?

  Identify the communities or populations that will benefit from the project and whether these are a DAC, SDAC, or vulnerable population. Use the guidance outlined on pages 6-12 of CNRA's Meaningful and Direct Benefits Assessment.

- STEP 3: Are the anticipated benefits "meaningful and direct" to (S)DAC(s) or vulnerable population(s)?

  The project's benefits are considered meaningful and direct to a (S)DAC or vulnerable population if the criteria listed on pages 12-13 of CNRA's Meaningful and Direct Benefits Assessment are met.

- STEP 4: How do I ensure the project counts toward the 40 percent requirement?

  It is required that all 2024 Climate Bond funded projects are entered into the Agency Bonds Consolidated Reporting System (ABCRS). CAL FIRE will utilize ABCRS for this project to track progress toward meeting the 40 percent requirement.

City Council Agenda Report

ITEM NO. 9

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8043 AMENDING THE CITY'S CONFLICT OF INTEREST CODE TO REFLECT THE REORGANIZATION OF THE FINANCE DEPARTMENT AND RESCINDING RESOLUTION NO. 8031**

Recommendation

It is recommended that the City Council adopt Resolution No. 8043, amending the City of South Pasadena's Conflict of Interest Code to reflect the reorganization of the Finance Department and rescinding Resolution No. 8031.

Background

The Political Reform Act of 1974 (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and maintain a Conflict of Interest Code identifying positions whose duties involve making or participating in governmental decisions that may foreseeably affect financial interests.

The City's Conflict of Interest Code incorporates the standard provisions established by the Fair Political Practices Commission (FPPC) under Title 2, California Code of Regulations, Section 18730. The Code includes appendices identifying designated positions and establishing the corresponding financial disclosure requirements.

Government Code Section 87306 requires agencies to amend their Conflict of Interest Codes when changed circumstances necessitate revisions. Such circumstances include organizational restructuring, the creation or elimination of positions, changes in position titles, and modifications to responsibilities that affect participation in governmental decisions.

At its September 16, 2026 meeting, the City Council adopted Resolution No. 8031, approving a comprehensive update to the City's Conflict of Interest Code as part of the 2026 biennial review. The amendments reflected changes to the City's organizational structure, designated positions, and corresponding financial disclosure categories to ensure continued compliance with the Political Reform Act.

Subsequent organizational changes within the Finance Department, approved by the City Council on October 21, 2026, necessitate further amendments to the Conflict of Interest Code to accurately reflect the Department's revised organizational structure, designated positions, and corresponding financial disclosure requirements.

Analysis
The City's Conflict of Interest Code establishes financial disclosure requirements for employees and officials whose duties involve participating in governmental decisions that could affect their economic interests. Individuals occupying designated positions must file FPPC Form 700, Statement of Economic Interests, in accordance with the disclosure category assigned to their position.

The disclosure requirements are based on the duties and decision-making authority associated with each position rather than the individual occupying the position.

Finance Department Reorganization
The Finance Department has undergone organizational changes intended to align reporting relationships with the Department's day-to-day operational needs.

These changes require corresponding amendments to Appendix B of the City's Conflict of Interest Code, which identifies designated positions and their applicable disclosure categories.

The following table summarizes the Finance Department's designated positions and corresponding disclosure categories under the 2026 Conflict of Interest Code, alongside the reclassified positions and their respective disclosure categories resulting from the Finance Department reorganization adopted by the City Council through Resolution No. 8039, which amended the City's Table of Organization and related job classifications.

Previous Designated Position	New Designated Position	Previous Disclosure Category	New Disclosure Category
Assistant City Manager/Chief Financial Officer	Same	1	1
Deputy Finance Director	Eliminated	1	N/A
Budget & Purchasing Manager	Budget & Finance Manager	3	3
Accounting Manager-Controller	Deputy Finance Director/Controller	3	1
Finance Manager	Eliminated	3	N/A
Procurement & Contracts Administrator	Same	3	3
Information Technology & Systems Manager	Same	3	3

Financial Disclosure Requirements
The City's Conflict of Interest Code currently establishes four disclosure categories, ranging from full disclosure under Category 1 to more targeted disclosure requirements under Categories 2 through 4.

The proposed amendments are limited to the designated positions and corresponding

disclosure categories affected by the Finance Department reorganization. The existing disclosure categories contained in Appendix A will remain unchanged unless further amendments are determined necessary.

Following adoption, the City Clerk's Office, as the City's filing officer, will coordinate any required Form 700 filings associated with newly designated positions, revised disclosure obligations, or other changes resulting from the amended Code.

Purpose of the Amendment
Maintaining an accurate Conflict of Interest Code is essential to ensuring compliance with the Political Reform Act and promoting transparency and accountability in governmental decision-making.

Although the City conducts a comprehensive biennial review of its Conflict of Interest Code, Government Code Section 87306 also requires amendments when changed circumstances warrant an update. Accordingly, the City is not required to wait until the next biennial review to incorporate organizational changes that affect designated positions or their disclosure obligations.

The proposed amendment will ensure that the City's Conflict of Interest Code remains consistent with the Finance Department's current organizational structure and applicable financial disclosure requirements.

Fiscal Impact
There is no anticipated direct fiscal impact associated with adoption of the proposed amendments to the City's Conflict of Interest Code. Any administrative responsibilities associated with updating designated positions and coordinating Form 700 filings will be absorbed within existing City Clerk's Office operations.

Attachment:
Attachment No. 1 -Proposed Resolution 8043
Attachment No. 2 - Exhibit to Resolution 8043

RESOLUTION NO. 8043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING AN UPDATED CITY CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 8031

WHEREAS, the Political Reform Act (Government Code Section 81000 et seq.) requires all public agencies to adopt and promulgate a Conflict of Interest Code (Code); and

WHEREAS, the City Council previously amended its Code by adopting Resolution No. 8031 on September 16, 2026, as set forth in Section 18730 of the California Code of Regulations; and

WHEREAS, the Political Reform Act requires that the City Council review its Code biennially to determine whether amendments are required; and

WHEREAS, a staff level review of City's Code reveals that amendments are necessary to the list of Designated Positions and corresponding Disclosure Categories; and

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

SECTION 1. The City Council does hereby adopt the updated Conflict of Interest Code, a copy of which is attached hereto as "Exhibit A".

SECTION 2. Resolution No. 8031 is hereby rescinded.

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

PASSED, APPROVED AND ADOPTED ON this 18th day of November, 2026.

_____
Sheila Rossi
Mayor

ATTEST:

_____
Nikima S. Newsome
Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz
City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of November 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Nikima S. Newsome
Chief City Clerk

“EXHIBIT A”
CONFLICT OF INTEREST CODE OF THE
CITY OF SOUTH PASADENA, CALIFORNIA
(Adopted November 18, 2026)

The Political Reform Act (Government Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted regulation 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and along with the attached Appendices A and B, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of South Pasadena.

Individuals holding designated positions shall file their statements of economic interests with City Clerk who will make statements available for public inspection and reproduction (Government Code § 81008) during regular business hours, at 1414 Mission Street, South Pasadena, CA 91030.

The City’s Code does not establish any disclosure obligation for Members of the City Council and Planning Commission, City Treasurer, City Manager, and City Attorney, as Government Code Section 87200 et seq., requires disclosure for those positions as a matter of state law.

CONFLICT OF INTEREST CODE
CITY OF SOUTH PASADENA, CALIFORNIA

APPENDIX A
DISCLOSURE CATEGORIES

CATEGORY 1 (Full Disclosure)
Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments); and all interests in real property located in or within two miles of the jurisdiction of the City.

CATEGORY 2 (Disclosure Related to Procurement, Real Property)
Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed or the department(s) associated with the commission in the case of a commissioner; and all interests in real property located in or within two miles of the jurisdiction of the City.

CATEGORY 3 (Disclosure Related to Procurement)
Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed.

CATEGORY 4 (Disclosure Related to Regulatory/Licenses/Permits, Real Property)
Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type that is subject to the regulatory, permit, or licensing authority of the City; and all interests in real property located in or within two miles of the jurisdiction of the City.

CONSULTANTS
Those consultants that will make, participate in the making, or act in a staff capacity for governmental decisions shall file statements of economic interests and such disclosure requirements shall conform to the range of duties. The City Manager shall make such determinations in writing to be filed with and retained in the same manner as the City's Conflict of Interest Code.

CONFLICT OF INTEREST CODE
CITY OF SOUTH PASADENA, CALIFORNIA

APPENDIX B
LIST OF DESIGNATED POSITIONS

DESIGNATED POSITIONS	DISCLOSURE CATEGORY
Government Code Section 87200 Filers	
City Attorney	Govt. Code §87200
City Manager	Govt. Code §87200
City Treasurer	Govt. Code §87200
Members of the City Council	Govt. Code §87200
Members of the Planning Commission	Govt. Code §87200
Boards/Commissions/Committees	
Members of the Cultural Heritage Commission	4
Members of the Community Services Commission	4
Members of the Finance Commission	1
Members of the Library Board of Trustees	2
Members of the Public Works Infrastructure Commission	2
Members of Natural Resources and Environmental Commission	2
Members of Public Art Commission	2
Members of Public Safety Commission	2
City Clerk's Office	
Chief City Clerk	1
Deputy City Clerk	2
City Manager's Office	
Assistant City Manager/Chief Financial Officer	1
Assistant to the City Manager	1
Film Liaison	4
Public Affairs Manager/Public Information Officer	3
Customer Success Manager	3
Community Development Department	
Community Development Director	1
Planning Manager	1
Assistant Planner	4
Associate Planner	4
Senior Planner	4
Code Enforcement Officer	4
Lead Code Enforcement Officer	4
Lead Code Enforcement Officer	4
Planning Interns	4
Senior Building Inspector	4
Senior Management Analyst	2
Permit Technician	4
Community Services Department	
Community Services Director	1
Senior Management Analyst	2
Community Services Supervisor	3
Public Works Operations Manager	2
Parks Supervisor	3

Finance Department	
Assistant City Manager/Chief Financial Officer	1
Deputy Finance Director/Controller	1
Budget & Finance Manager	3
Procurement & Contracts Administrator	3
Information Technology & Systems Manager	3
Fire Department	
Fire Chief	1
Fire Division Chief	1
Fire Captain	3
Fire Inspector	3
Human Resources Department	
Human Resources Director	1
Senior Human Resources Analyst	3
Library Services Department	
Library Director	1
Assistant Library Director	3
Library Public Services Manager	3
Police Department	
Police Chief	1
Police Captain	1
Police Sergeant	3
Police Lieutenant	3
Management Analyst	2
Public Works Department	
Public Works Director	1
Deputy Director of Public Works	1
City Engineer	2
Public Works Superintendent	2
Water Operations Supervisor	3
Water Operations Manager	2
Senior Management Analyst	2
Facilities Supervisor	3
Street & Sewer Supervisor	3
Senior Civil Engineer	2
Transportation Project Manager	3
CIP Program Manager	2
CIP Project Manager	2

City Council Agenda Report

ITEM NO. 10

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Derek Elmore, Chief of Police
Shannon Robledo, Police Lieutenant
Davit Ghazaryan, Management Analyst

SUBJECT: **CONSIDERATION TO APPROVE PURCHASE ORDERS WITH CODE 3 TECHNOLOGY, BLACK BOX SAFETY, INC. AND RTS TACTICAL FOR THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT AND MOBILE DATA COMPUTERS USING THE URBAN AREA SECURITY INITIATIVE (UASI) 2024 GRANT FUNDS**

Recommendation

It is recommended that the City Council:

1. Approve a purchase order in the amount of $28,515.63 to Black Box Safety, Inc., for the purchase of 46 ballistic helmets;
2. Approve a purchase order to RTS Tactical in the amount of $34,977.37 for the purchase of 12 ballistic shields;
3. Approve a purchase order to Code 3 Technology for the purchase of 12 ruggedized mobile data computers in the amount not to exceed $62,727.00; and
4. Authorize the City Manager or designee to execute the appropriate Purchase Orders and any other documents necessary to effectuate the purchase.

Executive Summary

The South Pasadena Police Department (Department) was awarded $126,220 in Urban Area Security Initiative (UASI) 2024 grant funding to support the acquisition of eligible equipment that enhances emergency preparedness, officer safety, and the City's ability to respond effectively to critical incidents (Attachment 1). The available grant funding is budgeted for two primary equipment categories: personal protective equipment (PPE), including ballistic helmets and ballistic shields, and ruggedized mobile data computers (Toughbooks). Out of the total $126,220; $63,493 is designated for PPE and $62,727 is designated for Toughbooks.

The proposed purchases will provide the Department personnel with additional protective equipment for high-risk and critical incidents while also improving access to essential information and communications in the field. The Toughbooks will maintain continuity with the Department's existing ruggedized mobile computing platform and reduce the operational disruption and additional training that could result from transitioning to a different technology platform.

Background
In September 2024, the South Pasadena Police Department was awarded $126,220 through the Department of Homeland Security, Federal Emergency Management Agency FY 2024 UASI Grant Program to purchase personal protective equipment, including ballistic, anti-riot helmets, ballistic shields and patrol vehicle laptops in order to replace the Department's aging PPE as well as update its current stock of vehicle-mounted mobile computers.

Of the $126,220 awarded to the Department, the initial plan included purchasing compact response shields and an operational support vehicle. However, on July 28, 2025, all Los Angeles area UASI subrecipients were informed that there will be significant cuts (more than twenty million dollars) to the initial regional allocation, including the UASI 2025 grant application. This cut forced the Department to modify its initial plan in order to use the UASI 2024 funds in a way that addresses its most urgent needs.

On March 2, 2026, a modification request to the list of equipment that was initially included in the grant application was submitted to the City of Los Angeles, which was approved on April 02, 2026. Initially, $73,465.00 was budgeted to purchase a mobile command vehicle but the modification requested to reallocate $10,738.00 of that amount to increase the budget for personal protective equipment, including ballistic helmets and shields, and the remaining $62,727.00 to be designated for the purchase of new Toughbooks.

Analysis
The UASI grant program was founded by the Department of Homeland Security (DHS) after the attacks of September 11, 2001, giving state and local agencies federal grants through the Homeland Security Grant Program (HSGP). Managed by the Federal Emergency Management Agency (FEMA), the UASI program assists in funding densely populated urban areas that are at high risk for acts of terrorism. By means of financial assistance, the UASI program addresses the planning, organization, equipment, and training needs of areas that are targets for such things as cyber threats, threats to soft targets and crowded venues, and threats from violent domestic extremists. UASI funds support prevention, protection, mitigation, response, and recovery to threats or acts of terrorism in these densely populated urban areas.

The UASI grant program directly supports the national priority of expanding regional collaboration within the National Preparedness Goal, which defines community preparedness for all types of disasters and emergencies. The UASI grant is intended to assist participating jurisdictions in developing integrated regional systems for prevention, protection, response, and recovery from natural or man-made disasters.

Personal Protective Equipment (PPE)
The Police Department has maintained ballistic helmets and shields in its inventory since the 1950s. While these items have served SPPD officers for decades, much of the existing inventory is outdated, does not meet current safety standards, and is no longer serviceable for operational or training use. The current request is not for new capabilities, but rather to replace aging, obsolete equipment with modern, effective protective tools that align with today's safety requirements.

The proposed PPE equipment is intended to enhance the Department's ability to protect personnel while responding to critical incidents and to provide additional resources that can be deployed based on the circumstances of an incident. The equipment will also contribute to the

Department's overall emergency preparedness and response capabilities. South Pasadena's regional mutual aid obligations also necessitate that the City be able to deploy officers equipped with proper protective gear to assist partner agencies during emergencies. Without modern safety equipment, our capacity to participate in regional deployments is severely diminished.

The new ballistic helmets will provide additional head and face protection for officers operating in environments where there is an elevated risk of ballistic or other physical hazards. Ballistic shields will provide mobile protection for officers and other personnel during high-risk incidents, including situations requiring officers to advance, evacuate individuals, or provide emergency assistance while under potentially hazardous conditions.

PPE Procurement Process - Helmets and Shields
The Police Department conducted its procurement process in accordance with applicable federal grant procurement requirements. For each equipment category, three vendors were solicited to provide quotations for the proposed purchases. The selected vendors and proposed purchases were coordinated with the City's UASI grant pass-through agency, the Los Angeles Mayor's Office, to ensure consistency with the approved grant scope and applicable grant requirements. The Department reviewed and evaluated the quotations based on pricing, equipment specifications, operational needs, compatibility, durability, warranty, and overall value.

Helmets (qty. 46)

Vendor	Quoted Price
Black Box Safety Inc.	$28,515.63
Galls	$38,869.54
U.S. Patriot	$38,869.54

After analyzing quotes (Attachment 2) and analyzing the type and quality of the equipment offered, the Department recommends Black Box Safety, Inc. as the vendor to purchase ballistic and anti-riot helmets from. The Department has previously purchased equipment from this vendor and received a discount, making this vendor quote the most affordable and cost-beneficial one for 46 ballistic, anti-riot helmets.

Shields (qty. 4 heavy and 8 light ballistic)

Vendor	Quoted Price
RTS Tactical	$34,977.37
Bulletproof Zone	$35,255.88
Armor Research	$41,742.48

After analyzing quotes (Attachment 2) and the type and quality of the equipment offered, the Department recommends RTS Tactical as the vendor to purchase protective shields as the most cost effective quote.

Toughbooks
The Department also proposes to utilize UASI funding for the acquisition of ruggedized Toughbook mobile computers. These computers are designed for use in law enforcement and other demanding field environments and provide officers with reliable access to critical

information and communications while operating in the field. The Department currently utilizes ruggedized Getac mobile computers, and the proposed replacement equipment will provide continuity with the Department's existing mobile computing environment and operational practices. Maintaining compatibility with existing technology and equipment will minimize the need for additional training and allow personnel to continue utilizing a platform with which they are familiar. The mobile computers will support officers' ability to access law enforcement databases, dispatch information, reports, mapping, and other critical resources while in the field. The equipment will therefore enhance operational efficiency and provide officers with timely access to information necessary for emergency response and routine law enforcement activities.

Toughbooks (qty. 12)

Vendor	**Quoted Price**
Code 3 Technology	$60,787.20
CDS Office Technologies	$63,564.00
Durabook	$61,200.00

As a result of extensive research conducted by the Department's senior officers, Panasonic FZ-56 was chosen as the most cost-beneficial choice for Toughbooks and Code 3 Technology provided the best price for that product.

Approval of the requested purchase orders will allow the Department to proceed with the acquisition of the equipment using grant funds without requiring additional General Fund appropriation.

Fiscal Impact
The City of South Pasadena will receive a grant in the amount of $126,220 from the FY 2024 UASI Grant Program on a reimbursement basis. No local matching funds are required for grant funds to be received. The grant allows the City to provide officers with mission-critical protective tools without impacting the General Fund, while simultaneously advancing officer safety, public protection, and legal compliance.

As a result, federal assistance will be provided in the form of a reimbursement for purchasing equipment to support the regional Homeland Security goal. Funds were requested to purchase equipment that supports regional homeland security goals. There is no cash or in-kind match required for this grant.

The funds have been budgeted for Fiscal Year 2026-27 and are available in GL account number 274-4010-4019-8540 (Homeland Security Grant – Equipment).

Commission Review and Recommendation
This item was presented to the Public Safety Commission during the Special Meeting of September 23, 2026 and was recommended for City Council's approval.

Attachment:
Attachment No. 1 - UASI 24 - South Pasadena - Accessible Version
Attachment No. 2 - UASI 2024 - Quotes

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 9/24/2025

FROM (DEPARTMENT): Mayor's Office of Public Safety

CONTACT PERSON: An Joon Ang PHONE: (626) 465-6773

CONTRACT NO.: C-202976

COUNCIL FILE NO.: C.F. #24-0975

ADOPTED BY COUNCIL: 03/05/2025
DATE

APPROVED BY BPW: _____
DATE

- [x] NEW CONTRACT
- [ ] AMENDMENT NO. ___
- [ ] ADDENDUM NO. ___
- [ ] SUPPLEMENTAL NO. ___
- [ ] CHANGE ORDER NO. ___

CONTRACTOR NAME: City of South Pasadena

TERM OF CONTRACT: September 1, 2024 THROUGH: May 31, 2027

TOTAL AMOUNT: $138,493.00

PURPOSE OF CONTRACT:

UASI 24 Subrecipient Agreement between the City of Los Angeles and the City of South Pasadena for Unified Response to Violent Incidents (URVI) Training, Mobile Command / Incident Response Vehicles, and Personal Protective Equipment (PPE)

Period of performance: September 1, 2024 through May 31, 2027
Total Contract Amount / Subaward: $138,493.00

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

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SUBAWARD AGREEMENT

Subrecipient: City of South Pasadena

Title: FY 2024 Urban Area Security Initiative (UASI) Grant Program

City Contract Number C-202976

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EXHIBITS

Exhibit A	DHS Standard Conditions
Exhibit B	2024 Standard Assurances for all Cal OES Federal Grant Programs
Exhibit C	Financial Management Forms Workbook
Exhibit D	Modification Request and Reimbursement Request Forms
Exhibit E	CalOES Forms
Exhibit F	Grants Management Assessment Form

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AGREEMENT NUMBER C-202976 OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND CITY OF SOUTH PASADENA

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of South Pasadena, (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2024 Urban Area Security Initiative Grant Program, FAIN #EMW-2024-SS-05088, CFDA #97.067, Federal Award Date September 1, 2024. This is not a "Research & Development" award as defined in 2 CFR §200.87 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.56 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of $49,119,978.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	**$138,493.00**
Subaward Period of Performance ("Term"):	**September 1, 2024 to May 31, 2027**

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Match Requirement: **None**

Subrecipient Identifier:

Indirect Cost Rate for Subaward: **None**

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Robert Clark, Deputy Mayor
Authorized Department:	Mayor's Office of Public Safety 200
Address, Phone, Fax, E-mail:	N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213) 978-0687 Email: robert.clark@lacity.org
Party:	City of South Pasadena
Authorized Representative:	Lieutenant Shannon Robledo South
Authorized Department:	Pasadena Police Department
Address, Phone, Fax, E-mail:	1422 Mission Street South Pasadena, CA 91030 Email: srobledo@southpasadenaca.gov;
Copy to:	Davit Ghazaryan dghazaryan@southpasadenaca.gov

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

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§1.4 Authorities

The Los Angeles City Council and the City's Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. # 24-0975, 3/5/2025).

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

a. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.
b. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
c. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2024 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2024 DHS Standard Terms and Conditions ("DHS Standard Conditions") **(Exhibit A),** (3) FEMA Information Bulletins ("IB"), (4) CalOES 2024 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"), (5) CalOES 2024 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") **(Exhibit B),** (6) CalOES Grant Management Memos ("GMM"), and (7) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http:///www.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward **(Exhibit C).**

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. Subrecipient and the City have previously completed a mutually approved Budget/Expenditure Plan as incorporated in the Financial Management Forms Workbook (the "Workbook"), which is pending approval by CalOES (the "Budget") and is attached hereto as **Exhibit C**. Upon approval by CalOES, such Budget shall be the effective Budget for this Agreement. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form

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(attached hereto as **Exhibit D**), all required supporting documentation and a revised Workbook showing such modification. Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline ("Project Timeline") setting forth milestones and completion dates for projects funded under the Subaward. Subrecipient shall manage its projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. If a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval.

D. Subrecipient shall complete and deliver to the City all forms required by CalOES pertinent to the implementation of Subrecipient's projects under the Subaward. Such forms, which are collectively attached hereto as **Exhibit E**, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Environmental and Historical Preservation ("EHP") request form, and (4) a sole source procurement request form. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Subrecipient acknowledges that all such forms must be approved by the City and CalOES ***prior*** to expending Subaward funds. Failure to gain advance approval of such completed requests and forms by the City and CalOES may result in the disallowance of such costs incurred by Subrecipient.

E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

F. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with

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representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*."

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

G. This Subaward is not a “fixed amount award” as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit D) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the “Reimbursement Request”). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

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Final Reimbursement Requests for this Subaward must be received by the City no later than One Hundred Twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless approved by the Mayor's Office in advance of the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

I. Subrecipient shall comply with all federal, state, and local laws and regulations for vaccine requirements. Each Subrecipient shall comply with their own policies and mandates for Covid-19 vaccine requirements.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of

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federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending

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those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.b. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in

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accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally-Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

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P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1) Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of 1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections* and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this UASI 24 Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

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2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, canceled checks or other proof of payment, and copies of related contracts (See §2.2.G). CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;
3. The professional services agreement between Motorola and LA-RICS for the LMR System may not be used to purchase subscriber equipment unless meeting one of four federal exceptions to necessitate noncompetitive procurement;
4. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.38 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non-Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also

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submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit an annual Grants Management Assessment Form to the City (Exhibit G) to evaluate risk and determine grant funding eligibility.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to

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certain research data produced or acquired under the Subaward, and (d) Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §§200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to

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assure compliance with applicable Federal requirements and performance expectations. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

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K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

1. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

2 In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

3 If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

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§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

A. Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

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B. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

C. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

D. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the

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Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-one (21) pages and six Exhibits which constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney By: Barak Vaughn Barak Vaughn, Deputy City Attorney Date: 09/24/2025	For: THE CITY OF LOS ANGELES KAREN BASS, Mayor By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract. By: Karen Bass Karen Bass, Mayor Date: 09/29/2025
ATTEST: PETTY F. SANTOS, Interim City Clerk By: Mail G. Deputy City Clerk Date: Oct 1, 2025	
APPROVED AS TO FORM: By: Roxanne M. Diaz Date: 9/18/2025	For: CITY OF SOUTH PASADENA By: Janet Braun Date: 9/18/2025
ATTEST: By: Mark Perez Date: 9/18/2025	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #24-0975; Date of Approval: 3/5/25
City Contract Number: C-202976

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EXHIBIT A

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FY 2024 DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq*.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq*.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

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VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq*.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq*.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act,

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Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq*.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

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XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq*.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section

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6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

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XXXV. Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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EXHIBIT B

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

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(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

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(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

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6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

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(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

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12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

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17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

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19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

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24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

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29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

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government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

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(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT

The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: LA-LB UASI

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Gabriela V. Jasso

Title: Director of Grants and Finance Date: 1/15/2025

Initials _____

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EXHIBIT C

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

	Line #				Project Information											
National Priority	Project Letter	Master Item #	Sub-Line #	Mayor's Office ID #	IJ	Jurisdiction	Deptarment	Project Title	Funding Source	Disc	Solution	Sub-Solution	Expenditure Category	Sub-Line #'s Total Allocated	Mater Item #'s Total Allocated
	O	41	209	65	IJ-4	South Pasadena	Fire	Unified Response to Violent Incidents (URVI) Training	HSGP-UASI	FS	Training	Staff Expenses	Certification/Re-Certification	$ 10,000.00	
	O	41	210	65	IJ-4	South Pasadena	Fire	Unified Response to Violent Incidents (URVI) Training	HSGP-UASI	FS	Training	Staff Expenses	Staff	$ 2,273.00	
	P	46	250	72	IJ-4	South Pasadena	Police	Mobile Command/Incident Response Vehicles	HSGP-UASI	LE	Equipment	Other Authorized Equipment	N/A	$ 73,465.00	
	P	46	252	72	IJ-4	South Pasadena	Police	PERSONAL PROTECTIVE EQUIPMENT (PPE)	HSGP-UASI	LE	Equipment	Personal Protective Equipment	N/A	$ 52,755.00	

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EXHIBIT D

LA/LB UASI Modification Request Form

Please fill out the Modification Request Form, and associated Project Timeline, and submit it to your Grant Specialist. Include the project details for each line # affected by the modification request. For new line #'s being created, leave the Project Letter, Item #, and Sub-Line # columns in the 'Modified To' section blank- your Grant Specialist will assign them. You **MUST** include the reason for the modification request. Your Grant Specialist will advise if your modification request requires additional information. Additionally, you **MUST** attach a completed ledger(s) with the proposed changes. Formulas are embedded in the Form to automatically calculate the $ Change, and the Form is balanced when the Totals (highlighted yellow) in the 'Modified From' and the 'Modified To' sections are equal. Modification requests are submitted to CalOES on a monthly basis. To be considered for that month's modification request, please submit by the 15th of each month.

REQUIREMENTS FOR SUBMISSION:

Jurisdiction	Department	Name of Representative	Email Address	Phone Number	Today's Date	Grant Year

Grant Specialist to complete		Summary and reason for modification request:	Are the modified ledgers attached electronically?		Will the project require approvals?	
Contract Amount	$ -		*Equipment Ledger*		*EHP*	
Revised Amount	$ -		*Training Ledger*		*Sole Source*	
Amendment Y/N?			*Organization Ledger*		*EOC*	
25% Increase	$ -		*Planning Ledger*		*Watercraft*	
Council/14.8 Y/N?			*Exercise Ledger*		*Aircraft*	

Modified From:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
From							Train				$ -		
From											$ -		
From											$ -		
From											$ -		
From											$ -		
										Total:	$ -		

Modified To:

	Project Letter	Item #	Sub Line #	Project Name	Investment Justification (IJ)	Disc	Solution	Sub-Solution	$ Before	$ After	$ Change	Action	FMU ONLY APPR #
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
To									$ -	$ -	$ -		
										Total:	$ -		

MOPS Use Only:

Grant Specialist	Date Received	Date Approved by MOPS	Modification #	Notes

FMU Verification-- Name	Date Reviewed	Modification #	Notes

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EXHIBIT E

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

REQUEST FOR NONCOMPETITIVE PROCUREMENT AUTHORIZATION

Grant Program:	List the grant the procurement being charged to.	
Grant Award No.(s):	List the grant award number(s) – if multiple awards, list each award number separately, and number. Continue using these numbers to link remaining information in this section to applicable grant award.	**FIPS #:** Cal OES assigned FIPS # of the direct subrecipient.
Subrecipient Name:	List the name of the Cal OES direct subrecipient.	
If Subaward, list second-tier Subrecipient:	If applicable, list the name of the second-tier Subrecipient (entity initiating the procurement).	
Project No.(s):	List the project number(s) for this procurement.	**Feedback # (if applicable):** If applicable, list the CSTI assigned feedback number(s) for the HSGP related training(s).
Project Title(s):	List the project title(s).	
Requested Amount:	Enter the requested amount(s) under the Grant award(s).	**Contract Total:** Enter the contract total.
Vendor:	List the name of the vendor that is providing item(s)/service(s) for this procurement.	

Please complete the following questions based on the entity making the purchase.

1. **Describe what the proposed vendor/contractor will provide:**
   Provide a short synopsis about what you are attempting to purchase.

2. **Has Cal OES approved a noncompetitive procurement for this item(s)/service(s) in the past?**

   ☐ Yes ☐ No

   If Yes, attach the most recent Cal OES approval letter and Noncompetitive Procurement Authorization form.
   No further supporting documentation needed, at this time.

3. **Is this noncompetitive procurement being made under a multi-year contract?**
   Is the term of the contract longer than one year?

   ☐ Yes ☐ No

   If No, proceed to question 6.

4. **If Yes to Question 3, has Cal OES approved a noncompetitive procurement in the past under this multi-year contract?**

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☐ Yes ☐ No

If No, proceed to question 6.

5. **If Cal OES has previously approved a noncompetitive procurement under this multi-year contract, have there been any modifications since that approval?**
Have there been any amendments to the contract such as an extension or increase in the contract amount since the last approval?

☐ Yes ☐ No

Note: A price/cost analysis must be performed with every procurement above the Simplified Acquisition Threshold (SAT) *including modifications. Modifications include* <u>any</u> *change to the original contract, including extensions.*

If Yes, proceed to question 8.
If No, proceed to question 10.

6. **Indicate which of the following circumstances resulted in your organization's need to enter into a noncompetitive contract and describe the details of those circumstances for this request under the following below.**
Choose one of the following and insert the details of those circumstances on the form.

- The item is available only from a single source. *(Describe and detail the process used to make that determination.)*
- A public necessity or emergency for the requirement will not permit a delay resulting from competitive solicitation. *(Describe the necessity or emergency. Provide details.)*
- After solicitation of a number of sources, the competition was determined inadequate. *(Describe the solicitation process that determined competition was inadequate. Provide details including the length of the solicitation.)*

7. **Describe your organization's standard procedures when considering a noncompetitive procurement, including the conditions under which a noncompetitive procurement is allowed, and any other applicable criteria (i.e., approval requirements, monetary thresholds, etc.).**
Insert here the description of your organization's procurement procedures, including approval thresholds, and noncompetitive procurement approval procedures.

8. **Attach a copy of the cost/price analysis for this procurement or contract modification if above the SAT.**

9. **Do you have documentation to support profit negotiation?**
Documentation to be retained in subrecipient procurement file.

☐ Yes ☐ No

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Note: Profit must be negotiated for each contract in which there is no price competition and in all cases where cost analysis is performed.

10. Certification:

This is to certify that, to the best of our knowledge and belief, the data furnished on this form is accurate, complete and current. We further certify that this procurement has followed local procurement policies, and state and federal guidelines. We understand that any fraudulent information contained on this form may affect the allowability of federal funding for this item and/or have an effect on future Cal OES funding for this organization.

Purchasing Agent:	Name: Purchasing Agent of entity conducting procurement.	Signature:	Date:
Primary Subrecipient:	Name: This should be Cal OES' direct Subrecipient.	Signature:	Date:

Cal OES Internal Use Only

Date Submitted:

Procurement Type: ☐Single Source ☐Public Emergency ☐Inadequate Competition

Attachments enclosed:

☐ Previous Approval Letter
☐ Previous Noncompetitive Procurement Authorization Request form for this item(s)/service(s)
☐ Cost/Price Analysis
☐ Other Supporting Documents: _____

Program Representative Review - Comments:

Unit Chief Review - Comments:

☐ Approved ☐ Denied

Grants Procurement Compliance Manager – Comments:

Grants Procurement Compliance Manager:	Date:

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DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 3/31/2026

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 7.2833 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. ***Be advised that completion of this form does not complete the EHP review process***. You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802. The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: https://www.fema.gov/environmental-planning-and-historic-preservation-compliance.

Submit the completed form through your grant administrator who will forward it to GPDEHPInfo@fema.dhs.gov. Please use the subject line: *EHP Submission: Project Title, location, Grant Award Number (**Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx**).*

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SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Recipient: _____

Recipient POC: _____

Mailing Address: _____

E-Mail: _____

Sub-recipient: _____

Sub-recipient POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, and how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

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SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.

2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.

3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.

4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.

5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.

6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.

7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

   a. Specify the equipment, and the quantity of each: _____

   b. Complete Section D.

2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

   a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____

   b. Provide the location of the training or exercise (physical address or latitude-longitude): _____

   c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

   - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
   - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude-longitude coordinates): _____
   - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
   - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
   - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

   d. Would any equipment or structures need to be installed to facilitate training? _____

   - If yes, complete Section D.

3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures. If so, Complete Section D.**

4. ☐ **Generator installation.**

a. Provide capacity of the generator (kW): _____

b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____

c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____

d. Complete Section D.

5. ☐ **New construction/addition.**

a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____

b. Provide technical drawings or site plans of the proposed project: ☐ Attached

c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____

b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____

d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____

- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____

e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires

- If guy wires are required, state the number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____

f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____

g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____

h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture, water body, marsh): _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

- Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to the nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

- If yes, describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

- If yes, provide Registration #: _____

- If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

- If yes, describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

- If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ **Project Installation**

a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" diameter x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development): _____

c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site: _____

2. ☐ **Age of structure/building at project site**

a. Provide the year the existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built: _____

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s): _____

b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map: _____

c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: http://nrhp.focus.nps.gov/. ☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number: _____

3. ☐ **Site photographs, maps and drawings**

a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color ground-level photographs of the project site: ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
- Labeled, color aerial photographs of the project site: ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/ structure is more than 45 years old): ☐ Attached

b. Are there technical drawings or site plans available? ☐ Yes ☐ No

- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No

- If yes, attach documentation with this form: ☐ Attached

c. Was a NEPA document prepared for this project? ☐ Yes ☐ No

- If yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions.

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)[1] or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photograph. There are multiple online sources for aerial photographs.
2. For the aerial photograph, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photograph editing software, such as Paint, or PhotoShop[1]. Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Appendix A. Supporting Photographs for EHP Grant Submissions

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.



Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint[1], this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

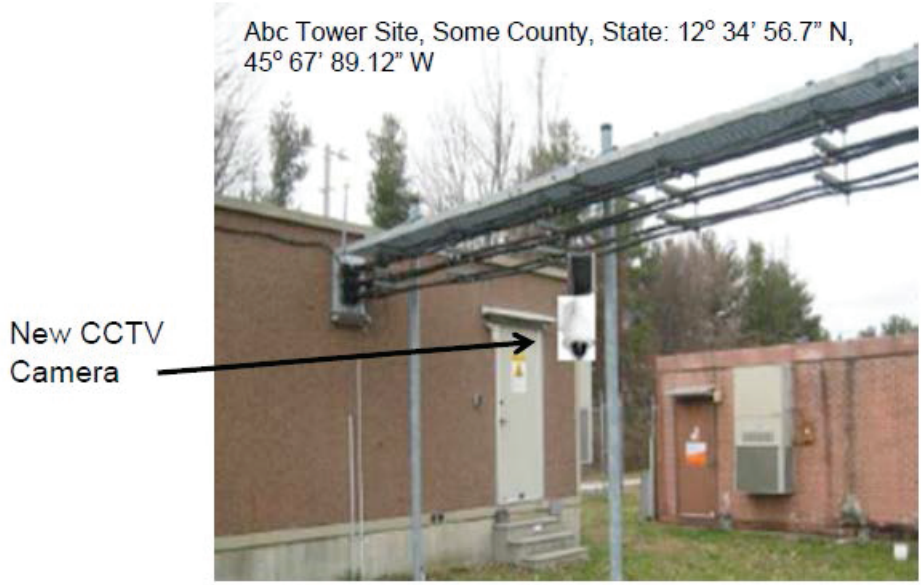

Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.



Figure 4. Ground-level photograph showing proposed ground disturbance area.

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Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.

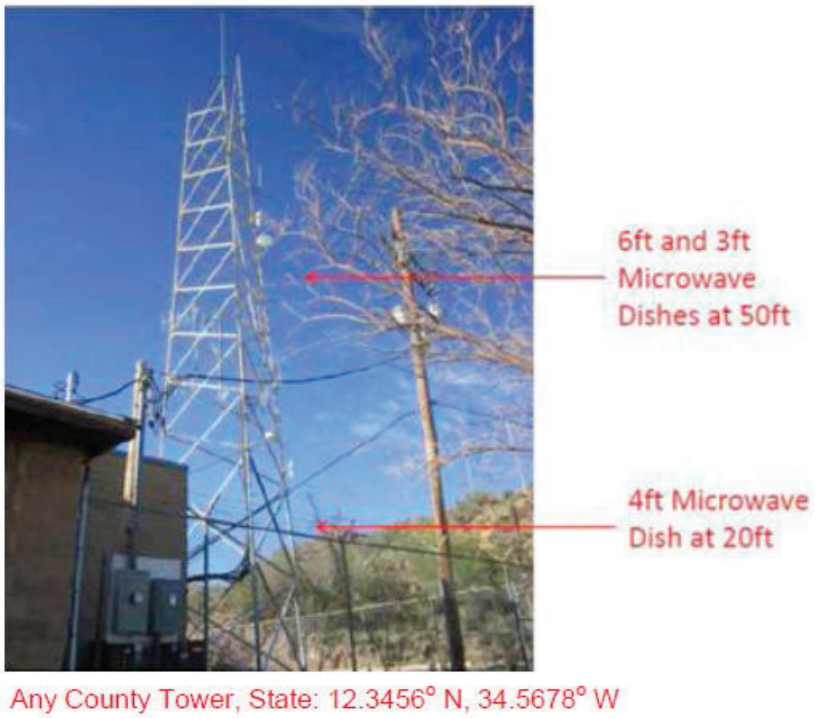

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

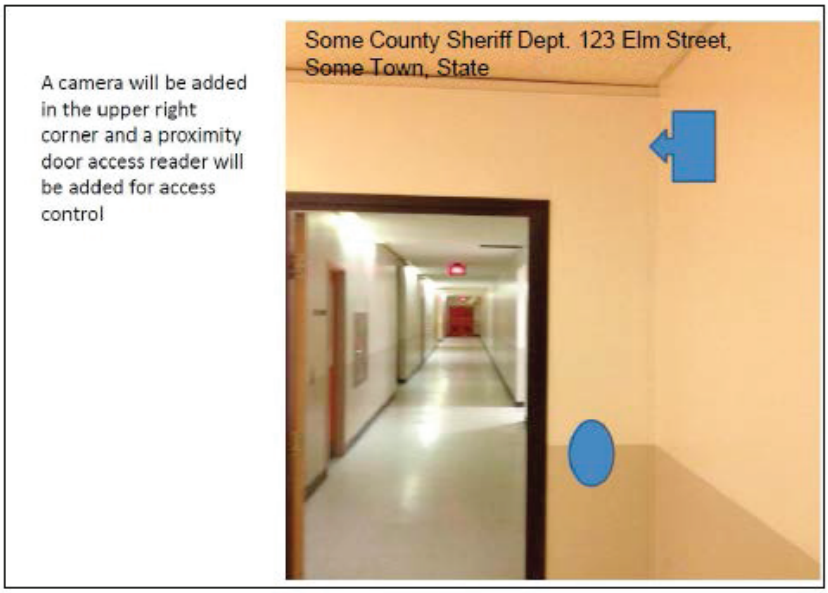

Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

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California Governor's Office of Emergency Services

WATERCRAFT REQUEST

Subgrantee Name: _____

Homeland Security Grant Program FY_____ Grant Number_____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number_____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of equipment for this request (choose only one of the following).

Watercraft _____ Watercraft- Related Equipment _____

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL number

3. Please justify the need for the watercraft and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

4. Please describe the active, operating waterway patrol unit and certify on signed letterhead that no expenses will be charged against the grant award for the operation of such unit.

5. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested watercraft addresses, and the waterway identified as critical asset requiring state and/or local prevention and response capabilities.

6. Please explain how the requested watercraft fits into the State/Urban Area's integrated operational plans and vulnerability assessment.

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California Governor's Office of Emergency Services

WATERCRAFT REQUEST

7. Please describe how this watercraft will be used operationally and which response assets will be deployed using the requested watercraft.

8. Please describe how this watercraft will be utilized on a regular, non-emergency basis.

9. Please describe what types of terrorism incident response and prevention equipment with which the requested watercraft will be outfitted. Include any specialized navigational, communications, safety, and operational equipment necessary to enable such watercraft to support the homeland security mission. Please certify on signed letterhead that licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by: _____ _____ Date: _____

(Name) (Signature)

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

REQUEST FOR AVIATION OR AVIATION-RELATED EQUIPMENT

Subgrantee Name: _____

Homeland Security Grant Program FY_____Grant Number____Cal OES ID#_____

Urban Area Security Initiative (UASI) FY_____Grant Number____Cal OES ID#_____

Other Program FY_____Grant Number_____Cal OES ID#_____

Project Amount: UASI $_____ SHSP $_____

1. Indicate the type of aircraft/aviation equipment for this request (choose only one of the following).

Aircraft ☐	Aviation-Related Equipment ☐

2. Please provide a description of the area that will be served by the requested equipment.

Equipment & Description	Cost	AEL#

3. Please justify the need for the aircraft/aviation equipment, and how the requested platform best meets that need as compared to other options. Include the cost, discipline, and funding source.

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

4. Please identify the applicable goals and objectives in your State/Urban Area Homeland Security Strategy that the requested aircraft/aviation equipment addresses.

5. Please explain how the requested aircraft/aviation equipment fits into the State/Urban Area's integrated operational plans.

6. Please explain what types of terrorism incident response and prevention equipment with which the requested aircraft/aviation equipment will be outfitted.

7. Please describe how this aircraft/aviation equipment will be used operationally and which response assets will be deployed using the requested aircraft/aviation equipment.

8. Please describe how this aircraft/aviation equipment will be utilized on a regular, non-emergency basis.

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

9. Please certify on signed letterhead that an existing aviation unit is operating and will continue to operate independent of the requested funding. Describe the active, operating aviation unit and certify that no expenses will be charged against the grant award for the operation of such aviation unit. Please certify licensing, registration fees, insurance, and all ongoing operational expenses are the responsibility of the grantee or the local units of government and are not allowable under this grant.

10. Attach letters of endorsement, if applicable.

Submitted by:_____ _____Date: _____
(Name) (Signature)

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

EXHIBIT F

Docusign Envelope ID: 0EBA3EAF-96CD-4D74-B97F-766DE1471AD4

Mayor's Office of Public Safety
City of Los Angeles
Subrecipient Grants Management Assessment

Risk Scoring	
1	Very Low
2	Low
3	Medium
4	High
5	Very High

Information						
Date of Risk Assessment						Mayor's Office Use Only
Grant Name and Grant Year						
Subrecipient Name						
Type of Non-Federal Entity (Local,JPA,Non-Profit)						
Grant Administration	Yes	In Progress	No	N/A	Comments	Scoring
1. Prior to receiving a subaward from the City of Los Angeles, did the organization receive a Federal grant (direct or indirectly) within the past 3 years? If yes, please indicate the total number of Federal awards in the Comments section.	X				We have received 3 prior UASI grants in the past 3 years.	
2. Does the organization have written policies and procedures in place in accordance with 2 CFR Part 200, that include procedures for procurement, travel, and contractual services and records retention?	X					
3. Does the organization have a method in place to track projects performed under Federal awards?	X					
4. Does the organization have a method in place to track revenues and expenditures separately and distinctly from other sources of revenues and expenditures?	X					
5. Does the organization have a method in place to track costs incurred against the approved grant budget?	X					
Personnel	Yes	In Progress	No	N/A	Comments	Scoring
6. Are the individuals with primary responsibility for fiscal and administrative oversight of the grant familiar with the applicable grants management rules, principles, and regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)?	X					
7. Does the organization have a structure in place whereby the preparer of documents is diffferent than the approver?	X					
8. Are timesheets used to track the time staff spend on specific grants?	X					
Audits	Yes	In Progress	No	N/A	Comments	Scoring
9. Did the organization receive more than $750,000 in Federal awards in the past fiscal year? If No, skip to Question 13.			X			
10. Was a single audit completed per OMB Ciruclar A-133? If No, skip to Question 13.						
11. Did the single audit result in 'No Findings?' if Yes, skip to Question 13.						
12. If findings were identified, have the findings been resolved?						
Monitoring	Yes	In Progress	No	N/A	Comments	Scoring
13. Does the organization have documented policies and procedures in place related to fraud investiagations and reporting?	X					
14. Does the organization have equipment monitoring policies in place, including the tracking and safeguarding of equipment?	X					
15. Does the organization inventory grant-funded equipment at least every two years?	X					
					Final Score	

Davit Ghazaryan / Management Analyst — Signed by: Davit Ghazaryan 602E50A065734AC... — 9/18/2025

Name/Title of Preparer | Signature | Date

Name/Title of Mayor's Office Reviewer #1 | Signature | Date

Name/Title of Mayor's Office Reviewer #2 | Signature | Date

Quote - SQ-104939

Black Box Safety, Inc.

1950 Cordell Ct, Suite 103
El Cajon, CA 92020-0923
(619) 499-7943

Bill to Address
City of South Pasadena
Davit Ghazaryan
1422 Mission St
South Pasadena, CA 91030
US

Ship to Address
City of South Pasadena
Davit Ghazaryan
1422 Mission St
South Pasadena, CA 91030
US

Document Date 09/17/2026
Valid to 11/30/2026
Payment Terms Net 30

Shipment Method FOB Destination

Quoted on Sourcewell Contract #091924-BBS

Item No.	Description	Qty	Unit Price	Discount	Net Price	Amount
HLMBOAFM00-CHP-S	Point Blank Full Cut MICH Helmet w/ dial liner Size Small Color:	2	$844.00	50%	$422.00	$844.00
HLMBOAFM00-CHP-M	Point Blank Full Cut MICH Helmet w/ dial liner Size MEDIUM Color:	14	$844.00	50%	$422.00	$5,908.00
HLMBOAFM00-CHP-L	Point Blank Full Cut MICH Helmet w/ dial liner Size LARGE Color:	30	$844.00	50%	$422.00	$12,660.00
DK6-H.150S	Paulson DK6-H.150S Universal Faceshield. 4mm thickness	46	$278.00	50%	$139.00	$6,394.00

Subtotal	Tax %	Tax Basis	Tax Amount	Total
$25,806.00	10.50%	$25,806.00	$2,709.63	$28,515.63

Your Cart

Back to Shopping

	ITEMS	UNIT PRICE	QTY	TOTAL PRICE
	**Paulson Replacement Face Shield** Item#: TE082 | Mfg#: 5004054 In Stock • Est. to arrive Oct 8 - 9 Add To List Edit Options Remove	$122.99	46	$5,657.54
	**Paraclete MICH Full Cut NIJ 0106.01 Level IIIA Ballistic Helmet** Item#: TE1192 | Mfg#: HLMBOAFM00 BLK LG Color: BLACK Size: L Please note: Proof of occupation and/or other documentation may be required for purchase. Click here for details. Add To List Edit Options Remove	$844.99	46	$38,869.54

Back To Shopping Update Cart Checkout

Pricing

Subtotal: $44,527.08 (92)

Checkout

Update Cart

Coupon Or Promo Code

enter code Apply

Enter the promotional code above. Limit one promotional code per order. All discounts are based on order value before shipping charges and sales tax. Learn More

Complete Your Order





r exp ce. Privacy Accept

Your Cart

BACK TO SHOPPING

	ITEMS	UNIT PRICE	QTY	TOTAL PRICE
	**Paraclete MICH Full Cut NIJ 0106.01 Level IIIA Ballistic Helmet** Item#: TE1192 | Mfg#: HLMBOAFM00 BLK LG Color: BLACK Size: L	$844.99	46	$38,869.54

Please note: Proof of occupation and/or other documentation may be required for purchase. Click here for details.

ADD TO LIST | EDIT ITEM | REMOVE

BACK TO SHOPPING | UPDATE CART | CHECKOUT

CHECKOUT

UPDATE CART

Pricing

Subtotal: $38,869.54 (46)

Military Discount: Get verified + get the best price on every item!

Verify with ID.me

Verification by ID.me

What is ID.me?

South Pasadena Police Department, CA, Shields

City of South Pasadena Police Department, CA
1414 Mission Street
South Pasadena, California 91030
United States

Reference: 20261014-160445642

Contract Name:
Contract Number:

Davit Ghazaryan
dghazaryan@southpasadenaca.gov
6264037273

Quote created: October 14, 2026
Quote expires: January 20, 2027
Quote created by: Justin Shoffner
Sales Development Rep
justin@rtstactical.com
+12089961989

Comments from Justin Shoffner

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
RTS Tactical LEGION Ballistic Shield NIJ 0101.07 RF1 - 20" X 30" NIJ 07 RF1 20x30 Black	RTS-5401010003	4	$6,999.99	$27,999.96
RTS TACTICAL LEVEL III+ RIFLE SPECIAL THREATS MINI SHIELD - MEDIUM - 14" X 24" LEVEL III+ 14" X 24" - MEDIUM Black	RTS-57620-11	8	$799.99	$6,399.92
RTS TACTICAL MINI SHIELD CARRIER SYSTEM - BLACK - MEDIUM N/A MEDIUM Black	RTS-57520	8	$292.47	$2,339.76

Item & Description	SKU	Quantity	Unit Price	Total
RTS TACTICAL LEVEL III+ RIFLE SPECIAL THREATS MINI SHIELD - SMALL - 12" X 18" LEVEL III+ 12" X 18" - SMALL Black	RTS-57610-11	1	$500.04	$500.04
Shipping		1	$0.00	$0.00

One-time subtotal	$37,239.68
LE 15	-$5,585.95 15% discount
CA Tax	$3,323.64 10.5%
Total	**$34,977.37**

Signature

Signature

Date

Printed name

Questions? Contact me



Justin Shoffner
Sales Development Rep
justin@rtstactical.com
+12089961989

RTS Tactical
4045 Sheridan Ave
Ste 118
Miami Beach, FL 33147
United States

Armor Research Company
5550 Painted Mirage Rd Ste 320 Mailbox B287
Las Vegas, NV 89149-4584 US
+14242526760
Sales@ArmorResearchCo.com

Estimate 2301

ADDRESS
Davit Ghazaryan
South Pasadena Police Department
1422 Mission St
South Pasadena, Ca 91030

SHIP TO
Davit Ghazaryan
South Pasadena Police Department
1422 Mission St
South Pasadena, Ca 91030

DATE	TOTAL
03/04/2026	**USD 51,838.47**

REP*
Jim Nunley

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	* ARC SHIELD *- ARC21 KIT - Rifle Rated - Black	ARC Black Compact Response Shield - NIJ Rifle Level III - Includes: (1) UHMWPE Level III Shield Panel 20.5"x16.5", (1) Black 1000D Cordura Load Bearing Shield Cover with Integrated Handle, Forearm Strap and High Density Forearm Pad, (1) 4x11" Velcro ID Patch. Manufactured by Armor Research Company	12	2,938.00	35,256.00
	* ARC SHIELD ACCESSORY *- WEAPONS BRACKET KIT	Left and right Kydex bracket set, 11 sets of hardware, Velcro strips (provided) and packaging. Manufactured by Armor Research Company	12	105.00	1,260.00
	* ARC SHIELD ACCESSORY *- SLING - Black	Single Adjustable Shield Sling, Textured Dual Pull Tabs, Tension Release Lanyard, and Emergency Release Buckle. 1" and 1.5" Buckles and Nylon Webbing - Black. Manufactured by Armor Research Company	12	105.00	1,260.00
	* ARC SHIELD OTHER *- CUSTOMER SHIPPING - Domestic U.S (NOT including Alaska or Hawaii)	Product Shipping	12	0.00	0.00

Estimate pricing is valid for 90 days.

Estimate includes Sales Tax. Tax exempt agencies must submit their Sales Tax Certificate of Exemption in order to remove Sales Tax from this quote.

Armor products are made to order and are non-refundable.

Terms: Payment is due on proof of shipping.

Delivery: 90 days ARO.

FOB - Torrance, CA or Las Vegas, NV

ALL CREDIT CARD PAYMENTS WILL REQUIRE A 3.6% CREDIT CARD PROCESSING FEE

PAYMENT REMITTANCE ADDRESS:
Third Coast Commercial Capital, Inc.
FBO: Armor Research Company
P.O. Box 649847
Dallas, TX 75264-9847

SUBTOTAL	37,776.00
TAX	3,966.48
TOTAL	USD 41,742.48

THANK YOU.

Accepted By

Accepted Date

ne.com/cart

SAVE 5% OFF w/ Code [5SAFE] - HURRY ENDS OCTOBER 21 MIDNIGHT!!!

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BODY ARMOR PLATES & INSERTS HEADGEAR CLOTHING BACKPACKS OTHER GEAR BRANDS

(408) 909-4938

SHOPPING CART

PRODUCT		PRICE	QUANTITY	TOTAL
	Chase Tactical Bellfire MTS Level III Ballistic Shield *Chase Tactical* 24"X36"	$6,933.99	- 4 + Remove	$27,735.96
	Guardian Gear Level IIIA UHMWPE Ballistic Shield *Guardian Gear*	$939.99	- 8 + Remove	$7,519.92

Special instructions for seller

Subtotal

$35,255.88

Shipping & taxes calculated at checkout

CHECK OUT

shop PayPal G Pay

CODE 3 TECHNOLOGY

PROPOSAL

Date: 10/23/2026
QUOTE: 26-628

Davit Ghazaryan
South Pasadena Police Dept.
1422 Mission Street
South Pasadena, CA 91030
626-403-7273

Customer ID: SPPDCA001

Thanks for your business!
Quote Expires **11/20/2026***

Salesperson	Project	Payment Terms	Contract#
Jim Boubelik	Panasonic FZ-56	Net 30	

Part#	Description	Qty	Unit Price	Ext Price
FZ-56BZ016BM	Panasonic **Semi Rugged** FZ-56 Win11 Pro, Intel **Ultra 7 265H vPro** (up to 5.3GHz), AMT, **14.0IN Screen** WUXGA 1000 nit Gloved Multi Touch, **32GB(16+16)**, Intel Arc, **512GB OPAL SSD**, Intel Wi-Fi 7, Bluetooth, **5G EM9291 (Sub6+C)**, GPS, COM Splitter, Dual Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, **3 Year Limited Warranty**	12	$3664	$43,968
FZ-40LZ00HBM	Panasonic Fully Rugged FZ-40 Win11 Pro, Intel **Ultra 7 265H vPro** (up to 5.3GHz), AMT, **14.0IN Screen** FHD Gloved Multi Touch, **32GB(16+16)**, Intel Arc, **512GB OPAL SSD**, Intel Wi-Fi 7, Bluetooth, **5G EM9291 (Sub6+C)**, GPS, COM Splitter, Quad Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, **3 Year Bumper to Bumper Warranty**	-	$4458	**Optional**
GJ-56LVDL2	Gamber Johnson Toughbook 56 Laptop - Lite Port Replication - Dual RF - USB-C 3.2 (2), USB-C 2.0 (1), USB-A 3.2 (1), RJ45 Ethernet (1) Dual SMA RF, **for Panasonic FZ-56**	12	$758	$9096
CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for Dock	12	$138	$1656

Subtotal	$54,720.00
Sales Tax	$6019.20
Recycle	$48.00
Shipping	$0.00
Total	**$60,787.20**



*We offer professional installation, financing and leasing, and a device buyback program, just ask!

*CCs add 2.99%. Purchasing Contracts we have (GSA, OMNIA, NCPA, Sourcewell, PEPPM, SLP, DIR)

ESTIMATE

My Local L.L.C.
577 Riverfront Pkwy
Chattanooga, TN 37402-1609

sales@yourlocal.tech
+1 (423) 243-4162
www.yourlocal.tech

YOURLOCAL.TECH

Bill to
Davit Ghazaryan
City of South Pasadena - PD
1422 Mission St
South Pasadena, CA 91030 USA

Ship to
Davit Ghazaryan
City of South Pasadena - PD
1422 Mission St
South Pasadena, CA 91030 USA

Estimate details
Estimate no.: 1237
Estimate date: 08/18/2026
Expiration date: 11/30/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	Durabook R11 - i5 16GB RAM w/ iKEY backlit Keyboard	R1G1P21AAAXXA	Durabook R11, 11.6" FHD (1920 x1080) Touchscreen Display, Intel® Core™ i5-1235U vPro Processor 1.3 GHz up to 4.4 GHz, Windows 11 Professional with 16GB RAM, 256GB PCIe SSD,Wi-Fi 6E + Bluetooth v5.3, Docking port, 2MP Front Camera, IP66, 3-Year Durabook Accidental Damage Warranty Coverage *(without Rear Camera). Includes iKEY Detachable	12	$2,745.00	$32,940.00
	Subtotal		Subtotal			$32,940.00
2.	Durabook S14 -NT Config	S4K1Q2AAABCX	Durabook S14, 14" FHD (1920 x1080) Standard Display, Intel® Core™ Ultra 5 125U (12MB Cache, up to 4.3 GHz, 12 cores, 14 threads with Intel® AI Boost NPU), Windows 11 Professional with 16GB RAM, 256GB PCIE SSD, Wi-Fi 7 + Bluetooth v5.4, 2MP Front Camera, 2x RJ45, RS232, 2x Thunderbolt 4, HDMI 2.1, Smart Card, TPM, Backlit Keyboard, with Docking Connector, IP53, 4ft Drop, 3-Year Durabook Standard Limited Warranty Coverage	12	$2,355.00	$28,260.00

Total $61,200.00

Expiry date 11/30/2026

Accepted date Accepted by

CDS Office Technologies
400 Eisenhower Lane North
Lombard, Illinois 60148
United States
(P) 630-625-4519
(F) 630-305-9876

Quotation (Open)

Date
Sep 02, 2026 04:26 PM CDT

Modified Date
Sep 11, 2026 03:25 PM CDT

Quote #
514109 - rev 1 of 1

Description
13 x CF-33YAAAMBM for grant - est. post Oct. 1 price change

SalesRep
Gottlieb, Mark
(P) 630-625-4519
(F) 630-305-9876

Customer Contact
Ghazaryan, Davit
(P) 626-403-7273
dghazaryan@southpasadenaca.gov

Customer
South Pasadena Police Department (SP10364)
Ghazaryan, Davit
1422 Mission Street
South Pasadena, CA 91030
United States
(P) 626-403-7270

Bill To
South Pasadena Police Department
Accounts, Payable
1422 Mission Street
South Pasadena, CA 91030
United States
(P) 626-403-7270

Ship To
South Pasadena Police Department
Ghazaryan, Davit
1422 Mission Street
South Pasadena, CA 91030
United States
(P) 626-403-7270
dghazaryan@southpasadenaca.gov

Customer PO:	**Terms:** Undefined	**Ship Via:** UPS Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Qty	Unit Price	Total
	Panasonic Toughbook CF-33 - Fully Rugged Tablet Only				
1	Panasonic Toughbook 33 (i5, 5G, GPS) Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 5G EM9190 (sub6+C), GPS, COM Splitter, Dual Pass (Ch1:WWAN/Ch2:GPS) Note: - Mic and Infrared 2MP Webcam, 8MP Rear Camera, Long Life Batteries (2), TPM 2.0, Bump Out	CF-33YAAAMBM	12	$4,315.00	$51,780.00
2	Panasonic Extended Warranty Extended service agreement - parts and labor - 2 years (4th/5th year) - for Toughpad	FZ-SVCTPEXT2Y	12	$268.00	$3,216.00
	Accessories				
3	Premium Emissive Keyboard for CF-33 - *only compatible with Mk3/4 tablets* 3x Brighter Emissive Red Backlit - Handle Kickstand - Display can be opened to any angle - Compatible with Tablet, CF-33 Laptop Vehicle Dock & CF-33 Desktop Dock - Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB)	CF-VEK335LMP	12	$575.00	$6,900.00
	Security Software				
4	5 Years of Panasonic Smart Compliance solution for endpoints - Subscription license to provide continuous monitoring of endpoint devices, including TOUGHBOOKS and non-Panasonic desktops and laptops Support included; One license per device; License can be transferred to a different endpoint.	SVC-SCLECME5Y	12	$139.00	$1,668.00

Subtotal:	**$63,564.00**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$63,564.00**

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Additional tariffs, taxes, or fees may apply and are not included in the quoted price. Please contact your sales representative if you have any questions.

City Council Agenda Report

ITEM NO. 11

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Roger Sung, Human Resources Director

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION 8042 TO UPDATE THE DEPUTY CITY CLERK JOB DESCRIPTION, SALARY RANGE, EXEMPT STATUS, AND BARGAINING UNIT REPRESENTATION**

Recommendation

It is recommended that the City Council adopt Resolution No. 8042 approving the revised Deputy City Clerk classification specification, changing its designation from Fair Labor Standards Act (FLSA) non-exempt to exempt, removing the classification from the Public Service Employees Association (PSEA) bargaining unit, and placing the classification within the City's unrepresented management group, including approval of the associated salary range.

Executive Summary

The City recently conducted a review of the Deputy City Clerk classification following the vacancy of the position after an internal staff promotion. The review resulted in recommendations to update the classification specification, change its Fair Labor Standards Act (FLSA) designation from non-exempt to exempt, adjust the salary range to reflect market competitiveness, and remove the classification from the Public Service Employees Association (PSEA) bargaining unit for placement within the City's unrepresented management group.

As part of the meet-and-confer process, the City provided PSEA with a written justification on October 16, 2026, and met with Union representatives on October 19, 2026, to discuss the proposed changes and address questions. On October 20, 2026, PSEA communicated its concurrence with the revised classification specification, FLSA exempt designation, and modification to bargaining unit representation.

With the meet-and-confer process completed and PSEA's concurrence obtained, City Council approval is now requested to formally authorize the proposed classification changes, revised salary range, and placement within the unrepresented management group. Approval of the accompanying resolution will allow the City to implement the changes and proceed with recruitment under the updated classification structure.

Background

The existing Deputy City Clerk classification specification was developed more than twenty years ago and required relevant updates to adequately capture the full scope, complexity, and accountability of the position. While the classification has historically been represented by PSEA and designated as FLSA non-exempt, the City's review identified responsibilities more

consistent with a management-level classification. Additionally, a compensation study was conducted to determine if the Deputy City Clerk position was competitive to neighboring agencies and assist with recruitment efforts given the broader scope of responsibility that requires more discretion, independence, and authority in enhancing the existing programs.

The recent vacancy of the position due to an internal promotion provided an appropriate opportunity to evaluate and revise the job specification before proceeding with recruitment. Updating the classification at this time ensures that prospective candidates have a clear understanding of the position's expectations, minimum qualifications, level of authority, and organizational responsibilities.

Analysis
The City Clerk's Office is responsible for a broad range of statutory, administrative, and legislative functions that are essential to the City's daily operations and adherence to applicable laws and regulations. These responsibilities include City Council agenda administration, maintenance of official City records, coordination of municipal elections, administration of public records requests, records retention, and other legally mandated functions.

The City Clerk’s Office operates with a limited staffing structure consisting of the Chief City Clerk and Deputy City Clerk. As a result, the Deputy City Clerk plays a significant role in the administration, coordination, and management of departmental functions and is expected to maintain operational continuity in the absence of the Chief City Clerk.

Human Resources, in collaboration with the City Clerk’s Office, reviewed the Deputy City Clerk classification to evaluate its duties, qualifications, compensation, FLSA designation, and bargaining unit representation. The following summarizes the review process and methodology used to develop the proposed recommendations.

Process and Methodology
The review included an assessment of the existing classification specification, current and anticipated responsibilities, organizational structure, minimum qualifications, FLSA requirements, and compensation practices among neighboring municipalities.

Particular attention was given to the level of independent judgment, decision-making authority, responsibility for managing assigned programs, and the degree of accountability associated with the position.

Human Resources also conducted a compensation comparison involving neighboring municipalities in the San Gabriel Valley and surrounding areas, including Arcadia, Alhambra, Glendale, Pasadena, Temple City, San Marino, Monterey Park, San Gabriel, and Monrovia. The review considered comparable classifications, assigned responsibilities, minimum qualifications, reporting relationships, and salary ranges, recognizing that classification titles and organizational structures may differ among agencies.

In addition, the City evaluated the classification under the applicable FLSA administrative exemption criteria and considered whether the position's responsibilities and community of interest remained appropriately aligned with the PSEA bargaining unit.

<u>Meet-and-Confer Process</u>

Recognizing that the proposed modifications involved changes to an existing represented classification, the City engaged PSEA in the meet-and-confer process.

On October 16, 2026, the City provided PSEA with a detailed justification memorandum outlining the basis for the proposed revisions, including the expanded duties and responsibilities, FLSA exempt designation, and proposed modification to bargaining unit representation.

On October 19, 2026, representatives from the City and PSEA met to review the justification memorandum and discuss the City's recommendations. During the meeting, the City explained the operational and organizational considerations supporting the proposed changes and responded to questions raised by PSEA.

At the conclusion of the meeting, PSEA indicated that it would further discuss the proposals internally before communicating its position.

On October 20, 2026, PSEA communicated its concurrence with all three proposed changes:

1. Approval of the revised Deputy City Clerk job specification.
2. Modification of the classification's FLSA designation from non-exempt to exempt.
3. Removal of the classification from the PSEA bargaining unit and placement within the City's unrepresented management group.

The Parties' understanding is to be memorialized through a Memorandum of Agreement documenting the outcome of the discussions and the agreed-upon modifications, subject to applicable approval and implementation requirements.

Findings and Evaluation

Based on the classification review, Human Resources identified several findings supporting the proposed modifications.

1. Revised Job Specification and Expanded Management Responsibilities

The revised classification specification more accurately defines the level of responsibility, independence, and accountability required of the Deputy City Clerk.

The position is responsible for administering and managing assigned components of the City Clerk's operations, including legislative processes, public records requests, municipal elections, records management, and other statutory functions.

In addition to performing technical and administrative work, the Deputy City Clerk is expected to independently evaluate complex issues, interpret and implement applicable policies and procedures, establish operational priorities, recommend process improvements, and resolve matters requiring professional judgment. The classification also provides administrative guidance to other City departments and assumes the responsibilities of the Chief City Clerk during their absence. These responsibilities extend beyond routine clerical or technical functions and reflect a higher level of program management, independent judgment, and organizational accountability. The revised minimum qualifications also establish more appropriate educational and professional experience requirements consistent with the complexity of the position.

2. FLSA Exempt Designation

Human Resources conducted a separate evaluation of the Deputy City Clerk classification under the FLSA administrative exemption criteria established in 29 Code of Federal Regulations (C.F.R.) § 541.200.

To qualify for the administrative exemption, a position must satisfy three primary requirements: (1) compensation on a salary basis at or above the applicable minimum threshold; (2) primary duties consisting of office or non-manual work directly related to management or general business operations; and (3) the exercise of discretion and independent judgment concerning matters of significance.

Salary Requirement: The proposed minimum monthly salary of $8,968 exceeds the applicable federal salary threshold for the administrative exemption. The position will be compensated on a salary basis consistent with FLSA requirements.

Nature of the Work: The Deputy City Clerk's primary responsibilities involve the administration of governmental, legislative, regulatory, and departmental functions. These include Public Records Act administration, municipal elections, City Council and commission processes, official records management, statutory filings and notices, and oversight of departmental procedures. These functions are directly related to the City's general governmental operations and extend beyond routine clerical or technical duties.

Discretion and Independent Judgment: The classification requires the independent evaluation of complex administrative and regulatory matters, interpretation and implementation of policies and procedures, establishment of operational priorities, coordination with City departments, and identification and resolution of compliance concerns. The position operates under general supervision and is expected to recommend or determine appropriate courses of action within its delegated authority.

Based on the evaluation, Human Resources determined that the revised Deputy City Clerk classification aligns with the requirements of the FLSA administrative exemption. This determination is based on the position's primary duties and expected exercise of independent judgment, rather than its title, salary level, or attendance at City Council meetings alone. Accordingly, staff recommends changing the classification's FLSA designation from non-exempt to exempt, consistent with the actual duties and responsibilities assigned to the position.

3. Bargaining Unit Representation and Community of Interest

Human Resources also evaluated the Deputy City Clerk's bargaining unit placement under the City's Employer-Employee Relations Resolution No. 7597 and the community-of-interest principles applicable under the Meyers-Milias-Brown Act (MMBA).

Resolution No. 7597 defines a Management Employee as an employee responsible for formulating, administering, or managing the implementation of City policies and programs. Additionally, Section 10 establishes criteria for determining appropriate bargaining units, including the similarity of duties, qualifications, working conditions, organizational structure, community of interest, and managerial or supervisory responsibilities.

This evaluation considered the classification's responsibilities, level of independent authority, management accountability, reporting relationship, and participation in departmental administration and decision-making. The Deputy City Clerk exercises substantial discretion in

managing assigned programs, provides guidance on administrative and regulatory matters, and assumes responsibility for City Clerk operations in the absence of the Chief City Clerk. Given these responsibilities, the City determined that the position's community of interest is more closely aligned with the City's unrepresented management classifications.

PSEA reviewed the City's justification and concurred with the proposed removal of the Deputy City Clerk classification from its bargaining unit and placement within the unrepresented management group.

This modification would provide a more appropriate alignment between the classification's responsibilities, organizational role, and employment structure.

4. Compensation Review and Market Competitiveness

Human Resources also evaluated the Deputy City Clerk's compensation relative to comparable positions in neighboring municipalities. The review considered the varying levels of responsibility, education, experience, organizational structure, and management expectations associated with comparable positions. Additionally, the City's evaluation identified a need to realign the compensation of the Deputy City Clerk classification to reflect the expanded management responsibilities, increased qualifications, and competitive labor market. Based on the review, the City's current salary range was approximately 33% below the surveyed market benchmarks at the minimum, median, and maximum salary levels. Based on these findings, Human Resources recommends establishing a revised monthly salary range of $8,968 to $12,018, equivalent to $107,616 to $144,216 annually. The proposed range places the classification within the City's targeted competitive corridor of 95% to 105% of the surveyed market benchmarks.

This proposed salary structure is intended to provide appropriate compensation for the position's responsibilities while supporting the City's ability to attract and retain qualified candidates with the necessary municipal government experience and professional expertise.

Basis for Recommendation

The proposed revisions are recommended to ensure that the Deputy City Clerk classification accurately reflects the position's current responsibilities and supports the effective administration of the City Clerk's Office. Updating the classification specification will provide greater clarity regarding the position's duties, authority, accountability, and professional expectations. It will also establish an appropriate foundation for recruitment, employee performance evaluation, and long-term organizational planning.

The recommended FLSA designation reflects the position's increased administrative responsibilities and the level of independent judgment expected in managing assigned programs and statutory functions. Similarly, the proposed change in bargaining unit representation recognizes the classification's management responsibilities and community of interest with other unrepresented management positions.

Importantly, the City engaged PSEA throughout the process, provided a detailed written justification, addressed questions and concerns, and obtained the Union's concurrence with the proposed modifications. The proposed changes represent a reasonable and necessary modernization of the classification rather than the establishment of a new position. They are intended to align the Deputy City Clerk classification with operational expectations, support organizational continuity, and promote effective service delivery.

For these reasons, staff recommends that the City Council approve the proposed revisions through adoption of the accompanying resolution.

Fiscal Impact
The proposed action involves an existing authorized position within the City Clerk's Office and will not increase the City's authorized full-time equivalent (FTE) position count.

The proposed salary range for the Deputy City Clerk classification is $8,968 to $12,018 per month, or $107,616 to $144,216 annually. The Deputy City Clerk position was budgeted at $92,062 for the current fiscal year. The estimated salary savings resulting from the position becoming vacant on September 20, 2026, are approximately $26,211. These savings will offset the additional costs associated with increasing the position's salary range, resulting in a cost-neutral impact for FY 2026–27. Therefore, Budget and Finance will consider the salary increase when preparing the FY 2027-28 Budget.

Attachment:
Attachment No 1: Reso No. 8042 - Amendments to Deputy City Clerk
Attachment No 2: Revised Deputy City Clerk Job Specification
Attachment No 3: Memorandum of Agreement - Deputy City Clerk
Attachment No 4: Reso. 7597 Employer-Employee Relations

Attachment No. 1

RESOLUTION NO. 8042

CONSIDERATION TO UPDATE THE DEPUTY CITY CLERK JOB DESCRIPTION, SALARY RANGE, EXEMPT STATUS, AND BARGAINING UNIT REPRESENTATION

WHEREAS, The City maintains a classification and compensation plan to ensure equitable, transparent, and market-based personnel administration; and

WHEREAS, Following the vacancy of the Deputy City Clerk position, the City reviewed the classification specification, assigned responsibilities, minimum qualifications, compensation, Fair Labor Standards Act (FLSA) designation, and bargaining unit representation; and

WHEREAS, The City determined that revisions to the Deputy City Clerk classification are appropriate to reflect relevant and up to date essential functions that have not been updated for more than 20 years; and

WHEREAS, The City evaluated the classification under the FLSA administrative exemption criteria and determined that the revised duties and responsibilities support designation of the classification from non-exempt to exempt; and

WHEREAS, The City conducted a compensation study of comparable municipal classifications and recommends modifying the salary range for the Deputy City Clerk classification to remain market competitive; and

WHEREAS, The City evaluated the community of interest and management responsibilities and recommends removal from the Public Service Employees Association (PSEA) bargaining unit and placement within the City's unrepresented management group; and

WHEREAS, The City received PSEA concurrence on October 20, 2026, with the revised classification specification, FLSA exempt designation, and removal of the classification from the PSEA bargaining unit; and

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

SECTION 1. The revised Deputy City Clerk classification specification and salary range, as set forth in Exhibit A, is hereby adopted.

SECTION 2. The Deputy City Clerk classification is hereby designated exempt under the Fair Labor Standards Act, consistent with its assigned duties and responsibilities and applicable law.

SECTION 3. The Deputy City Clerk classification is hereby removed from the Public Service Employees Association (PSEA) and placed within the City's unrepresented management group.

SECTION 4. The City Manager, Assistant City Manager, Human Resources, and their respective designees are authorized to take all necessary administrative actions to implement the staffing changes approved by this Resolution.

SECTION 5. This Resolution will take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 18th day of November 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 8042 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th of November 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nikima S. Newsome, Chief City Clerk

City of
SOUTH PASADENA

TITLE: **DEPUTY CITY CLERK**

PURPOSE: Under general direction of the Chief City Clerk, the Deputy City Clerk serves as a key member of the City Clerk's leadership team and performs complex, confidential, analytical, administrative, legislative, records management, elections and public-facing work. This position exercises a high degree of independent judgement, critical thinking, initiative, discretion, and accountability and manages programs and projects that require the direction and review of work of staff. In the absence of the Chief City Clerk, the Deputy City Clerk acts in that capacity and performs related work.

DISTINGUISHING CHARACTERISTICS:

The Deputy City Clerk is a management-level classification responsible for administering and managing the implementation of assigned City Clerk programs, policies, and statutory functions. The position exercises delegated authority and substantial independent judgment in establishing priorities, resolving operational and compliance matters, interpreting and implementing applicable laws and City policies, and developing and implementing procedures for assigned programs. The Deputy provides functional direction and review of staff work and serves as the Chief City Clerk in their absence.

This position is distinguished from the Chief City Clerk in that the Chief City Clerk has overall responsibility and accountability for the strategic direction, statutory functions, budgetary oversight, and management of the City Clerk's Office.

EXAMPLES OF DUTIES:

- Provides leadership in the day-to-day administration of the City Clerk's Office and independently manages assigned programs, projects, and priorities.
- Manages and administers assigned components of the City Council agenda process, including reviewing agenda materials for completeness and compliance, resolving procedural deficiencies, preparing and distributing agenda packets, posting legal notices, attending meetings, recording actions, and preparing and reviewing official minutes, resolutions, ordinances, and legislative records.
- Provides guidance to City departments regarding agenda preparation, meeting procedures, noticing requirements, records responsibilities, and City Clerk procedures.
- Provides solutions and written procedures to promote consistency, compliance, efficiency, and accessibility.
- Performs complex legislative research and analyzes municipal code provisions, ensuring necessary updates are submitted timely and circulated as scheduled.
- Manages and administers the City's Public Records Act (PRA) request program, including reviewing and analyzing requests, coordinating record searches with City

departments, tracking statutory deadlines, reviewing responsive records, consulting with the City Attorney's Office as needed, and ensuring timely and consistent responses in accordance with applicable laws, City policies, and procedures.

- Assists with and, as assigned, leads the administration of municipal elections and election-related activities in accordance with applicable law, including candidate services, nomination processes, ballot measures, election notices, and campaign filing requirements.
- Manages and administers the City's record-management program, including evaluating practices, establishing procedures and file plans, developing and updating retention schedules, coordinating records disposition, and implementing improvements to ensure legal compliance, consistency, accessibility, and operational efficiency.
- Identifies emerging issues, evaluates alternatives, and recommends and implements appropriate solutions within established authority.
- Responds to and resolves complex, sensitive, or escalated inquiries regarding City Clerk programs, policies, statutory requirements, and procedures.
- Administers oaths, participates in bid openings, completes verifications of residence, and in the absence of the Chief City Clerk, attends City Council meetings and takes minutes.
- Coordinates and supports the City's boards and commissions program, including recruitment and appointment processes, maintaining rosters and terms of office, tracking vacancies and appointments, coordinating required training and filings, providing procedural guidance to staff liaisons, and supporting compliance with applicable noticing, agenda, and records requirements.
- Manages the City's biennial review and amendment of its Conflict of Interest Code, including working with departments to identify designated positions and appropriate disclosure categories, coordinating required updates, and preparing related documentation for review and adoption.
- Manages and administers the City's annual Conflict of Interest Code and Form 700 filing process, exercising independent responsibility for identifying designated filers, distributing and tracking filing requirements and deadlines, reviewing filings for completeness, following up on outstanding or deficient filings, maintaining required records, and serving as a primary resource to City officials, employees, commissioners, and other designated filers regarding filing procedures and requirements.
- Coordinates claims activities with claims adjustors and other personnel.
- Maintains confidentiality and exercises discretion in handling sensitive, privileged, personnel-related, election-related, and other confidential information.
- Keeps current on legislation, regulations, technology, professional practices, and emerging issues affecting municipal clerks, records management, open meetings, public records, elections, ethics, and local government administration.
- Performs related duties as assigned.

Employment Standards

Knowledge of:

- Principles and practices of municipal government, City Clerk administration, legislative processes, and public agency governance.
- California laws and regulations including, but not limited to, Brown Act, California Public Records Act, Political Reform Act, and Municipal and Government Codes.
- Principles and practices of public records and information governance.
- Agenda and meeting management.
- Principles of supervision, leadership, project management, workflow coordination, performance accountability, training, and business process re-engineering.
- Operations of a City or related office,
- English usage, spelling, punctuation, independent composition of documents.

Ability to:

- Exercise strong critical thinking, sound judgement, initiative, discretion, and independent decision-making within a delegated authority.
- Analyze complex situations, identify facts, evaluate risks and alternatives, and provide recommendations.
- Interpret, explain, and apply laws, regulations, policies, procedures, contracts, and other complex documents accurately and consistently.
- Manage multiple projects and time-sensitive assignments while maintaining accuracy, attention to detail, and legal compliance.
- Conduct thorough research and analysis and prepare clear and concise recommendations.
- Use and learn specialized technology and exercise sound judgement in troubleshooting operational issues.

Education/Experience:

Education:

- Graduation from an accredited college or university with a Bachelor's degree.

Experience:

- Four (4) years of progressively responsible professional, technical, and administrative experience in a City Clerk's Office, municipal government, or public-sector organization. Direct experience performing municipal clerk functions, including records management and one or more of the following areas, is highly desirable: agenda and legislative administration, Public Records Act administration, municipal elections, ethics and disclosure requirements, or boards and commissions administration.

Licenses and Certifications:

- A valid California Class C driver's license may be required based on assignment.
- Certified Municipal Clerk (CMC) designation through the International Institute of Municipal Clerks (IIMC) is required. Candidates who do not possess the CMC designation must actively work towards obtaining the certification within the first year of employment.
- Possession of a California Notary Public commission is required and must be obtained within the first year of employment.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Required to frequently sit and stand. Infrequently, required to walk, bend and reach above shoulders, utilizing a stepstool. Required to sit for a prolonged period of time. Required to frequently hear and speak in person and via phone. Frequently required to utilize business equipment. At times, required to carry items, set up equipment. Some work outside regular business hours to attend meetings. Attendance at offsite locations locally will be required.

Exposure to standard office environment containing usual office equipment. Temperature is controlled. Some travel locally may be required for meetings, seminars.

RECOMMENDED SALARY RANGE:

Step A	Step B	Step C	Step D	Step E	Step F	Step G
$8,968	$9,416	$9,887	$10,381	$10,901	$11,446	$12,018

FLSA Status: Exempt

HISTORY:

Established:
Revised: 07/14/2004
09/18/2026

Approval/Adoption Date:

City of
SOUTH PASADENA

DEPUTY CITY CLERK

TITLE: **DEPUTY CITY CLERK**

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departments, tracking statutory deadlines, reviewing responsive records, consulting with the City Attorney's Office as needed, and ensuring timely and consistent responses in accordance with applicable laws, City policies, and procedures.

- Assists with and, as assigned, leads the administration of municipal elections and election-related activities in accordance with applicable law, including candidate services, nomination processes, ballot measures, election notices, and campaign filing requirements.
- Manages and administers the City's record-management program, including evaluating practices, establishing procedures and file plans, developing and updating retention schedules, coordinating records disposition, and implementing improvements to ensure legal compliance, consistency, accessibility, and operational efficiency.
- Identifies emerging issues, evaluates alternatives, and recommends and implements appropriate solutions within established authority.
- Responds to and resolves complex, sensitive, or escalated inquiries regarding City Clerk programs, policies, statutory requirements, and procedures.
- Administers oaths, participates in bid openings, completes verifications of residence, and in the absence of the Chief City Clerk, attends City Council meetings and takes minutes.
- Coordinates and supports the City's boards and commissions program, including recruitment and appointment processes, maintaining rosters and terms of office, tracking vacancies and appointments, coordinating required training and filings, providing procedural guidance to staff liaisons, and supporting compliance with applicable noticing, agenda, and records requirements.
- Manages the City's biennial review and amendment of its Conflict of Interest Code, including working with departments to identify designated positions and appropriate disclosure categories, coordinating required updates, and preparing related documentation for review and adoption.
- Manages and administers the City's annual Conflict of Interest Code and Form 700 filing process, exercising independent responsibility for identifying designated filers, distributing and tracking filing requirements and deadlines, reviewing filings for completeness, following up on outstanding or deficient filings, maintaining required records, and serving as a primary resource to City officials, employees, commissioners, and other designated filers regarding filing procedures and requirements.
- Coordinates claims activities with claims adjustors and other personnel.
- Maintains confidentiality and exercises discretion in handling sensitive, privileged, personnel-related, election-related, and other confidential information.
- Keeps current on legislation, regulations, technology, professional practices, and emerging issues affecting municipal clerks, records management, open meetings, public records, elections, ethics, and local government administration.
- Performs related duties as assigned.

Employment Standards

Knowledge of:

- Principles and practices of municipal government, City Clerk administration, legislative processes, and public agency governance.
- California laws and regulations including, but not limited to, Brown Act, California Public Records Act, Political Reform Act, and Municipal and Government Codes.
- Principles and practices of public records and information governance.
- Agenda and meeting management.
- Principles of supervision, leadership, project management, workflow coordination, performance accountability, training, and business process re-engineering.
- Operations of a City or related office,
- English usage, spelling, punctuation, independent composition of documents.

Ability to:

- Exercise strong critical thinking, sound judgement, initiative, discretion, and independent decision-making within a delegated authority.
- Analyze complex situations, identify facts, evaluate risks and alternatives, and provide recommendations.
- Interpret, explain, and apply laws, regulations, policies, procedures, contracts, and other complex documents accurately and consistently.
- Manage multiple projects and time-sensitive assignments while maintaining accuracy, attention to detail, and legal compliance.
- Conduct thorough research and analysis and prepare clear and concise recommendations.
- Use and learn specialized technology and exercise sound judgement in troubleshooting operational issues.

Education/Experience:

Education:

- Graduation from an accredited college or university with a Bachelor's degree.

Experience:

- Four (4) years of progressively responsible professional, technical, and administrative experience in a City Clerk's Office, municipal government, or public-sector organization. Direct experience performing municipal clerk functions, including records management and one or more of the following areas, is highly desirable: agenda and legislative administration, Public Records Act administration, municipal elections, ethics and disclosure requirements, or boards and commissions administration.

Licenses and Certifications:

- A valid California Class C driver's license may be required based on assignment.
- Certified Municipal Clerk (CMC) designation through the International Institute of Municipal Clerks (IIMC) is required. Candidates who do not possess the CMC designation must actively work towards obtaining the certification within the first year of employment.
- Possession of a California Notary Public commission is required and must be obtained within the first year of employment.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Required to frequently sit and stand. Infrequently, required to walk, bend and reach above shoulders, utilizing a stepstool. Required to sit for a prolonged period of time. Required to frequently hear and speak in person and via phone. Frequently required to utilize business equipment. At times, required to carry items, set up equipment. Some work outside regular business hours to attend meetings. Attendance at offsite locations locally will be required.

Exposure to standard office environment containing usual office equipment. Temperature is controlled. Some travel locally may be required for meetings, seminars.

RECOMMENDED SALARY RANGE:

Step A	Step B	Step C	Step D	Step E	Step F	Step G
$8,968	$9,416	$9,887	$10,381	$10,901	$11,446	$12,018

FLSA Status: Exempt

HISTORY:

Established:
Revised: 07/14/2004
09/18/2026

Approval/Adoption Date:

Docusign Envelope ID: 3132F8C6-4A8E-8AA6-8210-1AA7E611132C

MEMORANDUM OF AGREEMENT

Between the City of South Pasadena and the
Public Service Employees Association (PSEA)

This Memorandum of Agreement ("Agreement") is entered into between the City of South Pasadena ("City") and the Public Service Employees Association ("PSEA"), collectively referred to as the "Parties," to memorialize their discussions and mutual understanding regarding the proposed modifications to the Deputy City Clerk classification.

I. BACKGROUND

The Deputy City Clerk classification was last substantially revised more than twenty years ago. Following the recent vacancy of the position, the City conducted a comprehensive review of the classification to ensure that the job specification accurately reflects the position's current responsibilities, organizational expectations, and operational needs.

On October 16, 2026, the City provided PSEA with a written justification memorandum outlining the proposed revisions to the Deputy City Clerk job specification, the basis for changing its Fair Labor Standards Act (FLSA) designation from non-exempt to exempt, and the rationale for removing the classification from the PSEA bargaining unit and placing it within the City's unrepresented management group.

On October 19, 2026, representatives from the City and PSEA met to discuss the proposed changes. During the meeting, the City reviewed the justification memorandum, explained the operational and organizational considerations supporting the proposed modifications, and addressed questions raised by PSEA. At the conclusion of the meeting, PSEA indicated that it would further discuss the proposals internally and communicate its position to the City.

On October 20, 2026, PSEA communicated its concurrence with the City's proposed changes.

II. MUTUAL AGREEMENT

Based on the discussions and information exchanged, the Parties acknowledge and mutually agree to the following:

1. Revised Job Specification

PSEA concurs with the City's proposed revisions to the Deputy City Clerk job specification, including the updated duties, responsibilities, minimum qualifications, and expectations associated with the classification. The revisions reflect the expanded scope of responsibilities, increased accountability, and level of independence and discretion necessary to support the operational needs of the City Clerk's Office.

2. FLSA Exempt Designation

PSEA concurs with the City's proposed change in designation of the Deputy City Clerk classification from FLSA non-exempt to exempt, based on the revised duties, responsibilities, and level of independent judgment associated with the position. The City remains responsible for ensuring that the classification satisfies all applicable FLSA exemption requirements.

3. Bargaining Unit Representation

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PSEA concurs with the proposed removal of the Deputy City Clerk classification from the PSEA bargaining unit and its placement within the City's unrepresented management group.

The Parties acknowledge that the Deputy City Clerk classification's responsibilities, degree of independence, administrative authority, and organizational accountability establish a community of interest more closely aligned with the City's unrepresented management classifications than with positions represented by PSEA.

Accordingly, PSEA agrees to the proposed bargaining unit modification, subject to completion of any applicable legal and administrative requirements.

III. CITY COUNCIL APPROVAL AND IMPLEMENTATION

The Parties acknowledge that implementation of the proposed changes will require formal action by the South Pasadena City Council.

The City will prepare and present a resolution to the City Council for consideration and approval to formalize the applicable classification and bargaining unit modifications, including the revised job specification, FLSA designation, and placement of the Deputy City Clerk classification within the City's unrepresented management group.

Implementation of the proposed changes shall be contingent upon City Council approval and completion of any applicable administrative or legal requirements. The effective date of the changes shall be established through the applicable City Council action.

IV. ACKNOWLEDGMENT AND CONCURRENCE

By signing below, the Parties acknowledge that they have participated in discussions regarding the proposed modifications to the Deputy City Clerk classification and have reached mutual agreement concerning the three matters identified in Section II.

The Parties further acknowledge that this Agreement memorializes the outcome of their discussions on October 19, 2026, and PSEA's subsequent concurrence communicated on October 20, 2026.

This Agreement shall serve as the formal record of the Parties' understanding and concurrence, subject to the required City Council approval and applicable legal and administrative procedures.

V. SIGNATURES

The Parties have executed this Agreement through their authorized representatives as of the dates set forth below.

CITY OF SOUTH PASADENA

Name: Roger Sung

Date: 10/20/2026

Title: Human Resources Director

Signature: Signed by: Roger Sung

PUBLIC SERVICE EMPLOYEES ASSOCIATION

Docusign Envelope ID: 3132F8C6-4A8E-8AA6-8210-1AA7E611132C

Name: Olivia Radbill

Date: 10/20/2026

Title: Senior Librarian – PSEA President

Signature: Signed by: Olivia Radbill 7B0CC5A5EC4AEC4B8...

CITY COUNCIL APPROVAL

Approved by the South Pasadena City Council on: _____

Resolution or Agenda Item No.: _____

RESOLUTION NO. 7597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ESTABLISHING RULES AND REGULATIONS GOVERNING EMPLOYER-EMPLOYEE RELATIONS IN ACCORDANCE WITH THE MEYERS-MILIAS-BROWN ACT

WHEREAS, California Government Code Section 3507 empowers a political subdivision of the State of California to adopt reasonable rules and regulations, after consultation in good faith with representatives of its employee organizations, for the administration of employer-employee relations; and

WHEREAS, the City Council adopted such guidelines within the City's Personnel Rules and Regulations in 1991 by Resolution No. 6028 and previously the guidelines governing employer-employee relations existed within the City's Personnel Rules and Regulations, in Part I, Rule 22. Employee Organizations; and

WHEREAS, since 1991 the law has been amended and new changes have occurred requiring amendment to those guidelines; and

WHEREAS, City staff has met and consulted with the recognized employee organizations on multiple occasions regarding the Employer-Employee Relations Resolution.

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

SECTION 1. That the City Council of the City of South Pasadena, California does hereby declare its intention to comply with the provisions of Section 3500 et. Seq. of the Government Code, commonly referred to as the "Myers-Milias-Brown Act" or MMBA," and

SECTION 2. That the City Manager is hereby designated as the City-Employer's representative in all matters implementing MMBA; and

SECTION 3. That pursuant to the MMBA, the City will administer employer-employee relations according to the following rules and regulations.

Article I – General Provisions

Section 1 Statement of Purpose

This Resolution applies to all employees and implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500 et seq.) captioned "Local Public Employee Organizations," (the "Meyers-Milias-Brown Act" or "MMBA") by providing orderly procedures for the administration of employer-employee relations between the City and its employee organizations. However, nothing contained herein shall be deemed to supersede the provisions of state law, ordinances, resolutions and rules which establish and regulate the civil service system, or which provide for other methods of administering employer-employee relations. This Resolution is intended, instead, to strengthen civil service and other methods of administering employer-employee relations through the establishment of uniform and orderly methods of communications between employees, employee organizations and the City.

It is the purpose of this Resolution to provide procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment; determine staffing patterns and the number and kinds of personnel required; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other lawful reasons; determine the content of job classifications; subcontract work; build, move or modify facilities; determine the methods of raising revenue; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work and the exercise of the foregoing powers, rights, authorities, duties, and responsibilities of the City and its adoption of reasonable policies, rules, regulations and practices in furtherance thereof shall not be limited, except to the extent required by law or applicable agreement to which the City is a party.

Section 2 Definition

As used in this Resolution, the following terms shall have the meanings indicated:

(a) "Appropriate unit" means a unit of employee classes or positions, established pursuant to Article II hereof.

(b) "City" means the City of South Pasadena, and, where appropriate herein, refers to the City Council or any duly authorized City representative as herein defined.

(c) "Confidential Employee" means an employee who, in the course of his or her duties, has access to confidential information relating to the City's administration of employer-employee relations.

(d) "Consult/Consultation in Good Faith" means to communicate orally or in writing with all effected recognized employee organizations for the purpose of presenting and obtaining views or advising of proposed actions and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of the meet and confer process, does not involve an exchange of proposals and counterproposals in an endeavor to reach agreement in the form of a Memorandum of Understanding, nor is it subject to Article IV hereof.

(e) "Day" means calendar day unless expressly stated otherwise.

(f) "Employee Relations Officer" means the City Manager or his/her duly authorized representative.

(g) "Employee Organization" means any organization that includes employees of a public agency and has as one of its primary purposes representing those employees in their relations with that public agency.

(h) "Exclusively Recognized Employee Organization" means an employee organization which has been formally acknowledged by the City as the sole employee organization representing the employees in an appropriate representation unit pursuant to Article II hereof, having the exclusive right to meet and confer in good faith concerning statutorily required subjects pertaining to unit employees, and thereby assuming the corresponding obligation of fairly representing such employees.

Such recognition status may only be challenged by another employee organization as set forth in Section 9 (Procedure for Decertification of Exclusively Recognized Employee Organization).

(i) "Impasse" means that the representatives of the City and a Recognized Employee Organization have reached a point in their meeting and conferring in good faith where the parties have exhausted the prospects of concluding an agreement and further discussions would be fruitless.

(j) "Management Employee" means an employee having responsibility for formulating, administering or managing the implementation of City policies and programs.

(k) "Proof of Employee Support" means (1) an authorization card recently signed and personally dated by an employee, provided that the card has not been subsequently revoked in writing by the employee (2) a verified authorization petition or petitions recently signed and personally dated by an employee, (3) union membership card recently signed and personally dated by an employee, or (4) employee dues deduction authorizations, using the payroll register for the period immediately prior to the date a petition is filed hereunder, except that dues deduction authorizations for more than one employee organization for the account of any one employee shall not be considered as proof of employee support for any employee organization. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of such proof of support.

(l) "Supervisory Employee" means any employee having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

(m) Terms not defined herein shall have the meanings as set forth in the MMBA.

Article II – Representation Proceedings

Section 3 Recognition by "Card Check"

Consistent with Government Code sections 3507(b) and 3507.1(c), the City shall grant exclusive or majority recognition to an Employee Organization based on a signed petition, authorization cards or union membership cards showing that a majority of the employees in an appropriate bargaining unit wish to be represented by that Employee Organization ("card check"), unless another Employee Organization has within the past twelve months been lawfully recognized as the exclusive or majority representative of all or part of the same unit.

For purposes of this Section, exclusive or majority representation shall be determined by a neutral third party selected upon agreement of the City and the Employee Organization or, failing agreement, the determination shall be made by the State Mediation and Conciliation Service, in accordance with Government Code Section 3507.1(c). Within five (5) days of an Employee Organization claiming exclusive or majority status based on card check, the Employee Organization and the City shall mutually agree on a neutral third party who shall review the petition, authorization cards or union membership cards to verify the exclusive or majority status of the Employee Organization.

If the neutral third party determines, based on a signed petition, authorization cards or union membership cards that one or more competing Employee Organization(s) has or have the support of at least 30 percent of employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status. The election shall be conducted consistently with Section 8 (Election Procedure).

Section 4 Filing of Recognition Petition by Employee Organization

As an alternative to the procedure described in Section 3 (Recognition by Card Check), an employee organization which seeks to be formally acknowledged as an Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:

(a) Name and address of the employee organization.

(b) Names and titles of its officers.

(c) Names of employee organization representatives who are authorized to speak on behalf of the organization.

(d) A statement that the employee organization has, as one of its primary purposes, the responsibility of representing employees in their employment relations with the City.

(e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization, and, if so, the name and address of each such other organization.

(f) Certified copies of the employee organization's constitution and bylaws.

(g) A designation of those persons, not exceeding two in number, and their addresses, to whom notice sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.

(h) A statement that the employee organization has no restriction on membership based on race, color, religion, creed, sex, national origin, age, sexual orientation, mental or physical disability, medical condition or other restriction prohibited by law.

(i) The job classifications or position titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.

(j) A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with the City. Such written proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party.

(k) A request that the Employee Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

The resulting Petition (Recognition Petition), including the proof of employee support and all accompanying documentation, shall be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

Section 5 City Response to Recognition Petition

Upon receipt of the Petition, the Employee Relations Officer shall determine whether:

(a) There has been compliance with the requirements of the Recognition Petition, and

(b) The proposed representation unit is an appropriate unit in accordance with Section 10 (Policy and Standards for Determination of Appropriate Units).

If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, he/she shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days thereafter. If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefore in writing.

Section 6 Open Period for Filing Challenging Petition

Within thirty (30) days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same or in an overlapping unit (one which corresponds with respect to some, but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 4 (Filing of Recognition Petition by Employee Organization). If such challenging petition seeks establishment of an overlapping unit, the Employee Relations Officer shall call for a hearing on such overlapping petitions for the purpose of ascertaining the more appropriate unit, at which time the petitioning employee organizations shall be heard. Thereafter, the Employee Relations Officer shall determine the appropriate unit or units in accordance with the standards in Section 10 (Policy and Standards for Determination of Appropriate Units). The petitioning employee organizations shall have fifteen (15) days from the date notice of such unit determination is

communicated to them by the Employee Relations Officer to amend their petitions to conform to such determination.

Section 7 Granting Recognition Without an Election

If the Petition is in order, and the proof of support shows that a majority of the employees in the appropriate unit have designated the petitioning employee organization to represent them, and if no other employee organization filed a challenging petition, the petitioning employee organization and the Employee Relations Officer shall request the California State Mediation and Conciliation Service, or another agreed upon neutral third party, to review the count, form, accuracy and propriety of the proof of support. If the neutral third party makes an affirmative determination, the Employee Relations Officer shall formally acknowledge the petitioning employee organization as the Exclusive Recognized Employee Organization for the designated unit.

Section 8 Election Procedure

Where recognition is not granted pursuant to Section 7 (Granting Recognition Without an Election), the Employee Relations Officer shall arrange for a secret ballot election to be conducted by a party agreed to by the Employee Relations Officer and the concerned employee organization(s), in accordance with such party's rules and procedures subject to the provisions of this Resolution. All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Article II shall be included on the ballot. The ballot shall also reserve to employees the choice of representing themselves individually in their employment relations with the City. Employees entitled to vote in such election shall be those persons employed in regular permanent positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of illness, vacation or other authorized leaves of absence, and who are employed by the City in the same unit on the date of the election. An employee organization shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election if it received a numerical majority of all valid votes cast in the election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number

of valid votes cast; the rules governing an initial election being applicable to a run-off election.

There shall be no more than one valid election under this Resolution pursuant to any petition in a 12-month period affecting the same unit.

In the event that the parties are unable to agree on a third party to conduct an election, the election shall be conducted by the California State Mediation and Conciliation Service.

Costs of conducting elections shall be borne in equal shares by the City and by each employee organization appearing on the ballot.

Section 9 Procedure for Decertification of Exclusively Recognized Employee Organization

A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of March of any year following the first full year of recognition or during the thirty (30) day period commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect less than three (3) years, whichever occurs later. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

(a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.

(b) The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as a representative of that unit.

(c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

(d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee

Organization. Such proof shall be submitted for confirmation to the Employee Relations Officer or to a mutually agreed upon disinterested third party within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this Section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent, that includes the allegation and information required under this Section, and otherwise conforms to the requirements of Section 4 (Filing of Recognition Petition by Employee Organization).

The Employee Relations Officer shall give written notice of Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees upon the initial filing of such Petitions. Such notice shall include a copy of the Petition.

The Employee Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Article II. If his/her determination is in the negative, he/she shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefore in writing. If the determination of the Employee Relations Officer is in the affirmative, or if his negative determination is reversed on appeal, he/she shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 8 (Election Procedure).

During the "open period" specified in the first paragraph of this Section, the Employee Relations Officer may on his/her own motion, when he/she has reason to believe that a majority of unit employees (i.e. greater than 50% of the unit employees in the existing unit) no longer wish to be represented by the incumbent Exclusively Recognized Employee Organization, give notice to that organization and all unit employees that he/she will arrange for an election to determine that issue. In such event any other employee organization may within fifteen (15) days of such

notice file a Recognition Petition in accordance with this Section, which the Employee Relations Officer shall act on in accordance with this Section.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

Section 10 Policy and Standards for Determination of Appropriate Units

The Employee Relations Officer shall have the management discretion to form and define reasonable bargaining units, and to modify bargaining units based on the procedures specified in this resolution. The Employee Relations Officer may consider, but shall not be bound by, labor relations criteria considered under federal authorities such as the National Labor Relations Act. A key criterion for unit determination is whatever grouping provides the broadest feasible grouping of positions that share an identifiable community of interest. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the City and its compatibility with the primary responsibility of the City and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit shall be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered shall be:

(a) Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.

(b) Consistency with the organizational patterns of the City.

(c) Number of employees and classifications, and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.

(d) Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classifications among two or more units.

Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in Section 2 (Definition), are determining factors in establishing appropriate units hereunder, and therefore it may be appropriate for managerial, supervisory

and confidential employees to be included in a unit consisting solely of managerial, supervisory or confidential employees respectively.

Peace Officers have the right to be represented in separate units composed solely of such peace officers.

Also under the MMBA, professional employees have the right to be represented separately from non-professional employees.

The Employee Relations Officer shall, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete modified classifications or positions from units in accordance with the provisions of this Section.

Section 11 Procedures for Modification of Established Appropriate Units

Requests by employee organizations for modifications of established appropriate units may be considered by the Employee Relations Officer only during the period specified in Section 9 (Procedure for Decertification of Exclusively Recognized Employee Organization). Such requests shall be submitted in the form of a Recognition Petition and, in addition to the requirements set forth in Section 4 (Filing of Recognition Petition by Employee Organization), shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Section 10 (Policy and Standards for Determination of Appropriate Units) hereof. The Employee Relations Officer shall process such petitions as other Recognition Petitions under this Article II.

Section 12 Procedures for Processing Severance Requests

An employee organization may file a request to become the recognized employee organization of a unit alleged to be appropriate that consists of a group of employees who are already a part of a larger established unit represented by another recognized employee organization. The timing, form and processing of such request shall be as specified in Section 11 (Procedures for Modification of Established Appropriate Units) for modification requests.

Section 13 Appeals

An employee organization aggrieved by an appropriate unit determination of the Employee Relations Officer; or an employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition

Petition (Sec. 4), Challenging Petition (Sec. 6), Decertification Petition (Sec. 9), Unit Modification Petition (Sec. 11) or employees aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 9) or Severance Request (Sec. 12) has not been filed in compliance with the applicable provisions of this Article, may, within ten (10) days of notice of the Employee Relations Officer's final decision, request to submit the matter to mediation by the State Mediation and Conciliation Service, or may, in lieu thereof or thereafter, appeal such determination to the City Council for final decision within fifteen (15) days of notice of the Employee Relations Officer's determination or the termination of mediation proceedings, whichever is later.

Appeals to the City Council shall be filed in writing with the City Clerk, and a copy thereof served on the Employee Relations Officer. The City Council shall commence to consider the matter within thirty (30) days of the filing of the appeal. The City Council may, in its discretion, refer the dispute to a non-binding third party hearing process. Any decision of the City Council on the use of such procedure, and/or any decision of the City Council determining the substance of the dispute shall be final and binding.

Article III Administration

Section 14 Submission of Current Information by Recognized by Employee Organizations

All changes in the information filed with the City by an Exclusively Recognized Employee Organization under items (a.) through (k.) of its Recognition Petition under Section 4 (Filing of Recognition Petition by Employee Organization) shall be submitted in writing to the Employee Relations Officer within fourteen (14) days of such change.

Exclusively Recognized Employee Organizations that are party to an agency shop provision shall make available annually to the Employee Relations Officer and to unit members within 60 days after the end of its fiscal year the financial report required under Government Code Section 3502.5 (f) of the Meyers-Milias Brown Act.

Section 15 Employee Organization Activities – Use of City Resources

Access to City work locations and the use of City paid time, facilities, equipment and other resources by employee organizations and those

representing them shall be authorized only to the extent provided for in Memoranda of Understanding and/or administrative procedures, shall be limited to lawful activities consistent with the provisions of this Resolution that pertain directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and shall not interfere with the efficiency, safety and security of City operations.

Section 16 Administrative Rules and Procedures

The City Manager is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Resolution after consultation with affected employee organizations.

Section 17 Availability of Data

The City shall make available to Exclusively Recognized Employee Organizations such non-confidential information pertaining to employer-employee relations as is contained in the public records of the City subject to the limitations and conditions set forth in this Resolution and the California Public Records Act, Government Code Sections 6250 et seq.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs.

Information that shall be made available to Exclusively Recognized Employee Organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source or otherwise to invade the promised confidentiality.

Nothing in this Resolution shall be construed to require disclosure of records that are:

(a) Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
(b) Working papers or memoranda that are not retained in the ordinary course of business or any records when the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record;
(c) Records pertaining to pending litigation to which the City is a party, or to claims or appeals that have not been settled; or

(d) Any other records exempt from disclosure under the California Public Records Act or other applicable law.

Nothing in this paragraph shall be construed to require the City to do research for an inquirer or to do programming or to assemble data in a manner or to an extent other than usually done by the City or is required by law

Article IV – Impasse Procedures

Section 18 Initiation of Impasse Procedures

Prior to any declaration of impasse (as defined in Section 2 (Definition)), a "last, best and final" offer on wages, hours and working conditions must be submitted as follows:

(a) The City representative must present any last, best and final offer of an Exclusively Recognized Employee Organization to the City Council in closed session;

(b) The Exclusively Recognized Employee Organization must present any last, best and final offer of the City to its membership within 10 days of receipt of the last, best and final offer from the City;

After consideration of a last, best and final offer, the party shall promptly inform the other party as to whether the offer is accepted or rejected within two (2) business days of the date the last, best and final offer was presented to the City Council or Employee Organization's membership.

If a last, best and final offer is rejected, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a detailed statement of its position on all disputed issues, as set forth in the other party's most recent offer, counter-offer or position (which becomes the other party's last, best and final offer). The Employee Relations Officer shall then promptly schedule an impasse meeting. The purpose of such meeting shall be: (a) to review the position of the parties in a final effort to reach agreement on a Memorandum of Understanding; and (b) if the impasse is not resolved, to discuss arrangements for the utilization of the impasse resolution procedures provided in Section 19 (Impasse Resolution Procedures) below.

Section 19 Impasse Resolution Procedures
Impasse resolution procedures are as follows:

(a) If the parties agree to submit the dispute to mediation, and agree on the selection of a mediator, the dispute shall be submitted to mediation. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

(b) If the parties agree to, and do participate in mediation, and if mediator is unable to effect settlement of the controversy, the employee organization may present a request to the City and the Public Employment Relations Board (PERB) to submit the impasse to fact-finding. This request by the employee organization to submit the impasse to fact-finding must be made no sooner than 30 days, but no later than 45 days, following the selection of a mediator by the parties.

(c) If the parties do not submit the dispute to mediation, the employee organization may present a written request to the City and PERB to submit the impasse to fact-finding no later than 30 days following the date that either party has provided the other a written notice of declaration of impasse.

(d) Within five (5) days after receipt of the written request for fact-finding, each party shall select a person to serve as its member of the fact-finding panel. PERB shall, within five (5) days after the selection of panel members by the parties, select a Chairperson of the panel.

Within five (5) days after PERB selects a Chairperson of the panel, the parties may designate a fact-finding Chairperson who will certify that he or she will start the fact-finding proceedings (described in Section 19 (Impasse Resolution Procedures)) in a timely manner pursuant to Gov. Code section 3505.4, and who will serve in lieu of the person elected by PERB. If the parties are unable to mutually agree on a designated fact-finding Chairperson, the City shall request that the California State Mediation and Conciliation Service provide a list of seven (7) qualified fact-finders, and the parties will select a designated Chairperson from this list using a strike process who will certify that he or she will start the fact-finding hearing in a timely manner pursuant to Gov. Code section 3505.4.

(e) The following constitute the jurisdictional and procedural requirements for fact-finding:

(i) The panel shall, within ten (10) days after its appointment, meet with the parties or their representatives, either jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems

appropriate. The panel shall have subpoena power with regard to hearings, investigations and inquiries.

(ii) If the fact-finding panel makes findings and recommendations, those findings and recommendations shall be made on an issue-by-issue basis. The fact-finding panel shall limit its findings and recommendations to issues that fall within mandatory subjects of bargaining, unless the parties mutually agree, in writing, to submit other issues to the panel. If the dispute is not settled within thirty (30) days of the chairperson's appointment, that panel shall make findings of fact and advisory recommendations for terms of settlement. The fact-finding panel shall submit a written report including findings of fact and recommended terms of settlement to the parties. The fact-finders shall consider, weigh and be guided by the following measures and criteria in arriving at their findings and recommendations:

a. State and federal laws that are applicable to the employer.

b. Local rules, regulations, or ordinances.

c. Stipulations of the parties.

d. The interests and welfare of the public, and the financial ability of the public agency, including specific consideration of the impacts of any recommendation which will result in an increased cost to the City, including the impact of that additional expense on the ability of the City to continue to provide services and its ability to attract and retain employees in light of prevailing labor market conditions.

e. Comparison of the wages, hours, and conditions of employment of the employees involved in the fact-finding proceeding with the wages, hours, and conditions of employment of other employees performing similar services in comparable public agencies.

f. The consumer price index for goods and services, commonly known as the cost of living.

g. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

h. Any other facts not confined to those specified in paragraphs a.-g., inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations, including, but not limited to:

(i.) Maintaining appropriate compensation relationships between classifications and positions within the City;

(ii.) Other legislatively determined and projected demands on agency resources (i.e., budgetary priorities as established by the governing body);

(iii.) Allowance for equitable compensation increases for other employees and employee groups for the corresponding fiscal period(s);

(iv.) Revenue projections not to exceed currently authorized tax and fee rates for the relevant fiscal year(s);

(v.) Assurance of sufficient and sound budgetary reserves; and

(vi.) Constitutional, statutory, and Municipal Code/ Charter limitations on the level and use of revenues and expenditures.

(f) Within thirty (30) days after the appointment of the fact-finding panel, or, upon request by the factfinding panel for additional time or by agreement by both parties within a longer period, the panel shall make written findings of fact and advisory recommendations for the resolution of the issues in dispute, which shall be presented in terms of the criteria and limitations specified above. Any member of a fact-finding panel shall be accorded the right to file dissenting written findings of fact and recommendations. The fact-finder or chairperson of the fact-finding panel

shall serve such findings and recommendations on the Employee Relations Officer and the designated representative of the Exclusively Recognized Employee Organization before they are made available to the public.

(g) If these parties have not resolved the impasse within ten (10) days after service of the findings and recommendations upon them, the City shall make them public by submitting them to the City Clerk for consideration by the City Council in connection with the Council's legislative consideration of the impasse.

(h) After any applicable mediation and fact-finding procedures have been exhausted, but no earlier than ten (10) days after the fact finders' written findings of fact and recommended terms of settlement have been submitted to the parties, the City Council may hold a public hearing regarding the impasse, and take such action regarding the impasse as it in its discretion deems appropriate as in the public interest, including implementation of the City's last, best and final offer. Any legislative action by the City Council on the impasse shall be final and binding.

(i) The costs for the services of the panel chairperson agreed upon by the parties shall be equally divided between the parties, and shall include per diem fees, if any, and actual and necessary travel and subsistence expenses. The per diem fees shall not exceed the per diem fees stated on the chairperson's résumé on file with PERB. The chairperson's bill showing the amount payable by the parties shall accompany his or her final report to the parties and PERB. The parties shall make payment directly to the chairperson.

(j) Any other mutually incurred costs shall be borne equally by the parties. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

Section 20 Cost of Impasse Procedures

The cost for the services of a mediator and chairperson of a fact-finding panel utilized by the parties, and other mutually incurred costs of mediation and fact-finding, shall be borne equally by the City and Exclusively Recognized Employee Organization. The cost for a fact-finding panel member selected by each party, and other separately incurred costs, shall be borne by such party.

Section 21 Implementation of Last, Best and Final Offer

On or after the date the employer has released the fact-finding panel's report to the public, the City Council shall hold a public hearing on the impasse and may implement the terms of its last, best and final offer on wages, hours and working conditions after holding a public hearing on the impasse. The public hearing may not be held until conclusion of the 10-day period required by Section 19 (Impasse Resolution Procedures).

Article V – Miscellaneous Provisions

Section 22 Construction

This Resolution shall be administered and construed as follows:

(a) Nothing in this Resolution shall be construed to deny to any person, employee, organization, the City, or any authorized officer, body or other representative of the City, the rights, powers and authority granted by federal or state law (or City Charter provisions).

(b) This Resolution shall be interpreted so as to carry out its purpose as set forth in Article I.

(c) Nothing in this Resolution shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout or other total or partial stoppage or slowdown of work. In consideration of and as a condition of initial and continued employment by the City, employees recognize that any such actions by them are in violation of their conditions of employment except as expressly otherwise provided by legally preemptive state or contrary local law. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination, and may be replaced, to the extent such actions are not prohibited by preemptive law; and employee organizations may thereby forfeit rights accorded them under City law or contract.

Section 23 Amendment
Any proposed amendments to this Resolution are excluded from the scope of meeting and conferring but are subject to consultation with Exclusively Recognized Employee Organizations pursuant to Government Code Section 3507.

Section 24 Severability

If any provision of this policy, or the application of such provision to any persons or circumstances, shall be held invalid, the remainder of this policy, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

PASSED, APPROVED AND ADOPTED ON this 20th day of February, 2019.

Marina Khubesrian, M.D., Mayor

ATTEST:

Evelyn G. Zneimer, City Clerk
(seal)

APPROVED AS TO FORM:

Teresa L. Highsmith, 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 20th day of February, 2019, by the following vote:

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

NOES: None

ABSENT: None

ABSTAINED: None

Evelyn G. Zneimer, City Clerk
(seal)

City Council Agenda Report

ITEM NO. 12

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Michael Vartanians, City Engineer
Bassam AL-Beitawi, Transportation Program Manager

SUBJECT: **CONSIDERATION OF THE AWARD OF A CONSTRUCTION CONTRACT TO DBX, INC. IN AN AMOUNT NOT TO EXCEED $16,069,567.00 FOR THE NORTH SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEMS DEPLOYMENT ON FAIR OAKS AVENUE PROJECT RABA01-5071 (024)**

Recommendation

It is recommended that the City Council:

a. Award a construction contract (Attachment No. 1) to DBX, Inc for construction services for the North South Corridor Intelligent Transportation Systems Deployment on Fair Oaks Avenue Project RABA01-5071 (024) (Project) in an amount not to exceed $16,069,567.00 including the proposed bid amount of $13,391,305.90 and a 20% contingency of $2,678,261.10;
b. Reject all other bids received;
c. Authorize the City Manager to execute the Contract and all related documents, in final form approved by the City Attorney.

Executive Summary

The Fair Oaks Avenue Intelligent Transportation Systems (ITS) Deployment Project (Project) will improve traffic operations, safety, and pedestrian accessibility along Fair Oaks Avenue between Huntington Drive and Columbia Street. The Project includes traffic signal upgrades, new traffic management technology, pedestrian crossing improvements, and modifications to existing intersections.

The Project design has been completed, and staff is requesting City Council approval of the construction contract to initiate construction. The estimated total Project cost is $18.2 million, funded through federal Rogan funds, local funds, and LA Metro Measure R funds.

Background

On August 12, 2004, the City of South Pasadena was awarded $ 9,343,000 in Federal Highway Administration (FHWA) Rogan Funds (Bill No. HR 5394) for the construction of the SR-110 ramp. The project was not implemented because of right-of-way constraints and lack of technical studies and data.

In November 2019, FHWA and the California Department of Transportation (Caltrans) notified

the City that the federal funds were at risk of expiring unless the project proceeded. To preserve the funding, City staff coordinated with FHWA and Caltrans to revise the project scope to focus on reducing traffic congestion and improving traffic operations along Fair Oaks Avenue between Huntington Drive and Columbia Street. Through continued coordination, the City successfully extended the federal funding expiration date to June 30, 2027.

On August 18, 2021, the City Council awarded a professional services agreement to KOA for engineering design services for the Project. As the design progressed, additional traffic engineering and Intelligent Transportation Systems (ITS) expertise was needed to complete the proposed improvements.

On July 16, 2025, the City Council approved a professional services agreement with Iteris, Inc. to provide traffic engineering and ITS support services. Subsequently, on March 4, 2026, the City Council approved an amendment to the agreement with Iteris to complete the Project's design plans.

The Project plans and specifications were prepared by registered professional engineers with Iteris, Inc. and Kimley-Horn and Associates in accordance with current professional engineering standards. The City Engineer has reviewed the plans and specifications and determined that the proposed design is reasonable and meets applicable engineering standards. Accordingly, the City Council approved the plans and specifications at their October 21, 2026 meeting.

Analysis

The Fair Oaks Avenue Intelligent Transportation Systems (ITS) Deployment Project (Project) will improve traffic operations, safety, and pedestrian accessibility along Fair Oaks Avenue between Huntington Drive and Columbia Street. The Project includes traffic signal upgrades, new traffic management technology, pedestrian crossing improvements, and modifications to existing intersections.

The proposed scope of work includes:

- **Traffic Signal Improvements:** Installation of new traffic signal equipment at 11 signalized intersections along Fair Oaks Avenue, including Columbia Street/Raymond Hill Road, State Street/Grevelia Street, Hope Street, Mission Street, El Centro Street, Oxley Street, Monterey Road, Bank Street, Rollin Street, Oak Street, and Huntington Drive.

- **Traffic Management Technology:** Installation of traffic monitoring cameras, emergency vehicle preemption systems, and Intelligent Transportation Systems (ITS) equipment to improve traffic management and emergency response.

- **Pedestrian Safety Improvements:** Installation of Rectangular Rapid Flashing Beacons (RRFBs) at Fair Oaks Avenue and Spruce Street, upgrades to existing curb ramps to meet Americans with Disabilities Act (ADA) requirements, and modifications to existing curb extensions where necessary to improve accessibility.

- **Intersection Modifications:** Closure of Grevelia Street at Fair Oaks Avenue and closure of the existing slip lanes at Fair Oaks Avenue and Huntington Drive to improve intersection operations and safety.

- **Additional Infrastructure Improvements:** Installation of new internally illuminated street signs and fiber optic communication infrastructure connecting City Hall to the Public Works Garfield Yard.

Staff is also coordinating with the South Pasadena Arts Council (SPARC) to develop a plan for the removal of the existing painted traffic signal cabinets impacted by the Project. Following completion of construction, staff will work with SPARC to invite local artists to repaint the traffic signal cabinets, continuing the City's efforts to incorporate public art into the community.

Procurement Process
South Pasadena Municipal Code (SPMC) Chapter 2 Administration, Article XI describes the City's purchasing rules. Specifically, SPMC Section 2.99-39 defines the purchasing procedure to award a Public Works Contract to the lowest responsible bidder. Contracts resulting from competitive bidding are awarded based on the lowest responsible bidder who submitted a bid that was responsive to the solicitation request. A bid is considered to be responsive if it conforms in all material respects to the solicitation requirements, and a bidder is considered to be responsible if they possess the demonstrated ability, capacity, experience and skill to provide the goods and/or services required by the solicitation.

The Public Works Department solicited bids from contractors through a Notice Inviting Bids posted on the PlanetBids website on October 8, 2026. The Notice Inviting Bids was also published in the South Pasadena Review on October 9, 2026. The advertisement included the plans, specifications, and other contract documents. Two hundred and eighty-three (283) firms were notified of the proposal opportunity through PlanetBids.

Proposals were received through November 9, 2026, from the following six (6) firms:

Bidder No.	Bidder	Bid Amount
1	DBX, Inc	$13,391,305.90
2	Alfaro Communications Construction Inc.	$13,443,387.85
3	Crosstown Electrical & Data, Inc.	$15,587,573.00
4	Elecnor Belco Electric, Inc.	$15,699,000.00
5	PTM General Engineering Services	$16,420,553.20
6	California Professional Engineering, Inc.	$16,809,159.95

Recommended Award
DBX, Inc. is located in the City of Temecula, California and is the lowest responsive bidder. DBX, Inc has previously performed similarly scoped work in the City of Norwalk successfully. Reference checks to the City of Norwalk provided excellent reviews of workmanship and contractor conduct. They have extensive experience in traffic signal equipment replacement and civil street improvements and have a General Engineering (A) and an Electrical (C-10) license by the State of California Contractors State License Board. Therefore, staff recommends that the City Council award a construction contract to DBX, Inc. for construction

services for the Project not to exceed $16,069,567.00.

Construction is anticipated to begin in early 2027, with completion scheduled for winter 2028.

Fiscal Impact
Funding for this project is included in the FY 2026-2027 Budget under the N-S Fair Oaks ITS Project (No. 9161) account strings. The total estimated Project cost is approximately $18.2 million, consisting of the following:

Activity	Expenditure	Funding Amount	Funding Source
Design	$1,300,000	$1,300,000	Local Prop C Funds (Fund 207)
Construction Management/Inspection	$758,526	$671,523.07	Rogan Funds (Fund 214)
		$87,002.93	Measure R LR (Fund 233)
Construction (Engineer's Estimate)	$16,069,567	$8,672,039.93	Rogan Funds (Fund 214)
		$7,397,527.07	Measure R MIP (Fund 243)
Project Total:		$18,143,526	

The Project is funded through approximately $9.34 million in federal Rogan funds, local matching funds, and $10 million in LA Metro Measure R funds. These funding sources are anticipated to be sufficient to complete the Project. As noted above, the utilization of the funds is anticipated to be $1,300,000 in Local Prop C Funds (Fund 207), $9,343,563 in Rogan Funds (214), $87,002.93 in Measure R Local Return (Fund 233) and $7,397,527 in Measure R MIP (Fund 243).

The federal Rogan funds are currently scheduled to expire on June 30, 2027. Since construction is anticipated to extend beyond this date, staff has reached out to Caltrans to request an extension following the selection of a construction contractor. Measure R funds are available to supplement the federal funding and address potential construction cost increases. Any unused Measure R funds may be considered for reallocation to other eligible projects in coordination with LA Metro.

Key Performance Indicators and Strategic Plan
This item is related to street improvement goals, traffic mitigation and safety goals in the City Council's 2026 compilation of priorities.

Commission Review and Recommendation
The Project was discussed with the Public Works and Infrastructure Commission (PWIC) Mobility on August 27, 2025 and May 13, 2026.

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

Environmental Analysis
The Project meets the requirements of California Environmental Quality Act Guidelines Section 15301 for Class 1, Existing Facilities, as the Project is consistent with Sections 15301(c) and 15301(d) listed. The City posted a Notice of Exemption with the State Clearinghouse on October 23, 2025, and with the Los Angeles County Registrar Clerk Recorder on October 30, 2025.

Attachment:
Attachment No. 1 - Construction Contract with DBX, Inc.

CONTRACT AGREEMENT

NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROJECT
FAIR OAKS AVENUE (HUNTINGTON DRIVE TO COLUMBIA STREET)
PROJECT SPECIFICATION NO. 2020-02
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

THIS AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this _____ day of_____, 20__ *(Council Action Date)*, BY AND BETWEEN the City of South Pasadena, a municipal corporation, hereafter designated as "AGENCY", and _____ a _____
[CONTRACTOR'S BUSINESS NAME] [corporation, partnership, limited liability company, or other business form]

in the State of _____, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

1) **Project Name:** North-South Corridor Intelligent Transportation System Deployment Project, SPECIFICATION NO. 2020-02
2) **Project Scope of Work:** CONTRACTOR shall provide and install:

All materials, equipment, tools, labor, and incidentals required to complete the improvements and make system operational shown on the Specifications and Contract Documents. The work performed under this contract is summarized in the Notice Inviting Sealed Bids and includes, but is not limited to each bid item listed in the Contractor's Bid Proposal, as covered in the Standard Specifications, and as described in the corresponding items on the following pages. The work in general, to be performed pursuant to these specifications, consists of constructing traffic safety improvements and installing traffic signal upgrades at various intersections. Traffic safety improvements include construction of modification of existing bulb outs, median modifications, landscaping and irrigation, construction of curb ramps, construction of a cul-de-sac closing an existing road, and replacing and overlaying asphalt concrete pavement, furnishing and installing pavement markers, markings, traffic signs, and traffic striping. The project will also include the installation or modification of various traffic signal systems items, including replacement of existing traffic signal poles and foundations, new rectangular rapid flashing beacon (RRFB) systems, Bluetooth-based vehicle tracking road side units, ethernet switches, fiber hub switches, ethernet modules, advanced dilemma video detection, 2070 controller, CCTV traffic monitoring systems, as well as SMFO cable, conduit, detectors, system integration, splice vaults, and fiber patch panels, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance to Plans and Specification entitled as North-South Corridor Intelligent Transportation System Deployment Project, Project No. 2020-02.

The limits of work include:

- **Fair Oaks Avenue (Huntington Drive to Columbia Street)**
- **Mission Street (City Hall to Stratford Avenue)**
- **Stratford Avenue (Mission Street to Clark Place)**
- **Clark Place (Stratford Avenue to Garfield Avenue)**
- **Garfield Avenue (Clark Place to Public Works building)**

3) **Contract Documents:** The complete contract and agreement ("AGREEMENT") consists of this Contract Agreement, including all attachments hereto, and:

- Approved Plans and Specifications for City Project No. 2020-02
- Notice Inviting Sealed Bids
- Instructions to Bidders
- Information for Bidders
- Contractor's Bid Proposal
- Bid Schedule
- Standard Specifications
- Special Provisions
- All reference specifications, plans, details, standard drawings, and appendices
- Bonds, insurance certificates, permits, notices, and affidavits
- Appendices, Addendums, and Memorandums
- And all mutually agreed-upon modifications and amendments thereto.

4) **Compensation:** CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the Work, the stipulated sum of _____ Dollars, ($_____).
5) **Time of Completion:** _____ Working Days *[see B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE of Section B Instruction to Bidders]*.
6) **Liquidated Damages:** $9,500 for each calendar day delay beyond the Time of Completion *[see 6-9 LIQUIDATED DAMAGES of Section F – Special Provisions]*.
7) **Notices:** Any notices, bills, invoices, or reports required by this Agreement shall be addressed to:

To CITY:

City of South Pasadena
Public Works Department
1414 Mission Street
South Pasadena, CA 91030

To CONTRACTOR:

Contractor's Name _____
Address _____
_____
City, State Zip Code _____

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20__ *(Council Action Date)*

CONTRACTOR: _____
[CONTRACTOR'S BUSINESS NAME]

_____
CONTRACTOR's Sign Name, Title

CONTRACTOR's License No. _____

AGENCY: _____ _____
Todd Hileman, City Manager — Date
City of South Pasadena

ATTESTED: _____ _____
Nikima S. Newsome, Chief City Clerk — Date
City of South Pasadena

APPROVED AS TO FORM: _____ _____
Roxanne Diaz, City Attorney — Date
City of South Pasadena

CERTIFICATE OF 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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (SEAL)

ATTACHMENT A

ADDITIONAL TERMS AND CONDITIONS OF THE AGREEMENT

ARTICLE I: Contract Documents

The complete contract and agreement ("AGREEMENT") consists of the Contract Documents described on the Contract Agreement, and all terms and conditions of this Attachment are incorporated therein. In the event of conflict between these documents, precedence shall be determined under section 2-5.2 of the Standard Specifications.

All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum shown on the Contract Agreement, unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements,

unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond CONTRACTOR's reasonable control that occurs before AGENCY accepts the work as complete.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of CONTRACTORs by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State, and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY $200.00, or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour workday and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY $25.00, or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in

the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than $25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all

rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to AGENCY as additional insured. Further, the requirements for coverage and limits shall be the greater of (1) the maximum 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. Insurance provided by CONTRACTOR under this Contract shall not replace or substitute for CONTRACTOR's indemnification obligations in Article VII.

CONTRACTOR's insurance, including all endorsements, shall be primary to any coverage available to AGENCY. Any insurance or self-insurance maintained by AGENCY and/or its officers, employees, agents, or volunteers, shall be excess of CONTRACTOR's insurance and shall not contribute with it.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective

subsidiaries, affiliates, members, directors, officers, subcontractors (including governmental agencies), suppliers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT. Indemnification includes, but is not limited to, all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses arising out of, in connection with, resulting from or related to changes to the natural environment or environmental harms caused in whole or in part by work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from, or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

AGENCY may request a deposit for defense costs from CONTRACTOR with respect to a claim. If AGENCY requests a defense deposit, CONTRACTOR shall provide it within 15 days of the request.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported

assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. All disputes arising out of this AGREEMENT are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.

B. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

C. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

D. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent CONTRACTOR

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes, and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the addresses listed on the Contract Agreement.

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents, or other written material ("written products" herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR 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 CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

C. The 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 at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. 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).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term,

covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. 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 of 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 of all of such other rights, powers, or remedies.

F. CONTRACTOR 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 AGENCY 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 CONTRACTOR 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 AGENCY. 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 AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

BUY AMERICA REQUIREMENTS

§ 635.410B
(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:
(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.
(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.
(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;
(i) The application of those provisions would be inconsistent with the public interest; or
(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.
(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.
(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

FEDERAL-AID CONSTRUCTION CONTRACTS (OTHER THAN APPALACHIAN CONTRACTS)AUTHORITY: 23 U.S.C. 114 and 315; 49 CFR 1.48.

Source:52 FR 36920, Oct. 2, 1987, unless otherwise noted.

§ 633.101Purpose. To prescribe for Federal-aid highway proposals and construction contracts the method for inclusion of required contract provisions of existing regulations which cover employment, nonsegregated facilities, record of materials and supplies, subletting or assigning the contract, safety, false statements concerning highway projects, termination of a contract, and implementation of the Clean Air Act and the Federal Water Pollution Control Act, and other provisions as shall from time-to-time be required by law and regulation as conditions of Federal assistance.

§ 633.102 Applicability.(a) The required contract provisions and the required proposal notices apply to all Federal-aid construction contracts other than Appalachian construction contracts.(b) Form FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," contains required contract provisions and required proposal notices that are required by regulations promulgated by the FHWA or other Federal agencies. The required contract provisions of Form FHWA-1273 shall be physically incorporated in each Federal-aid highway construction contract other than Appalachian construction contracts (see § 633.104 for availability of form).(c) [Reserved](d) The required contract provisions contained in Form FHWA-1273 shall apply to all work performed on the contract by the contractor's own organization and to all work performed on the contract by piecework, station work, or by subcontract.(e) The contractor shall insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA-1273 and further require their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA-1273.(f) The State highway agency (SHA) shall include the notices concerning certification of nonsegregated facilities and implementation of the Clean Air Act and Federal Water Pollution Control Act, pursuant to 40 CFR part 15, in all bidding proposals for Federal-aid highway construction projects. As the notices are reproduced in Form FHWA-1273, the SHA may include Form FHWA-1273 in its entirety to meet this requirement.

[52 FR 36920, Oct. 2, 1987, as amended at 69 FR 7118, Feb. 13, 2004]

§ 633.103 Regulatory authority. All required contract provisions contained in Form FHWA-1273 are requirements of regulations promulgated by the FHWA or other Federal agencies. The authority for each provision will be cited in the text of Form FHWA-1273.

§ 633.104 Availability.(a) Form FHWA-1273 will be maintained by the FHWA and as regulatory revisions occur, the form will be updated.(b) Current copies of Form FHWA-1273, Required Contract Provisions, will be made available to the SHAs by the FHWA.

EQUAL OPPORTUNITY CLAUSE

§ 60-1.4

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action 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; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action 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; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

AFFIRMATIVE ACTION REQUIREMENTS

Refer to Code of Federal Regulations, Title 41 – Public Contracts ad Property Management, Chapter 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-4 Construction Contractors – Affirmative Action Requirements

FEDERAL GRANTS AND AGREEMENTS

REFER TO Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at

2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

(End of Attachment A)

(ATTACH TO EXECUTED CONTRACT AGREEMENT)

PAYMENT BOND

NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROJECT
FAIR OAKS AVENUE (HUNTINGTON DRIVE TO COLUMBIA STREET)
PROJECT SPECIFICATION NO. 2020-02
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

WHEREAS, the City of South Pasadena, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of _____, ($_____.____) Dollars, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF 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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (SEAL)

FAITHFUL PERFORMANCE BOND

NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROJECT
FAIR OAKS AVENUE (HUNTINGTON DRIVE TO COLUMBIA STREET)
PROJECT SPECIFICATION NO. 2020-02
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS That _____, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF SOUTH PASADENA, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of _____, ($_____.____) Dollars, which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROJECT NO. 2020-02, CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF 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, _____,
(insert name and title of the officer)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (SEAL)

MAINTENANCE BOND

NORTH-SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM DEPLOYMENT PROJECT
FAIR OAKS AVENUE (HUNTINGTON DRIVE TO COLUMBIA STREET)
PROJECT SPECIFICATION NO. 2020-02
IN THE CITY OF SOUTH PASADENA, CALIFORNIA

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of South Pasadena, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____, ($_____.____) Dollars, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise, it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title	_____
	CONTRACTOR's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____
Surety*	Surety Signer's Name / Title	_____
	Surety's Business Name	_____
	Mailing Street Address	_____
	City, State, Zip Code	_____
	Telephone #	_____
	Date:	_____

*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

(EXECUTE IN DUPLICATE)

CERTIFICATE OF 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, _____,
(insert name and title of the officer)
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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (SEAL)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The CONTRACTOR shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: _____

_____
CONTRACTOR's Business Name

By:_____
(Signature)

_____
(Title)

Attest:

By:_____
(Signature)

_____
(Title)

NOTE: See Section 5.4 Insurance of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:_____

Policy Number:_____

Effective Date:_____

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with rating of "A" or higher and a Financial Class VII or higher as established by A.M. Best, or higher rating established by Moody's or Standard & Poor's.**

It is agreed that the <u>City of South Pasadena, its officers and employees,</u> are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

_____
Authorized Insurance Agent

Date:_____

Approved for use on June 7, 2023
294856.v3

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Davis-Bacon and Related Act Provisions
IV. Contract Work Hours and Safety Standards Act Provisions
V. Subletting or Assigning the Contract
VI. Safety: Accident Prevention
VII. False Statements Concerning Highway Projects
VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
X. Certification Regarding Use of Contract Funds for Lobbying
XI. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only).

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor or design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph 2.a. of this section or Section IV, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with 29 CFR part 30, including any amendments thereto.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section III paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (40 U.S.C. sections 14501(d) and 14701 and the Appalachian Regional Commission Code as authorized under 40 U.S.C. section 14302)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City Council Agenda Report

ITEM NO. 13

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/CFO
William Castrillon, Budget and Finance Manager

SUBJECT: **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HINDERLITER DE LLAMAS & ASSOCIATES FOR BUSINESS LICENSE ADMINISTRATION AND SOFTWARE HOSTING SERVICES**

Recommendation

It is recommended that the City Council:

1. Waive formal bidding process and approve a five-year Professional Services Agreement with Hinderliter de Llamas & Associates (HDL) to provide business license administration and related software hosting services in an amount not to exceed $400,000 based on recent formal competitive solicitations by other cities for similar services.
2. Authorize the City Manager, or designee, to execute the Professional Services Agreement with HDL.

Executive Summary

Staff recommends that the City Council approve a new five-year agreement with Hinderliter de Llamas & Associates (HDL) for business license administration and related software hosting services in an amount not to exceed $400,000. As part of the procurement evaluation, City staff reviewed recently competitively solicited contracts awarded to HDL by the Cities of Ojai and Roseville for comparable services. These agreements provided additional reference points for assessing HDL's qualifications, service capabilities, and pricing to ensure the City is receiving service at a competitive price.

The City has maintained a contractual relationship with HDL since 2018, with subsequent amendments extending the existing agreement through October 2026. In addition to business license administration, HDL provides the City with Utility Users Tax management, Sales, Use and Transaction Tax audit services, and Property Tax consulting and auditing services.

The proposed agreement allows the City to maintain its existing business license administration platform and services while ensuring continuity of operations. The five-year agreement represents an average annual cost of approximately $80,000, which is generally consistent with the City's historical expenditures, while accounting for anticipated Consumer Price Index (CPI) increases.

Background
On November 18, 2018, the City initially entered into an agreement with Hinderliter de Llamas and Associates (HDL) for $39,000 annually for the provision of services, with an initial contract extending through October 2021.

In January 2022, the City Council approved the first amendment in the amount of $40,950, extending the contract through October 2023.

In September 2023, the City Council approved the second amendment in the amount of $75,000 and extended the contract through October 2024.

In November 2024, the City Council approved a Third Amendment in the amount of $122,300 and extended the agreement through October 2026. Although the $122,300 represented the cost of one year of services, the contract extension covered a two-year period.

Analysis
Many California cities contract with specialized firms to administer their business license tax programs because the work takes dedicated staff, specialized technology, and technical expertise that are hard to maintain in-house. These firms handle registration and annual renewals, billing and payment processing, customer service, delinquency follow-up, and collection and remittance of the State disability access (SB 1186) fee, so municipal staff can focus on core finance functions. Contract administrators also provide online portals for applications and payments. They use third-party data sources, including state tax and licensing records, to identify businesses that are operating without a license or under-reporting gross receipts, which helps the tax be applied consistently and fairly to all businesses. The City currently contracts with HdL Companies (HdL) for business license tax administration.

Procurement Process
To evaluate the proposed agreement, City staff reviewed two recently awarded contracts for similar services that were competitively solicited and awarded to HDL by the Cities of Ojai and Roseville. These agreements provide additional reference points for evaluating HDL's qualifications, service capabilities, and pricing in relation to comparable municipal services.

City	Management Fee	Annual CPI Increase	Discovery Fee	Collection Service Fees	Audit Service Fees
South Pasadena	*$19.51*	*2% - 10%*	*35% of Revenue*	*25% of revenue*	*40% of revenue*
Roseville	$15.41	2% - 10%	35% of Revenue	25% of revenue	35% of revenue
Ojai	$23.00	2% - 10%	35% of Revenue	25% of revenue	40% of revenue

The City's proposed agreement with HDL is competitively priced when compared to the agreements recently awarded by the Cities of Roseville and Ojai for similar business tax administration services. South Pasadena's proposed management fee of $19.51 falls between Roseville's fee of $15.41 and Ojai's fee of $23.00, demonstrating that the City's pricing is within the range of comparable municipal contracts. Additionally, all three agreements provide for the same annual CPI adjustment of 2% to 10%, a discovery fee of 35% of revenue, and collection service fees of 25% of revenue. South Pasadena's proposed audit service fee of

40% is consistent with Ojai's agreement and only slightly higher than Roseville's 35% fee.

Based on this comparison, HDL's proposed pricing is generally consistent with the rates negotiated by other municipalities. Staff therefore recommends proceeding with HDL as the City's business tax consultant, as the agreement provides competitive pricing and access to an experienced firm providing specialized business tax administration, collection, and compliance services to municipalities.

HdL
Founded in 1983, Hinderliter de Llamas & Associates (HdL) specializes in maximizing local government revenues through revenue allocation audits, analytical services, and proprietary software solutions. The firm provides comprehensive municipal revenue services covering business license taxes, transient occupancy (lodging) taxes, sales and use taxes, transaction and use taxes, cannabis taxes, utility users' taxes, and other locally administered revenues.

HdL maintains one of the largest privately held databases of sales, property, and business tax information in California. These proprietary data resources provide a foundation for identifying emerging economic trends, analyzing revenue performance, and developing more accurate revenue projections to support municipal budgeting and financial planning.

HdL's systematic and coordinated approach to revenue management, tax administration, and economic data analysis is currently utilized by more than 900 public agencies nationwide.
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HDL has developed familiarity with the City's business license operations, historical records, revenue administration processes, and reporting requirements through its ongoing contractual relationship with the City. Continuing with HDL allows the City to retain its established software platform and avoid the potential administrative and operational challenges associated with transitioning to a new provider. Such a transition could require data migration, system configuration, staff training, and adjustments to existing business licensing procedures, potentially resulting in additional costs and temporary disruptions to service delivery.

Contract Amount and Cost Considerations
The proposed agreement establishes a five-year contract term with a total expenditure amount not to exceed $400,000, equivalent to an average annual cost of approximately $80,000. Based on the evaluation of the competitively bid proposals recently received by similar cities, staff recommends approving the proposed contract. If City Council approves the proposed agreement, staff will conduct a procurement review toward the end of the contract term and consider a formal request for proposal process at that time.

Fiscal Impact
The proposed five-year Professional Services Agreement establishes a total expenditure limit of $400,000, or $80,000 per year. There are sufficient funds in the FY 2026/2027 budget in 101-3010-3011-8170-0000 for the current year expenses. No additional funds are needed. Expenditure for future years will be funded through the City's operating budget, subject to annual budget appropriations and the availability of funds.

Attachment:
Attachment No. 1 - HDL-Software Contract for Business License Processing

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

City of South Pasadena /Hinderliter de Llamas & Associates

1. IDENTIFICATION

This Professional Services Agreement ("Agreement") is entered into as of November 18, 2026, by and between the City of South Pasadena, a California municipal corporation ("City"), and Hinderliter de Llamas & Associates ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Business license administration and software hosting services.

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": Attached hereto as Exhibit A and incorporated herein by this reference**.**

3.2. "Agreement Administrator": The Agreement Administrator for this project is Nick Kimball, Assistant City Manager/CFO. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

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

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Four Hundred Thousand Dollars ($400,000).

3.5. "Commencement Date": November 1, 2026

3.6. "Termination Date": June 30, 2031.

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 16 ("Termination") below. The term of this Agreement will be five (5) years beginning on November 1, 2026.

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 expenditure 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. Josh Davis, Assistant Director, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

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

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

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

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

6. SUBCONTRACTING

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

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

6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. 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 A. 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 services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

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

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

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

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

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, 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. This does not include any software, programs, methodologies or systems used in the creation of such work product, nor does it include any drafts, notes or internal communications prepared by Consultant in the course of performing the Services that were not otherwise provided to City in either hardcopy or electronic form, all of which may be protected by Consultant or others' copyrights or other intellectual property.

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 and hold harmless the 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. Notwithstanding anything to the contrary, in no event will Consultant be (a) liable for claims, liabilities or damages (i) that could not reasonably have been foreseen upon entry into this Agreement; (ii) arising from any action or inaction by Consultant in response to specific direction from City; (iii) in connection with any City monies not collected by Consultant; nor (iv) in connection with the issuance, non-issuance or revocation of any registration, license, permit, or exemption; nor (b) required to provide a defense in connection with any indemnification or hold harmless provisions under 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: Software services

- Documentation of Best's rating is acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this

Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

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

12.7. P**rofessional 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 insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City

Todd Hileman, City Manager
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Phone: 626-403-7212
Email: cmoffice@southpasadenaca.gov

If to Consultant

Josh Davis,
HDL
120 S. State College Blvd., Suite 200
Brea, CA 92821
Phone: 714-879-5000

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 213-626-0078

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 45 days' notice.

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

17. INTERPRETATION OF AGREEMENT

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

17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed 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 as of the date first set forth above.

City of South Pasadena

Hinderliter de Llamas & Associates

By:_____
Todd Hileman
City Manager

By:_____
Robert Gray
President

Attest:

By:_____
Nikima S. Newsome
Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Exhibit A

Business License Tax and Fees Administration

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. **Operations Management Services**
   - 1.1. Establish and maintain database of Client businesses.
   - 1.2. Receive and process applications, renewals and payments in a timely fashion.
   - 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
   - 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
   - 1.5. Remit revenue to Client no less than monthly.
   - 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.
2. **Compliance Services:** 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.
   - 2.1. **Discovery Services**
     - 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
     - 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
     - 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
     - 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
     - 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.
   - 2.2. **Collection Services**
     - 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
     - 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
     - 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
     - 2.2.4. Remit revenue to Client no less than monthly.
   - 2.3. **Audit Services**
     - 2.3.1. Identify potential under-reporting and/or misclassified businesses.
     - 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
     - 2.3.3. Submit audit summaries to Client and discuss further actions.
     - 2.3.4. Educate businesses on proper reporting practices.
     - 2.3.5. Invoice and collect identified deficiencies.
3. **Online Payment Processing** – Consultant's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.
   - 3.1. Client Responsibilities

3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by Consultant's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Consultant's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

FEES

4. Operations Management Services

4.1. Fees for performing operations management Services shall be $19.51 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice.

4.1.1. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

4.2. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). All such expenses only apply to out of scope travel and must therefore be pre-approved by Client.

4.3. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

5. Compliance Services

5.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).

5.1.1. Fees for performing discovery Services shall be a contingency Fee of 35% of the revenues received as a result of the Services.

5.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.

5.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.

5.1.4. Fees for performing audit Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.

5.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the

business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.

5.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

5.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by Client.

5.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.

6. Payment Processing – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.

6.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.

6.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

6.1.2. ACH/eCheck processing - $2.50 per transaction

6.2. Client funded

6.2.1. Credit and debit card processing – 2.9% of transaction amount

6.2.2. ACH/eCheck processing - $0.75 per transaction

6.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

6.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

7. Other Services

7.1. Council meeting – Fee for Consultant to attend a council meeting is $2,500.00.

7.2. Hourly rates – Consultant's current hourly rates are as follows:

7.2.1. Principal - $325/hr

7.2.2. Programmer - $295/hr

7.2.3. Senior Analyst - $245/hr

7.2.4. Analyst - $195/hr

City Council Agenda Report

ITEM NO. 14

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager
William Castrillon, Budget and Finance Manager

SUBJECT: **CONSIDERATION TO AUTHORIZE BARCLAYS CAPITAL INC., TO PROVIDE UNDERWRITING SERVICES IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING 2016 WATER REVENUE BONDS**

Recommendation

It is recommended that the City Council:

1. Authorize Barclays Capital Inc. to provide underwriting services in connection with a potential refunding of the City's outstanding 2016 Water Revenue Bonds, for a contingent fee of $67,390 payable solely from bond proceeds upon the successful closing of a refunding transaction; and
2. Authorize the City Manager to execute any documents related to their engagement and fees in a form and manner approved by the City Attorney.

Executive Summary

Following a competitive procurement process, staff recommends the City Council authorize Barclays Capital Inc. to provide underwriting services in connection with a potential refunding of the City's outstanding 2016 Water Revenue Bonds. Barclays provides a full range of public finance and capital markets services to governmental and public-sector clients, including financial advisory services, municipal bond underwriting, sales and trading, credit and structured finance solutions, investor marketing, and financing strategy. Its Public Finance Department consists of approximately 125 banking professionals, including 14 based in California, supported by a dedicated municipal underwriting, sales, trading, analytics, and research team.

Background

In May 2009, the City issued $43,405,000 Water and Wastewater Revenue Bonds to finance certain capital improvements to the City's water system and construct two water storage reservoirs.

In November 2016, the City issued $37,845,000 Water Revenue Refunding Bonds to refund all of the outstanding 2009 Water Revenue Bonds. The 2016 series carries an average coupon of approximately 4.23%. These bonds become callable after 10 years, with the first call opportunity in October 2026.

On March 26, 2026, the Finance Commission received an informational presentation on the

City's fund structure, including an overview of Enterprise Fund operations and significant ongoing efforts. As part of that presentation, the Commission received a preliminary analysis of a potential refunding of the 2016 bonds. Following discussion, the Finance Commission reached consensus directing staff to present the opportunity to City Council and seek direction on whether to proceed with a formal procurement process.

On May 6, 2026, the City Council directed staff to proceed with a competitive procurement for municipal advisory services to evaluate and execute a refunding of the outstanding Water Revenue Bonds, if market conditions support it.

On September 2, 2026, City Council awarded the professional services agreement for Municipal Advisors Services to Urban Futures, Inc. ("UFI") after a formal RFP process.

On October 5, 2026, the City's Municipal Adviser, UFI, in coordination with City staff, issued a RFP for Underwriting Services.

On October 21, 2026 City Council awarded a professional service agreement to Stradling, Yocca, Carlson & Rauth LLP ("Stradling") to provide Bond Counsel Services after a formal RFP process.

Analysis
A municipal bond underwriting firm provides professional financial and capital markets services to assist the City in issuing and selling municipal bonds to investors. The underwriter works closely with the City, its financial advisor, bond counsel, and other financing professionals to develop and execute the bond sale. Services generally include evaluating market conditions and investor demand, recommending bond pricing strategies, reviewing proposed bond structures and maturity schedules, developing marketing strategies, and coordinating investor outreach.

The underwriting firm is responsible for purchasing the bonds from the City and reselling them to investors, either through a negotiated or competitive sale. Additionally, the underwriter assists with establishing final interest rates, yields, and bond pricing, coordinating the allocation and distribution of bonds, and facilitating the transaction through closing. For a bond refunding, the underwriter also evaluates market opportunities, recommends the timing of the sale, and develops pricing strategies intended to achieve favorable financing terms and maximize potential debt-service savings for the City.

The City currently has two series of outstanding water revenue bond debt: the 2013 Water Revenue Bonds, which carry an average coupon rate of approximately 3.13% and are currently callable, and the 2016 Water Revenue Refunding Bonds, which carry an average coupon rate of approximately 4.23%. The outstanding principal balance of the 2016 bonds was approximately $30.4 million as of June 30, 2025. The 2016 bonds became callable in October 2026.

The potential refunding of the 2016 bonds presents an opportunity for the City to evaluate whether current market conditions would allow the City to refinance its outstanding debt and generate savings for the Water Fund.

Procurement Process
To evaluate the potential refunding opportunity and identify a qualified underwriting firm, City

staff issued a Request for Proposals (RFP) for Underwriting Services through Planet Bids on October 5, 2026. The solicitation required firms to provide underwriting services on a contingent-fee basis, with compensation payable solely from bond proceeds upon the successful closing of a refunding transaction. No fee would be owed if the transaction does not close.

By the October 22, 2026 submission deadline, the City received proposals from the following nine firms (listed alphabetically):

FIRM	COST PROPOSAL
Barclays	$67,390
Blaylock Van	$100,000
Cabrera	$82,800
Piper Sandler	$79,600
Ramirez	$107,100
Raymond James	$80,000
San Blas Securities	$89,000
Siebert	$110,030
Stifel	$104,200

A Rating Panel consisting of the Assistant City Manager/Chief Financial Officer, Budget and Purchasing Manager, City Treasurer, and UFI evaluated the proposals. The evaluation considered the firm's qualifications and relevant experience, qualifications and experience of key personnel, proposed approach and understanding of the scope of services, fee proposal, and client references, among other factors.

Following its review and evaluation, the Rating Panel recommends awarding the Underwriting Services agreement to Barclays Capital Inc. The firm was selected based on its qualifications, relevant municipal underwriting experience, proposed approach, breadth of services, and overall value to the City.

The firm's proposal, including its proposed fee, is included as Attachment No. 1.

Barclays Capital Inc.
Barclays Capital Inc. (BCI) is a full-service investment banking and registered securities broker-dealer and an indirect subsidiary of Barclays PLC. Registered in California since 1998, Barclays maintains a significant presence in the state, including offices in Los Angeles and San Francisco.

Barclays provides a full range of public finance and capital markets services to governmental and public-sector clients, including financial advisory services, municipal bond underwriting, sales and trading, credit and structured finance solutions, investor marketing, and financing strategy. Its Public Finance Department consists of approximately 125 banking professionals, including 14 based in California, supported by a dedicated municipal underwriting, sales, trading, analytics, and research team.

The firm has extensive experience serving California public agencies, particularly in the water, wastewater, and utility sectors. Recent engagements include financings for the City of San Bernardino Municipal Water Department, California Department of Water Resources, East Bay Municipal Utility District (EBMUD), and San Francisco Public Utilities Commission (SFPUC).

With broad institutional investor relationships, substantial underwriting capacity, and significant experience with California utility issuers, Barclays is well positioned to support municipal bond financings and refunding transactions. The firm emphasizes competitive pricing, strong market distribution, and efficient transaction execution to help public agencies achieve favorable financing outcomes.

Fiscal Impact
Barclays Capital Inc compensation for Underwriting Services is $67,300 and is structured on a contingency-fee basis and is payable solely from bond proceeds upon the successful closing of a refunding transaction. No fee is owed to Barclays Capital Inc, and there is no impact to the Water Fund's operating budget, if a refunding transaction does not close for any reason, including a City election not to proceed, failure to achieve the minimum net present value savings threshold, or adverse market conditions.

Commission Review and Recommendation
The Finance Commission has not reviewed this matter

Attachment:
Attachment No. 1 - Barclays Proposal

Response to Request for Proposals
City of South Pasadena
Request No. CM26-04
For
Underwriter for 2026 Water Revenue Refunding Bonds

October 22, 2026



Section 2: Submittal Requirements
Proposal Content
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Section	Page
Cover Letter	1
• Provide Firm profile; services, founding year, organization type, office locations, and staff size	2
• Financial status: bankruptcy, litigation, claims over $25,000, office changes, mergers/acquisitions	2
• Identify the authorized negotiator and signatory, including company legal name, address, phone, and contact info for negotiation and evaluation	2
• Acknowledge all RFP addenda obligations	2
• Confirm proposal is valid for at least 180 days from submission	2
• Accept or note exceptions to the Sample Professional Services Agreement	2
• Include signature of authorized representative and a statement certifying accuracy of all submitted information	2
Experience	3
• Relevant experience providing the same or similar services described herein	3
• Relevant experience as senior managing underwriter of water and sewer revenue bonds in California since January 1, 2020	3
• Knowledge of and experience in working on relevant projects; include recent experience and performance with a similar scope transaction, including pricing performance (i.e., spread to MMD)	4
• Innovative approaches/enhancements for similar projects	4
• Demonstrated record of meeting budget, scope and schedule	4
Proposed Staffing and Project Organization	7
• Describe organization and management approach	7
• Identify key personnel: education, credentials, experience, availability, current workload	8
• Include resumes (max 2 pages each) for key staff	8
• Provide names, roles, current assignments, and commitment levels	8
• Include a brief narrative on key staff's specialized skills	8
• Submit an organizational chart with all personnel and subconsultants	8
• Identify subcontracted functions and corresponding subconsultants if known	-
Relevant Qualifications and References	10
• Provide references from Local Public Agencies (LPAs) who are knowledgeable about cited projects; include contact details	10
• Detail experience with federal, state, and local codes, standards, and procedures, with example projects	10
• Highlight qualifications relevant to the scope of work	10
• Propose procedural or technical enhancements that align with project objectives	10
Structuring and Marketing Approach	11
• Describe the approach to securing a credit rating for the City's financing, including a discussion of the following:	11
o How you present and communicate the City's credit story to the rating agencies	11
o Recommendations for strengthening the City's credit profile	12
o Preliminary estimate of the credit rating you expect for the financing	12
• Describe the outlook for tax-exempt municipal bond rates, and how the firm manages volatility between the time of selection and pricing	13
• Provide a savings analysis for refunding the City's outstanding Series 2016 Bonds based on current market conditions and a December 2026 closing date. Include:	14

Section 2: Submittal Requirements
Proposal Content
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Section	Page
o Maturity-by-maturity analysis showing which maturities generate positive savings and the savings associated with each	15
o Comparison of partial refunding of maturities (through 2036) versus a full refunding of all eligible maturities	16
o Discussion of structuring considerations affecting the refunding strategy and savings	16
• Describe anticipated marketing challenges and strategy for the City's financing under current market conditions; identify the types of investors you would target	18
Fee Proposal	21
• Provide the total not-to-exceed underwriting compensation for serving as underwriter on the City's proposed water revenue refunding bond issuance, currently anticipated to have a par amount of approximately $20 million to $30 million	21
• Clearly identify all components of your proposed compensation, including assumptions used in developing your proposal. At minimum, provide the following:	21
o Proposed takedowns	21
o Management fee, if any	21
o Underwriter's expenses	21
o Proposed underwriter's counsel	21

Appendices	
A. Litigation Disclosure	A-1
B. Exceptions to Sample Professional Services Agreement	B-1
C. Barclays Water/Sewer Transaction Experience	C-1

Carmen Vargas
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(310) 481-4929
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Director
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San Francisco, CA 94111
(415) 274-5395
kristina.huhn@barclays.com

October 22, 2026

Joan M. Powe
Procurement Contracts Administrator
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Phone: 626-403-7316
Email: jpowe@southpasadenaca.gov

Dear Ms. Powe:

On behalf of Barclays, we are pleased to submit our Response to the City of South Pasadena's (the "City") RFP (Request No. CM26-04) for Underwriter for 2026 Water Revenue Refunding Bonds. We believe Barclays is well positioned to serve as underwriter for this transaction, supported by our deep and recent experience with water utility issuers, top ranking distribution capabilities, collaborative approach, and strong municipal market presence that enables efficient execution in challenging market conditions. Our team's California and water/sewer experience is complemented by the firm's disciplined commitment to delivering the same level of focus and attention to detail on every transaction, regardless of size.

Firm Profile. Barclays Capital Inc. ("Barclays" or "BCI") is a full-service investment banking and registered securities broker-dealer incorporated in Connecticut in 1980. BCI is wholly owned by Barclays Group US Inc. and is an indirect wholly owned subsidiary of Barclays PLC. Barclays employs more than 101,000 professionals worldwide, including more than 11,400 in the United States, with office locations in Los Angeles, San Francisco, New York (US Headquarters), Atlanta, Boston, Chicago, Houston, Seattle and Washington D.C. In California, Barclays has approximately 130 professionals across Los Angeles and San Francisco. BCI has been registered as a broker-dealer in California since July 1998 and Barclays entered the municipal underwriting business following its acquisition of certain Lehman Brothers assets in September 2008.

Barclays provides a comprehensive range of public finance and capital markets services to governmental and public-sector clients. Our Municipal Product Division integrates Public Finance banking with underwriting, sales, trading and research, structured products, and credit products, providing clients with a coordinated platform encompassing financing strategy, structuring, capital markets execution, investor marketing and balance-sheet solutions. The Public Finance Department includes 125 banking professionals, including 14 based in California, complemented by a 38-member municipal underwriting, sales, trading, analytics and research team located in New York.

Recent and Upcoming CA Experience. Our recent experience includes leading California water and sewer transactions on behalf of the City of San Bernardino Municipal Water Department where we sole managed a $35.755 million Water Revenue Refunding Bonds, Series 2026 in August 2026. In February 2026, Barclays served as bookrunning joint senior manager for the California Department of Water Resources' $546.1 million Central Valley Project Water System Revenue Bonds. Barclays was also recently appointed as senior manager for the East Bay Municipal Utility District's (EBMUD) 2027 Series AB Water System Revenue and Refunding Bond Financing, with an approximate par of $700 million. Additionally, this quarter, Barclays is engaged in a direct purchase for the San Francisco Public Utilities Commission's (SFPUC) water and power refunding of outstanding BABs and was recently appointed as senior manager for the SFPUC's $788 million Wastewater Revenue Bonds, 2027 Series E anticipated to price in November 2027.

Experienced Team. **Carmen Vargas, *Managing Director,*** and **Kristina Huhn, *Director,*** will co-lead the Barclays team, bringing decades of experience serving California and western region issuers as underwriter, commercial paper dealer, and remarketing agent. Their experience includes work with the City of San Bernardino Municipal Water Department, SFPUC, EBMUD, Metropolitan Water District of Southern California, the Los Angeles

Department of Water and Power (LADWP), City of Los Angeles, City of Riverside, City of Richmond, City of Rialto, Santa Clara Valley Water District, West Basin Municipal Water District, Yorba Linda Water District, and California Department of Water Resources, among others, many of which are repeat clients that reflect the strength of Barclays' longstanding coverage and service. **Dan Blankenship, *Managing Director and Head of Municipal Underwriting,*** will serve as lead underwriter for the City's financing, supported by Barclays' experienced California banking team, long-tenured New York-based underwriting and sales professionals, and state and national water and combined utility platform. Together, this team provides the experience, distribution capabilities, and capital resources necessary to support a successful execution of the City's refunding.

Bond Distribution Capabilities and Pricing Performance. As the #4 ranked underwriter of global fixed income debt over the past decade, Barclays offers unparalleled distribution capabilities. Barclays' municipal sales force has relationships with over 1,000 institutional accounts that include the most active professional retail, bond funds, insurance companies, banks, and trust accounts who are most likely to purchase the City's refunding bonds. Further, our sales capabilities and investor targeting approach has translated into actual interest savings for our clients. Based on an analysis of data compiled over the last six years, Barclays' senior managed transactions on average have resulted in a lower "new issue concession" (difference between the actual yield on the bonds versus the yield at which the bonds trade in the secondary market), translating to more savings on average for our clients than issues priced by our competitors.

Comprehensive Structuring and Credit Strategy. Barclays has developed a tailored plan of finance to maximize savings to the City and deliver the refunding in a prudent and cost-effective manner. Under current market conditions, our plan contemplates a matched maturity structure combined with uniform savings to provide consistent budgetary benefit over time. We have incorporated a standard 10-year par call to maintain future flexibility. Barclays has extensive experience evaluating bond insurance cost-benefits, optimizing savings, and assessing alternative call dates, all of which we discuss in detail herein. Since S&P affirmed the City's water system revenue refunding bonds at A+/Stable in September 2026, we believe another near-term update is unlikely; however, Barclays will work with the City to enhance its rating agency strategy and strengthen ongoing credit engagement.

Financial Status. Barclays possesses the financial resources and capital capacity necessary to perform the services contemplated by this RFP. BCI maintains the required regulatory capital. With respect to bankruptcy, material office changes, mergers or acquisitions, and claims above $25,000, and litigation, please reference **Appendix A**.

Authorized Negotiator and Signatory. Barclays designates Carmen Vargas, *Managing Director,* as its authorized representative for purposes of negotiating the proposal, responding to questions during the evaluation process and, as applicable, executing documents on behalf of the Firm.

Sample Professional Services Agreement. Please see **Appendix B** for some proposed exceptions to the Sample Professional Services Agreement.

Authorized Negotiator and Signatory
Carmen Vargas, Managing Director
Barclays Capital Inc.
10250 Constellation Blvd, Ste. 750
Los Angeles, CA 90067
310-481-4929
carmen.vargas@barclays.com

Other Required Information. Barclays acknowledges all RFP addenda obligations and confirms that the proposal is valid for at least 180 days from submission. The signature of Carmen Vargas, *Managing Director,* is included at the end of the cover letter as confirmation certifying the accuracy of all submitted information.

We sincerely appreciate the opportunity to respond to this RFP. Please let us know if you have any questions or need additional information.

Sincerely,

Carmen Vargas
Managing Director

Kristina Huhn
Director

Experience

Water and Sewer Experience. Barclays is a leader in structuring and marketing municipal water and sewer debt financings, bringing significant utility expertise that is directly applicable to the City. Since January 1, 2020, Barclays has senior or co-senior managed 59 water/sewer financings nationwide totaling approximately $18.3 billion and served as co-manager on an additional 54 financings totaling $20.6 billion. For a full list of Barclays' transaction experience, please see **Appendix C**.

Barclays' Water and Sewer Negotiated Transaction Experience Since 2020

	Senior/Co-Sr		Co	
	# of transactions	Par ($ mill)	# of transactions	Par ($ mill)
National	59	$18,262	54	$20,637
CA	12	$3,073	14	$4,001

California Water and Sewer Experience. During this same period, Barclays has senior or co-senior managed 12 water/sewer financings in California with a par amount of $3.1 billion and served as co-manager on 14 transactions totaling $4.0 billion in par. Our recent experience includes underwriting California water and sewer transactions on behalf of the City of San Bernardino Municipal Water Department, SFPUC, California Department of Water Resources (DWR), LADWP, City of Los Angeles Wastewater System, Santa Clara Valley Water District, West Basin Municipal Water District, Metropolitan Water District of Southern California, EBMUD, City of Richmond, City of Rialto, and Yorba Linda Water District, among others. Many of these issuers are repeat clients, demonstrating the strength and depth of Barclays' water and sewer experience. Barclays is currently engaged in a direct purchase for SFPUC's water and power refunding of outstanding BABs. Additionally, Barclays was recently appointed as senior manager for EBMUD's $700 million Water System Revenue and Refunding Bonds, 2027 Series AB, and as senior manager for SFPUC's $788 million Wastewater Revenue Bonds, 2027 Series E, both anticipated to price in 2027. Barclays' strengths are reflected in engagements where we operate as an integrated member of the financing team, aligning our resources to deliver a tightly coordinated and efficient pricing outcome. We work with issuers of all sizes—from large, frequent borrowers to smaller, less frequent agencies—and bring the same level of focus, senior attention, and execution discipline to each transaction. Because our bankers and underwriters typically manage fewer mandates than many regional peer underwriters, clients benefit from a highly attentive, hands-on banking team tailored to their specific needs. **Barclays executes across a broad range of deal sizes and applies a consistent, rigorous approach to investor targeting and price discovery, regardless of par size.**

Revenue Refunding Experience. Barclays is a leader in structuring and marketing tax-exempt revenue refunding transactions, bringing significant expertise that is directly applicable to the City. Since 2020, Barclays has senior or co-senior managed 49 negotiated tax-exempt revenue refunding transactions in the Western Region totaling approximately $8.1 billion and served as co-manager on an additional 43 transactions totaling $17.8 billion. In California, over the same period, Barclays has senior or co-senior managed 25 negotiated tax-exempt revenue refunding transactions totaling approximately $5.5 billion and co-managed 33 transactions worth $14.7 billion.

Barclays' Tax-Exempt Negotiated Revenue Refunding Experience since 2020

	Sr/Co-Sr		Co	
	#	$ (mill)	#	$ (mill)
Western Region	49	$8,145	43	$17,804
California	25	$5,454	33	$14,650

Exceptional Record of Serving Southern California Issuers. Barclays offers the City a primarily California-based investment banking team that is both easily accessible and fully resourced to deliver an outstanding result. In fact, our recent work with the City of San Bernardino Municipal Water Department, where we successfully priced $35.755 million Water Revenue Refunding Bonds, Series 2026 in August, is a testament to our regional commitment.

Barclays' California Water/Sewer Experience Since 2020

Sale Date	Issuer	Par ($ MM)	Issue	Series	Barclays' Role	Tax Status	Bid Type
*Q4 2027**	*San Francisco City/Co Public Util Comm*	*$788*	*Wastewater Revenue Bonds*	*Series 2027E*	*Senior*	*TE*	*N*
*Q2 2027**	*East Bay MUD*	*700*	*Water System Revenue and Ref. Bonds*	*2027 Series AB*	*Senior*	*TE*	*N*
*Q4 2026**	*San Francisco City/Co Public Util Comm*	*75*	*Water Revenue Refunding Bonds*	*2026 Series*	*DP*	*TE*	*N*
8/25/2026	Santa Clara Valley Water District	162	Water System Revenue Notes	2026 Series C	Sole	TE	C
8/18/2026	City of San Bernardino Municipal Water Dept.	36	Water Revenue Refunding Bonds	Series 2026	Sole	TE	N
2/10/2026	California Dept of Wtr Resources	546	Water System Revenue Bonds	2026 Series A	Sr	TE	N
11/6/2025	Los Angeles Dept Wtr & Pwr (LADWP)	976	Water System Revenue Bonds	2025 Series C	Co-Sr	TE	N

Barclays' California Water/Sewer Experience Since 2020							
Sale Date	Issuer	Par ($ MM)	Issue	Series	Barclays' Role	Tax Status	Bid Type
9/4/2025	Los Angeles Dept Wtr & Pwr (LADWP)	163	Water System Revenue Bonds	Series 2025B	Co	TE	N
8/14/2025	Los Angeles Dept Wtr & Pwr (LADWP)	372	Water System Revenue Bonds	2025 Series A	Co	TE	N
6/5/2025	San Francisco City/Co Public Util Comm	305	SF Water Revenue Bonds	Ser 2025 Subser D	Co	TE	N
6/5/2025	San Francisco City/Co Public Util Comm	133	SF Water Revenue Bonds	Ser 2025 Subser E	Co	TE	N
6/5/2025	San Francisco City/Co Public Util Comm	550	SF Water Revenue Bonds	Ser 2025 Subser F	Co	TE	N
6/3/2025	**Los Angeles City-California**	**518**	**Wastewater Sys Rev Ref Bonds**	**Series 2025-A**	**Co-Sr**	**TE**	**N**
5/6/2025	**East Bay MUD**	**29**	**Wastewater System Rev Bonds**	**Series 2025A**	**Co-Sr**	**TE**	**N**
5/6/2025	**East Bay MUD**	**48**	**Wastewater Sys Rev Ref Bonds**	**Series 2025B**	**Co-Sr**	**TE**	**N**
4/3/2025	San Francisco City/Co Public Util Comm	468	San Francisco Water Rev Bonds	2025 Sub-Ser A	Co	TE	N
4/3/2025	San Francisco City/Co Public Util Comm	55	San Francisco Water Rev Bonds	2025 Sub-Ser B&C	Co	TE	N
9/18/2024	**So California Metro Water Dt**	**150**	**Subordinate Water Rev Ref Bonds**	**2024 Series D**	**Sr; RA; CE**	**TE**	**N**
9/4/2024	**So California Metro Water Dt**	**214**	**Water Revenue and Refunding Bonds**	**2024 Series C**	**Sr**	**TE**	**N**
2/7/2024	East Bay MUD	245	Water System Revenue Bonds	Series 2024A	Co	TE	N
2/7/2024	East Bay MUD	181	Water System Rev Ref Bonds	Series 2024B	Co	TE	N
6/6/2023	So California Metro Water Dt	258	Water Rev and Ref Bonds	2023 Series A	Co	TE	N
12/8/2022	**Los Angeles Dept Wtr & Pwr (LADWP)**	**400**	**Water System Revenue Bonds**	**2022 Series D**	**Sr**	**TE**	**N**
7/20/2022	**Yorba Linda Water Dt**	**32**	**Financing Auth Rev Bonds**	**Series 2022A**	**Sole**	**TE**	**N**
5/12/2022	San Francisco City/Co Public Util Comm	137	Wastewater Revenue Ref Bonds	Series 2022 B	Co	TE	N
2/2/2022	**West Basin Municipal Water Dt**	**24**	**Refunding Revenue Bonds**	**Series 2022A**	**Sole**	**TE**	**N**
6/9/2021	West Basin Municipal Water Dt	75	Refunding Revenue Bonds	Series 2021 A	Co	TE	N
1/15/2021	**Los Angeles Dept Wtr & Pwr (LADWP)**	**100**	**Water Sys Var Rate Demand Bonds**	**2021 Series A-1**	**Sole**	**TE**	**N**
7/29/2020	California Dept of Wtr Resources	544	Water System Revenue Bonds	Series BB	Co	TE	N
7/29/2020	California Dept of Wtr Resources	515	Water System Revenue Bonds	Series BC	Co	TX	N
Total[1]	**26 Deals**	**$7,074**					

***Bolded:** Sr = Senior-Managed, Co-Sr = Co-Senior, DP = Direct Purchaser*
RA = Remarketing Agent, CE = Credit Enhancer, Co = Co-Managed
TE = Tax-Exempt, TX = Taxable, N = Negotiated, C = Competitive
[1]Total does not include upcoming deals or competitive deals

Recent Case Studies. Our recent experience provides valuable insight into structuring, marketing, and pricing comparable financings, including achieving competitive spreads to MMD across varying market environments. Barclays has a demonstrated record of bringing innovative approaches to complex financings while keeping transactions on budget, on scope and on schedule. Our recent work with the City of San Bernardino Municipal Water Department is particularly relevant given its similar transaction size, rating profile and current-refunding structure. Barclays evaluated multiple financing alternatives, including insurance and escrow options, and ultimately moved forward without an escrow based on market conditions at pricing. We also supported the rating presentation, helping secure a rating upgrade, presented to the Board, developed not-to-exceed sizing parameters and accelerated pricing to take advantage of favorable market conditions. During execution, Barclays used its balance sheet to underwrite certain maturities and help support the transaction. Our work with the California Department of Water Resources provides another example, where Barclays helped establish the bonds under a new indenture and achieved strong pricing results, including term bonds priced through MMD. Together, these transactions demonstrate our ability to identify meaningful financing enhancements, respond quickly to changing market conditions and successfully execute complex transactions within the required budget, scope and schedule.

Case Study: City of San Bernardino Municipal Water Department. On August 18, 2026, Barclays sole managed $35.755 million Water Revenue Refunding Bonds, Series 2026 on behalf of the City of San Bernardino Municipal Water Department. The Bonds represented the Department's first direct issuance of water system revenue bonds, transitioning from its prior conduit financing structure by refunding the California Municipal Finance Authority Water Revenue Bonds, Series 2016 (City of San Bernardino Water Department Water Facilities Project). Given the strength of the Department's credit profile, Barclays recommended issuing the Bonds without a debt service reserve fund or bond insurance, reducing borrowing costs while maintaining broad market acceptance. The Bonds were structured as tax-exempt, fixed-rate serial bonds maturing from 2027 through 2046 with a par call in 2036. In advance of pricing, Barclays worked closely with the Department

and its financial advisor to craft a tailored credit rating discussion highlighting recent credit improvements, helping support S&P's upgrade of the Department's rating to AA- (Stable) from A+ (Positive).

Pricing Results. The transaction was accelerated by one week following softer-than-expected inflation data and strong August reinvestment flows that provided investors with significant cash to deploy. During a busy week featuring approximately $4.6 billion of California supply, Barclays conducted a robust marketing campaign, including an investor presentation highlighting key strengths of the credit. On the day of pre-marketing, MMD yields increased 1 to 6 basis points from the prior read, led by the long end of the curve, before rising another 5 to 7 basis points on pricing day as markets reacted to developments in Iran ceasefire negotiations. Despite the market weakness, Barclays held preliminary spreads unchanged from pre-marketing levels, demonstrating conviction in the proposed pricing. The transaction generated strong investor interest, with more than 24 investors viewing the POS and roadshow materials and $110.6 million of orders from 25 investors, representing approximately 3.1x oversubscription. Leveraging this demand and disciplined execution, Barclays' pricing strategy enabled spreads to be tightened by up to 14 basis points from pre-marketing levels, resulting in negative spreads to MMD across maturities from 2027 through 2040 and spreads no wider than MMD+4 basis points from 2041 through 2046. Amid weaker demand in the 14- and 17-year maturities, Barclays underwrote $7.405 million of unsold balances at the original spreads, protecting the Department's pricing despite the broader market selloff. Ultimately, the financing generated $3.46 million of gross debt service savings and $2.49 million of net present value savings, equal to 6.40% of refunded par, underscoring Barclays' ability to combine proactive credit positioning, targeted investor marketing, disciplined pricing, and meaningful balance-sheet support to achieve a strong execution for the Department.

Pricing Results:
City of San Bernardino Municipal Water Department

Year	Maturity (8/1)	Final Par ($000)	Call Date	MMD (8/18)	Coupon	Spread	Yield
1	2027	1,065		2.46%	5.00%	-15	2.31%
2	2028	1,120		2.54%	5.00%	-15	2.39%
3	2029	1,180		2.63%	5.00%	-16	2.47%
4	2030	1,240		2.74%	5.00%	-18	2.56%
5	2031	1,300		2.83%	5.00%	-21	2.62%
6	2032	1,375		2.92%	5.00%	-19	2.73%
7	2033	1,440		3.01%	5.00%	-18	2.83%
8	2034	1,515		3.14%	5.00%	-16	2.98%
9	2035	1,590		3.24%	5.00%	-15	3.09%
10	2036	1,675	8/1/2036	3.34%	5.00%	-13	3.21%
11	2037	1,760	8/1/2036	3.44%	5.00%	-8	3.36%
12	2038	1,850	8/1/2036	3.54%	5.00%	-6	3.48%
13	2039	1,945	8/1/2036	3.66%	5.00%	-4	3.62%
14	2040	2,040	8/1/2036	3.75%	5.00%	-1	3.74%
15	2041	2,145	8/1/2036	3.81%	5.00%	1	3.82%
16	2042	2,260	8/1/2036	3.86%	5.00%	3	3.89%
17	2043	2,375	8/1/2036	3.91%	5.00%	4	3.95%
18	2044	2,495	8/1/2036	3.99%	5.00%	4	4.03%
19	2045	2,625	8/1/2036	4.07%	5.00%	4	4.11%
20	2046	2,760	8/1/2036	4.17%	5.00%	4	4.21%

Case Study: California Department of Water Resources. On February 10, 2026, Barclays senior managed $546.1 million State of California Department of Water Resources Central Valley Project Water System Revenue Bonds, 2026 Series A. The bonds were rated Aa1/AA+ and were the first long-term financing issued under DWR's newly established 2026 General Bond Resolution and the first time DWR extended its debt profile beyond a 2035 maturity, effectively introducing a new long-duration credit to investors. The Bonds were issued to refund all outstanding Water Revenue Commercial Paper Notes, fund interest on a portion of the Bonds, and were structured as tax-exempt, fixed-rate serial bonds from 2027 through 2048 with term bonds in 2051 and 2056, each carrying a par call in 2035. In advance of pricing, Barclays worked closely with DWR, the State, its municipal advisor, and bond counsel to optimize the structure and broaden investor appeal, including the addition of serial maturities in 2047 and 2048 to improve distribution across the curve.

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Pricing Results. The transaction priced amid supportive market conditions following a weaker-than-expected retail sales report that drove U.S. Treasury yields lower, particularly on the long end, alongside strong municipal fund inflows and elevated February reinvestment demand. As the largest negotiated California transaction of the week, the deal generated more than $2.7 billion of investor demand—approximately 5.0x oversubscribed—from over 79 accounts, including approximately $616 million of orders during the retail order period. Leveraging strong momentum and disciplined execution, Barclays' pricing strategy enabled spreads to be tightened by up to 10 basis points versus pre-marketing levels, resulting in final pricing with negative spreads to MMD in every maturity, ranging from –40 to –4 basis points. ***Notably, both long-dated term bonds in 2051 and 2056 priced with negative credit spreads to MMD—an outcome achieved by only eight California term bonds of $25 million or more over the past decade***—underscoring the strength of investor demand, the rarity of the result, and Barclays' underwriting performance as Bookrunning Senior Manager.

Pricing Results: California Department of Water Resources

Year	Maturity (12/1)	Final Par ($000)	Call Date	MMD (2/10)	Coupon	Spread	Yield
1	2027	8,215		2.08%	5.00%	-37	1.71%
2	2028	8,635		2.09%	5.00%	-39	1.70%
3	2029	9,070		2.10%	5.00%	-38	1.72%
4	2030	9,520		2.13%	5.00%	-37	1.76%
5	2031	9,990		2.19%	5.00%	-40	1.79%
6	2032	10,485		2.30%	5.00%	-40	1.90%
7	2033	11,010		2.32%	5.00%	-38	1.94%
8	2034	11,560		2.45%	5.00%	-37	2.08%
9	2035	12,135	12/1/2035	2.56%	5.00%	-37	2.19%
10	2036	12,755	12/1/2035	2.66%	5.00%	-35	2.31%
11	2037	13,385	12/1/2035	2.76%	5.00%	-31	2.45%
12	2038	14,060	12/1/2035	2.87%	5.00%	-29	2.58%
13	2039	14,765	12/1/2035	3.05%	5.00%	-23	2.82%
14	2040	15,500	12/1/2035	3.06%	5.00%	-18	2.88%
15	2041	16,275	12/1/2035	3.21%	5.00%	-19	3.02%
16	2042	17,090	12/1/2035	3.34%	5.00%	-14	3.20%
17	2043	17,945	12/1/2035	3.49%	5.00%	-12	3.37%
18	2044	18,835	12/1/2035	3.64%	5.00%	-11	3.53%
19	2045	19,785	12/1/2035	3.80%	5.00%	-11	3.69%
20	2046	20,765	12/1/2035	3.95%	5.00%	-13	3.82%
21	2047	21,810	12/1/2035	4.04%	5.00%	-8	3.96%
22	2048	22,895	12/1/2035	4.10%	5.00%	-6	4.04%
25	2051T	75,785	12/1/2035	4.21%	5.00%	-4	4.17%
30	2056T	153,780	12/1/2035	4.31%	5.00%	-4	4.27%
	Total:	$546,050					

Willingness to Use Capital. At pricing, Barclays is prepared to underwrite any bonds not sold and take them into inventory to support our price views. We believe this commitment to active underwriting is of value to our clients, particularly in these volatile times. By leveraging our deep capital position, Barclays has distinguished itself through our aggressiveness in using our balance sheet to ensure the best possible pricing for our municipal clients. Our excess net capital position allows us to underwrite a municipal transaction up to $44.6 billion (as of August 31, 2026), which ensures we have the wherewithal to hold the City's bonds to ensure aggressive yields. Investors prefer to participate in offerings in which the bookrunner is willing to deploy its balance sheet to preserve the pricing integrity of the order book–because buyers know we will back up our pricing views, we have the necessary credibility to fully champion the City in the marketplace. Unlike some banks, Barclays does not have a policy that limits the allocation of capital to specific businesses, and we routinely use capital to support our pricing beliefs. As a result, the needs of the City and the judgment of our underwriters will drive our willingness to underwrite unsold balances. Additionally, we routinely use our capital to stabilize the secondary market either by purchasing significant blocks of outstanding bonds prior to a new issue pricing or by repurchasing large blocks of bonds following pricing. This is a critical aspect in our ability to deliver best-in-class pricings. When investors perceive that the senior manager is unwilling to offer a liquid secondary market after syndication, the initial pricing is likely to be weaker, particularly in volatile market environments like we currently are in.

Barclays' Select Capital Commitments for Senior Managed Financings

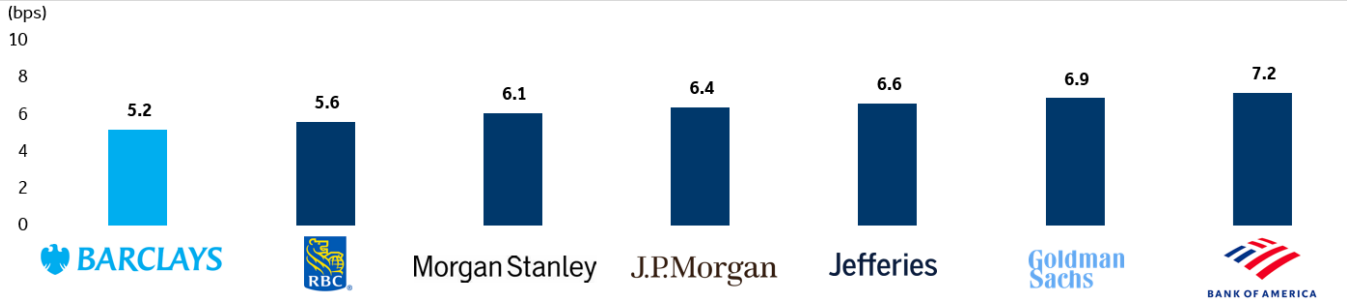
Sale Date	Issuer	Par ($000)	Barclays Committed ($000)	% of Transaction
09/21/2026	CA Municipal Finance Auth. (Monterey Regional Airport Project)	$45,255	$4,045	8.9%
08/18/2026	City of San Bernardino Municipal Water Department[1]	35,755	7,405	20.7%
07/15/2026	Alameda Unified School District	162,555	15,710	9.7%
07/09/2026	Trustees of the California State University	1,806,005	139,780	7.7%
12/17/2025	Centinela Valley Union High School District	45,650	465	1.0%
11/25/2025	Pennsylvania Housing Finance Agency	21,340	3,275	15.4%
11/19/2025	New York City Municipal Water Finance Authority	177,000	30,795	17.4%

Barclays' Select Capital Commitments for Senior Managed Financings				
Sale Date	Issuer	Par ($000)	Barclays Committed ($000)	% of Transaction
06/10/2025	Sacramento Municipal Utility District	100,000	4,775	4.8%
05/22/2025	Emerald People's Utility District	38,325	3,050	8.0%
12/10/2024	Metropolitan Water Reclamation District of Greater Chicago	347,455	8,730	2.5%
08/21/2024	Arizona Industrial Development Authority	15,560	8,100	52.1%
04/17/2024	NYC Municipal Water Finance Auth	788,560	76,500	9.7%
09/28/2023	Public Utility District No. 1 of Snohomish County (WA)	17,885	3,970	22.2%
08/02/2023	City of San Antonio, TX	289,165	106,245	36.7%
	Indicates utility transactions.			

[1]Barclays Committed allotted to investors within 5 days post-pricing day

Barclays' Pricing Prowess. Barclays offers the City the best-in-class pricing execution—supported by data compiled over the last six years—a feature that will help the City secure lower costs of financing. The most important post-sale analysis for determining the performance of an underwriter is the evaluation of "money left on the table" during pricing (in the form of higher bond yields). Generally, after issuance bonds trade on the secondary market at a concession or discount to their fair market value and, as such, often "trade up" after bonds become free to trade once a BPA is signed. The chart here-in illustrates new issue yields relative to secondary market trading yields ("concession") across the leading investment banks operating in the municipal market over the past six years. Barclays' pricing approach has captured maximum value for our clients by consistently pricing new issues aggressively, as shown here-in. Bonds priced by Barclays traded in the secondary market with the smallest new issue concession and closest to the new issue level versus our competitors, thus achieving the tightest new issue pricing spreads. These tight spreads save our issuer clients 1.3-2.6 bps of borrowing costs relative to our competitors. We believe this data helps provide the City with an accurate comparison of execution capabilities across the top underwriters, as it normalizes each issue irrespective of differences in sector, covenants, security, state trading differentials, etc.

Barclays-Led Issues Result in Minimal New Issue Concession (2019-2025)



Source: MSRB Trade Data – 1/01/2019 – 12/31/2025. Tax-Exempt, 5% and greater coupon, 10-year maturities and over, trade size over $1mm. Deal concession reflects MMD spread differential between pricing date and the first secondary customer sale date within 30 days.

Proposed Staffing and Project Organization

Organization and Management Approach. Barclays employs a collaborative, hands-on, data-driven management approach designed to provide the City with seamless execution and clear accountability throughout the financing process. Barclays does not rely on subcontractors to provide the services contemplated under this engagement, and all services will be performed directly by Barclays personnel. Our dedicated day-to-day California-based banking team will serve as the City's primary point of contact, coordinating closely with our New York-based underwriting, syndicate, sales and trading, credit, and quantitative resources. Senior bankers will remain actively involved from initial structuring and financing strategy through investor outreach, pricing, and closing. This integrated approach provides the City with direct access to Barclays' full resources while maintaining efficient communication, defined responsibilities, and continuity throughout the engagement.

Key Personnel. Barclays is committed to providing the full breadth of resources necessary to support the City in executing a successful financing. Our team combines deep experience in water, a strong California presence,

consistent performance in the marketing and sale of California and water-related debt, and an industry-leading municipal trading platform. We are confident in our ability to dedicate the necessary personnel and capital resources to this engagement and will ensure the consistent availability of the staff identified. Our senior team brings both extensive experience and continuity of coverage. **Carmen Vargas**, *Managing Director,* and **Kristina Huhn**, *Director,* will serve as co-lead bankers. **Valentina Rodriguez**, *Assistant Vice President,* and **Sriya Prathuri**, *Analyst,* will provide quantitative and banking support. **Dan Blankenship**, *Head of Municipal Underwriting and Long-Term Underwriting,* and **Taylor Ryan**, *Long-Term Underwriting,* will lead underwriting. A table summarizing the Barclays team is included here-in.

Barclays' Proposed Team			
Name	**Role**	**Location**	**Contact Information**
Carmen Vargas Managing Director	Co-Lead Banking	10250 Constellation Blvd, Ste. 750 Los Angeles, CA 90067	(310) 481-4929 carmen.vargas@barclays.com
Kristina Huhn Director	Co-Lead Banking	4 Embarcadero Center, Ste 2500 San Francisco, CA 94111	(415) 274-5395 kristina.huhn@barclays.com
Valentina Rodriguez Assistant Vice President	Transaction & Quantitative Support	4 Embarcadero Center, Ste 2500 San Francisco, CA 94111	(415) 274-5245 valentina.rodriguez@barclays.com
Sriya Prathuri Analyst	Transaction Support	4 Embarcadero Center, Ste 2500 San Francisco, CA 94111	(650) 289-6012 sriya.prathuri@barclays.com
Daniel Blankenship Managing Director	Head of Municipal Underwriting, Long-term Underwriting	745 Seventh Ave New York, NY 10019	(212) 528-1061 daniel.blankenship@barclays.com
Taylor Ryan Director	Long-term Underwriting	745 Seventh Ave New York, NY 10019	(917) 701-0057 taylor.ryan1@barclays.com

Carmen Vargas, *Managing Director,* brings 28 years of California public finance investment banking experience and leads Barclays' California general government practice. She has served as senior, sole, or co-senior manager on more than 215 financings totaling over $34 billion across state and local governments, utilities, airports, transit agencies, nonprofits, and CFDs. She also manages Barclays' relationships with the State of California, LADWP, San Diego County, Port of Los Angeles, and County of Los Angeles. **In 2025 Carmen led two senior-managed transactions for LADWP, the first transactions brought to market following the Los Angeles wildfires.** Since January 2015, Carmen has worked on more than $12 billion of utility transactions for issuers including LADWP, SCPPA, State of California DWR, City of Los Angeles Wastewater System, Yorba Linda Water District, Soquel Creek Water District, SFPUC, East Bay MUD, Metropolitan Water District of Southern California, Santa Clara Valley Water District, and San Diego County Water Authority, among others. Carmen is 100% available and committed to serving the City and will co-lead the banking effort. Her current workload is directly relevant to the City's financing needs, including leading Barclays' engagement with SFPUC on the direct purchase refunding of outstanding water and power Build America Bonds. Her specialized skills include senior transaction leadership, utility credit strategy, refunding and restructuring analysis, and the structuring and execution of complex utility financings, providing the City with senior-level involvement throughout the engagement. She is President and a Founding Member of Latinos in Public Finance, a Past President and Founding Member of the Women in Public Finance Los Angeles Chapter, a former Women in Public Finance Board Member and its first Board Member from California, and a member of the Hispanic Scholarship Fund Los Angeles Advisory Board. Carmen was born, raised and lives in the San Gabriel Valley. **Before moving back to Baldwin Park in 2018, she lived in neighboring Pasadena for 15 years and was President and Board Member of the YWCA Pasadena Foothill Valley (now YWCA Glendale/Pasadena).** She holds Bachelor of Arts degrees in Political Science and Ethnic Studies from Brown University and holds the SIE, Series 52 and Series 63 certifications.

Kristina Huhn, *Director*, brings 13 years of public finance experience and has been with Barclays Public Finance since 2017, helping local, county, state, nonprofit, and utility clients achieve their financial objectives across more than $35 billion of new money, refunding, restructuring, cash-flow, and interest-rate hedging transactions. Her extensive utility experience includes financings for DWR, LADWP, MetWater, EBMUD, SFPUC, San Bernardino Municipal Water Department, Santa Clara Valley Water District, City of Los Angeles Wastewater, City of Richmond Wastewater, Three

Rivers Regional Wastewater Authority, West Basin Municipal Water District, Yorba Linda Water District, Guam Waterworks Authority, Sacramento Municipal Utility District (SMUD), Southern California Public Power Authority (SCPPA), Riverside Public Utilities, Emerald People's Utility District, and numerous public utility districts in Washington. Kristina is 100% available and committed to serving the City as the co-lead, and her current workload is directly relevant to the City's financing needs, including EBMUD's anticipated 2027 financing mandate and ongoing SFPUC assignments. Kristina also brings specialized expertise in quantitative analysis, credit strategy, variable-rate debt, derivatives, and complex transaction structuring, with recent assignments including LADWP's $1.3 billion 2025 VRDB takeout and restructuring following the Palisades wildfire, including leveraging insurance and repositioning the post-fire credit with investors; MetWater's $364 million 2024 Water financing, supported by extensive portfolio analysis to determine the optimal fixed- versus variable-rate structure, interest mode, and lien; SCPPA's $563 million 2024 Southern Transmission System financing, including modeling capitalized-interest shortfall allocations across more than a dozen previously funded projects; and SMUD's $293 million 2023 three-part refunding, including a forward-starting swap hedge termination and synthetic fixed-rate refunding. She graduated magna cum laude from California Polytechnic State University with a B.S. in Business Administration and is a Chartered Financial Analyst.

Valentina Rodriguez, *Assistant Vice President,* brings 5 years of public finance experience and joined Barclays' Western Region municipal banking team in August 2022. Prior to joining Barclays, she worked at Fitch Ratings, where she supported credit analysis for local governments. Since joining Barclays, Valentina has provided transactional and analytical support for a wide variety of California issuers, including serving as lead quantitative support on financings for the California Department of Water Resources, Metropolitan Water District of Southern California, City of Los Angeles, Pasadena USD, East Bay MUD, SFPUC, State of California, County of Los Angeles, San Diego County, among others. Valentina is 100% available and committed to serving the City and will provide transactional and quantitative support throughout the engagement. Her current workload is directly relevant to the City's financing needs, including serving as lead quantitative support on the ongoing SFPUC direct purchase refunding and EBMUD's upcoming 2027 Water Revenue Bond transaction. Her specialized skills include quantitative analysis, refunding analysis, transaction modeling, and analytical support for complex water, sewer, and utility financings. She holds a B.A. in Economics from Northwestern University and holds the FINRA SIE, Series 52 and 63 licenses.

Sriya Prathuri, *Analyst,* joined Barclays' municipal banking team in August 2025 and provides transactional and analytical support to California issuers. Sriya has direct and comprehensive experience with California water utility financings, most recently supporting the City of San Bernardino Municipal Water Department's $35.755 million Water Revenue Refunding Bonds, Series 2026 from the early stages of the financing through pricing and closing. Her involvement spanned the transaction process, including quantitative and refunding analysis, financing and pricing materials, final pricing cash flows, pricing progression analysis, and closing documentation. This experience gives Sriya firsthand familiarity with the analytical, execution, and documentation requirements of a California water revenue financing. Sriya is 100% available and committed to serving the City and will provide transactional and analytical support throughout the engagement. Her specialized skills include quantitative analysis, transaction modeling, refunding analysis, credit analysis, pricing analysis, and transaction execution support. She holds an M.S. in Financial Analytics from San Jose State University and a B.A. in Political Science from the George Washington University, along with her Series 79, 63, 52, and SIE licenses.

Dan Blankenship, *Managing Director and Head of Long-Term Underwriting,* brings 18 years of experience in the negotiated and competitive underwriting of municipal securities and joined Barclays in 2015 from Bank of America Merrill Lynch, having previously worked at PricewaterhouseCoopers LLP. He has extensive experience managing large and complex municipal transactions and serving as underwriter for major California issuers, including the State of California, Metropolitan Water District of Southern California, LADWP, and SFPUC, among others. Dan is 100% available and committed to serving the City and will lead the underwriting effort, bringing directly relevant experience pricing and underwriting California utility financings. His specialized skills include negotiated and competitive underwriting, pricing and market execution, and the underwriting of large and complex municipal transactions. He holds a B.S.B.A. in Accounting from Bucknell University and holds the SIE, Series 7, 52, 53 and 63 certifications.

Taylor Ryan, *Director in Long-Term Underwriting,* brings 9 years of experience underwriting tax-exempt and taxable municipal bonds and joined Barclays in 2024 from Morgan Stanley as a senior member of the municipal long-term underwriting desk. Taylor has significant California underwriting experience, including serving as lead underwriter for SFPUC and Metropolitan Water District of Southern California, as well as experience underwriting transactions for the City of Los Angeles Wastewater System. At her prior firm, Taylor served as lead underwriter on more than $4.1 billion of California borrowings over $100 million. Taylor is 100% available and committed to serving the City and will assist in leading the underwriting effort, bringing directly relevant experience underwriting California utility credits. Her specialized skills include pricing and market execution, investor engagement, negotiated underwriting, and the underwriting of tax-exempt and taxable municipal financings. She holds an M.B.A. from Columbia Business School and a B.A. in Public Policy with a minor in Mathematics from Hamilton College.

Relevant Qualifications and References

References. Barclays welcomes the City contacting the following clients to discuss our recent experience in the municipal utility sector. Our references include Cynthia Mouser of the City of San Bernardino Municipal Water Department, Nikolai Sklaroff of the Public Utilities Commission of the City and County of San Francisco, and Duard MacFarland of the State of California Department of Water Resources.

Barclays' Client References		
Cynthia Mouser ***Director of Finance*** City of San Bernardino Municipal Water Department	**Nikolai Sklaroff** ***Capital Finance Director*** Public Utilities Commission of the City and County of San Francisco	**Duard MacFarland** ***Manager, Division of Fiscal Services*** State of California Department of Water Resources
1350 South E Street San Bernardino, CA 92408 909-453-6010 Cynthia.Mouser@sbmwd.org	525 Golden Gate Avenue, 4th Floor San Francisco, CA 94102 415-551-2973 nsklaroff@sfwater.org	715 P Street, 6-412 Sacramento, CA 95814 916-820-8116 duard.macfarland@water.ca.gov
Select Transactions: • $35.755 mm Water Revenue Refunding Bonds, Series 2026 (Sole)	Select Transactions: • *$788 mm 2027 Series E Wastewater Rev Bonds (Sr) (Q4 2027)* • *$75 mm Water/Power Revenue Bonds (Direct Purchase) (Q4 2026)* • $27 mm Power Revenue Bonds (Direct Purchase) • $523 mm 2025 Series ABC Water Rev Bonds (Co) • $988 mm 2025 Series DEF Water Rev Bonds (Co)	Select Transactions: • $546.05 mm 2026 Series A Water System Revenue Bonds (Sr) • $261 mm 2001 Series W Water System Revenue Bonds (Sr) • $335 mm 1995 Series O Water System Revenue Bonds (Sr)

Qualifications. Barclays brings extensive experience working within the federal, state and local requirements that govern public-sector financings, while identifying practical enhancements that help issuers meet their financing objectives.

City of San Bernardino Municipal Water Department. Our recent $35.755 million City of San Bernardino Municipal Water Department Water Revenue Refunding Bonds are particularly relevant to South Pasadena given the transaction's similar size and water revenue refunding structure. Barclays supported the financing from initial structuring through closing, including evaluating alternatives such as bond insurance, cash-funded versus surety-supported reserves and no-reserve structures; developing not-to-exceed financing parameters; supporting the rating process and Board presentation; and completing the financing under a new 2026 Indenture. The Department entered the process rated A+ with a positive outlook and ultimately received an AA- rating on the 2026 Bonds, demonstrating the importance of thoughtful credit positioning alongside structuring.

California Department of Water Resources. Our recent $546.1 million California Department of Water Resources transaction also exemplifies Barclays' experience with California water codes, standards, and procedures. This was DWR's first borrowing under new contract extensions and a related new indenture, requiring our team to navigate

a new financing framework.

Relevance to the City. For the City, we would bring the same end-to-end approach, evaluating not only the base refunding structure but also insurance, call features, alternative savings structures, and execution timing, while considering how the financing fits within the City's broader financial strategy and long-term objectives. This includes evaluating the City's capital improvement program and any potential future financings to ensure today's decisions preserve flexibility and position the City for any longer-term capital needs.

Relevance to City
City of San Bernardino Municipal Water Department
✓ Assisted with Board presentation
✓ Completed financing under new 2026 indenture
California Department of Water Resources
✓ Completed financing under new indenture

Structuring and Marketing Approach

Credit Rating Approach.

Barclays' Strategy. Barclays will work closely with the City to develop a clear, forward-looking credit strategy that highlights the Water System's existing strengths while proactively addressing the issues most likely to receive rating agency attention. Our approach begins well in advance of the rating presentation. The City's rating approach should focus on its financial results, rate-setting practices, capital plan, debt profile and historical and projected financial metrics; potential rating agency questions; presentation materials and key talking points; and preparation for the rating discussion. Importantly, the rating approach should focus on demonstrating how the City intends to maintain its financial strength as it executes its capital program.

The City's Water System Credit Story. S&P recently affirmed the City's Water System A+ rating with a stable outlook. The rating reflects the City's strong underlying economic profile, including income levels well above the national average, affordable water rates that provide capacity for future adjustments, predominantly local groundwater supply and historically strong financial performance, supported by robust debt service coverage and liquidity, as discussed below. S&P remains focused on the Water System's approximately $30.7 million five-year capital program through fiscal 2031, the Westside Reservoir project and the potential need for additional debt. Based on our review of the Water System's capital plan and forecasts, we believe the Water System remains well positioned to maintain its current rating throughout the execution of the CIP. The Water System's rate-setting strategy can support operating requirements, capital investment and incremental debt service while preserving healthy coverage and liquidity.

Strong Historical Debt Service Coverage. The Water System's historical financial performance supports its capacity for additional debt. S&P-adjusted all-in debt service coverage has remained at approximately 1.7x in each of the past two fiscal years. The City's FY2025 Continuing Disclosure Annual Report shows Water System debt service coverage of 2.23x in FY2024 and 2.19x in FY2025, based on approximately $6.5 million of FY2025 System Net Revenues relative to $3.0 million of annual debt service. Notably, the Water System maintained this strong coverage even as operating expenses increased to approximately $7.9 million in FY2025 from $6.9 million in FY2024. Over the same period, System Net Revenues remained relatively stable at approximately $6.5 million, compared with $6.6 million in the prior year. Coverage is further supported by approximately $33.9 million of unrestricted cash, equivalent to approximately 4.3x FY2025 operating expenses, or more than four years of operations. These levels provide significant cushion above the 1.20x rate covenant and the 1.25x coverage target established in the City's Debt Management Policy.

Capital Improvement Program. The Water System's FY 2026-27 Capital Improvement Program identifies approximately $30.7 million of Water Fund capital requirements through fiscal 2031, consistent with S&P Global Ratings' September 2026 report, which cites a five-year capital plan of approximately $30.7 million. S&P also notes that this amount excludes the Westside Reservoir replacement, which remains in the planning phase and could therefore increase the Water System's future capital requirements beyond those reflected in the current capital plan. Looking beyond the current five-year capital plan, the City's OneWater 2050 Plan identifies a substantially larger $193.3 million potable water capital program through 2050, including an estimated $186.5 million City-funded share, consisting of $51.6 million of near-term projects in FY 2023-30, $57.9 million of mid-term projects in FY 2031-40, and $77.1 million of long-term projects in FY 2041-50. The City has also stated that current water rates are insufficient

to support ongoing operations and long-term capital investment and is conducting a comprehensive utility rate study to support long-term fund solvency. Given the size of the City-funded capital program, together with uncertainty regarding the timing and magnitude of future rate increases and other potential capital needs, the City's ability to fund its capital program while maintaining strong debt service coverage and liquidity will be an important credit consideration. Timely implementation of rate increases and prudent management of capital spending will therefore be important to maintaining the Water System's financial flexibility as the capital program progresses.

Reserve Target Considerations. The FY 2026-27 Adopted Budget states that the Water and Sewer Fund will maintain reserves equal to 30% of revenues. Although subject to revision through annual City Council budget adoption, this target remains relevant to capital funding decisions and indicates that not all available resources should be committed to projects. Based on FY 2026-27 budgeted Water Fund revenues of $14.4 million, the 30% reserve target equals approximately $4.3 million. Although budgeted expenditures of $14.9 million exceed revenues by approximately $509k, the projected ending fund balance remains positive at $20.2 million. As the City moves forward with its capital program, maintaining strong reserves, preserving adequate debt service coverage, and ensuring rates remain aligned with future operating and capital needs will be important considerations in sustaining financial flexibility and supporting the system's long-term credit profile. As part of that evaluation, the City may consider the potential role of new money debt in funding the reservoir project and other future capital needs, particularly as project scope, costs, and timing become better defined. Any such evaluation would need to consider the availability of revenues to support additional debt service while maintaining adequate coverage levels. To provide context, we have included indicative new-money financing scenarios later in this response solely for reference as the City assesses potential approaches to funding future capital investments.

Barclays' Recommendation and Preliminary Rating Estimate. Based on the anticipated size and structure of the financing, together with the Water System's underlying credit profile, Barclays believes a single rating should be sufficient for the proposed transaction, minimizing rating costs and ongoing administrative requirements for the City. The City's existing A+ rating from S&P provides a well-established option given the City's longstanding relationship with the agency and S&P's familiarity with the credit. However, based on our preliminary assessment under Fitch's water and sewer rating criteria, we believe the Water System could potentially achieve an AA- rating from Fitch. Fitch's methodology should recognize the system's exceptionally strong liquidity, affluent and stable service area, affordable rates and associated rate-setting flexibility, and moderate leverage. These strengths would be balanced against the system's significant future capital needs, including the Westside Reservoir replacement, the need for corresponding rate adjustments, and ongoing enhancements to long-term financial and capital planning. A Fitch AA- rating may provide a modest market advantage over the current S&P A+ rating, although the resulting pricing benefit would be difficult to quantify and would likely be limited to no more than 5 to 10 basis points at most. S&P and Moody's ratings generally have broader institutional acceptance, as certain bond funds require a rating from one of those two agencies and may not purchase bonds carrying only a Fitch rating. We do not believe this consideration would materially limit demand for the proposed financing, however, because California separately managed accounts, which we expect to represent a significant portion of the investor base for the City's refunding bonds, should be able to purchase the bonds based on a Fitch-only rating.

Rating Agency Considerations. Accordingly, the rating decision ultimately involves a tradeoff between continuity and the opportunity for a potentially higher rating. If the City values its existing S&P relationship and prefers to avoid establishing a new agency relationship, we believe proceeding with S&P and targeting maintenance of the A+ rating would be a reasonable and efficient approach. If the City is open to developing a relationship with Fitch, pursuing a Fitch rating could provide an opportunity to achieve AA- and potentially realize a modest borrowing-cost benefit. Prior to initiating the rating process, Barclays would further evaluate the likely rating outcome and related economics with the City.

Key Credit Considerations. Under either approach, maintaining strong reserves and debt service coverage, coordinating the forthcoming rate study with the capital and financing plans, and demonstrating that future capital requirements and potential borrowings can be absorbed without materially weakening the system's financial position will be important to preserving or strengthening the City's credit profile. S&P has similarly identified

sustained reserves and coverage, together with the adoption of necessary rate increases, as central to the potential for a higher rating over time.

Transaction Timing and Rate Outlook

Interest Rate Outlook. Rates have moved meaningfully higher in 2026, driven largely by inflation tied to elevated energy prices from the ongoing U.S.–Iran conflict. The Federal Reserve raised the federal funds target range by 25 bps in September to 3.75%–4.00%. Minutes from that meeting showed participants increasingly viewing inflation as persistent and treating upside inflation risks as more important than downside labor market risks. September CPI then came in above expectations at 3.7% year-over-year. Front-end Treasury yields have increased, as shown by the 2-year UST at 4.81%. Longer-term rates have also moved higher, with the 10-year UST at 5.13% and the 30-year UST at 5.42%, reflecting ongoing term premium and inflation pressures. Tax-exempt yields have followed. As of October 21, 10-year and 30-year MMD stood at 3.72% and 4.97%, up 94 bps and 72 bps year-to-date, while municipal market conditions weakened. The MMD curve remains historically steep, with the 2s–30s slope at 203 bps versus a 10-year average of 132 bps. Looking ahead over the next two months, Barclays economists expect the FOMC to hold rates steady at its October 27–28 meeting before raising the federal funds target range by 25 bps at its December 8–9 meeting; a December hike is currently fully priced into the market. There are no directly published forecasts of tax-exempt interest rates, so Barclays evaluates the tax-exempt outlook using Treasury rate expectations together with expected MMD/UST ratios. As of October 21, MMD/UST ratios stood at 73% in 10 years and 92% in 30 years. Looking ahead through 2027, inflation and FOMC meetings will be the primary market movers.

Current Market Themes as of October 21, 2026

Interest Rate Forecast (%) As of October 21, 2026

	Fed Funds	2yr UST	10yr UST	30yr UST
Current	**3.75-4.00**	**4.81**	**5.13**	**5.42**
Q4 2026	4.00-4.25	4.80	5.25	5.60
Q1 2027	4.25-4.50	4.80	5.25	5.60
Q2 2027	4.25-4.50	4.80	5.25	5.60
Q3 2027	4.25-4.50	4.80	5.25	5.60
Δ Current & Q32027	+0.75	-0.01	+0.12	+0.18

Continued low MMD/UST ratios in the early part of the yield curve

	Current	YTD Δ	1Y High	10Y Avg.	1Y Low
2Y	61%	0%	74%	77%	56%
5Y	66%	+2%	76%	73%	57%
10Y	73%	+4%	80%	80%	61%
30Y	92%	+3%	94%	93%	84%

Elevated Supply Expected to Persist

Barclays Research forecasting approximately $600 billion of municipal issuance for 2026, implying roughly $100 billion of additional year-end supply. Continued heavy supply could increase competition for investor attention, reinforcing the importance of flexibility around the City's December pricing date.

Managing Volatility from Selection to Pricing. Barclays treats managing market volatility between selection and pricing as central to protecting the City and minimizing its borrowing costs. Our approach is designed to maximize execution certainty while retaining the flexibility to capitalize on favorable market windows and rests on several reinforcing elements: data-driven planning, a disciplined market read and pre-marketing process, and open communication with the City and its municipal advisor at every step. Throughout this period, Barclays will closely monitor Federal Reserve policy expectations, inflation data and fund flows. In the weeks leading up to pricing, we will conduct a comprehensive "market read" process that triangulates (i) comparable trading levels and primary market calendars, including competing California transactions, (ii) yield curve shape and volatility, and (iii) investor demand signals gathered through targeted pre-marketing. Our banking, underwriting, sales and trading teams will use this feedback to validate price views, identify demand by maturity and structure, and assess whether adjustments to coupons, structure or timing would improve execution. In periods of elevated volatility, Barclays will emphasize flexibility as pricing approaches. Together, these efforts keep the City informed and in control of key decisions so that market moves do not translate into issuer-adverse pricing or structural changes.

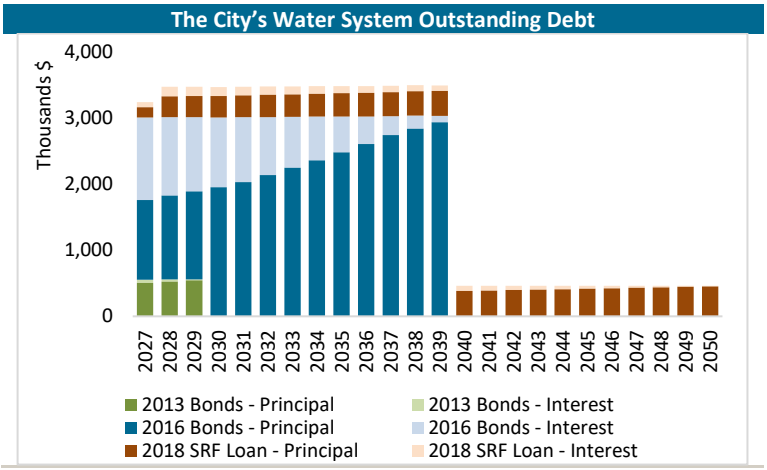


Timing Considerations. Barclays views a December sale as well positioned to achieve strong execution for a high-quality, essential-service credit such as the City. Despite elevated 2026 issuance, investor demand for water credits has remained

resilient. The recent selloff has also created an attractive entry point, with absolute tax-exempt yields at levels not seen in roughly two decades. The market will remain sensitive to inflation, Federal Reserve policy and geopolitical developments. Barclays recommends pricing in the first week of December, targeting Tuesday, December 1 through Thursday, December 3, 2026, with the following week as backup if needed. Pricing in the first week allows the City to access the market ahead of the FOMC decision on December 9 and the CPI release on December 10, and before investors begin stepping away for the holidays. If the second week is needed, we would expect several issuers to target Tuesday, December 8 ahead of FOMC, with the ability to accelerate into Monday, December 7, which could create more competition for investor attention on those days. As underwriter, Barclays would keep the City apprised in real time of shifts in technicals, investor demand, overall market tone and any significant competing California transactions, and adjust the execution strategy accordingly.

TRANSACTION STRUCTURING

Water System Debt Overview. The City's current water debt profile consists of approximately $1.6 million of South Pasadena Public Financing Authority 2013 Water Revenue Refunding Bonds, $28.18 million of Series 2016 Water Revenue Refunding Bonds, and $8.9 million outstanding under the City's 2018 Drinking Water State Revolving Fund (DWSRF) loan. The DWSRF loan was entered into with the State Water Resources Control Board in 2018 with an original authorized principal amount of approximately $10.8 million and carries a low interest rate of 1.7%. The 2013 Water Revenue Refunding Bonds included both a BAM-funded reserve surety and bond insurance. The 2016 Water Revenue Refunding Bonds did not include a reserve fund or reserve surety but did utilize BAM bond insurance.



Savings Analysis: Current Refunding of Water Revenue Refunding Bonds, Series 2016. The City's $28.18 million outstanding Water Revenue Refunding Bonds, Series 2016 became callable on October 1, 2026, enabling a tax-exempt current refunding to close at any time.

For the proposed refunding, our analysis reflects the following assumptions:

a) market interest rates as of October 21, 2026 and a dated date of December 22, 2026;
b) a matched-maturity structure with a final maturity in 2039;
c) level annual debt service savings to provide uniform budgetary flexibility;
d) serial bonds with premium 5% coupons;
e) a 10-year par call to maximize savings (we explore shorter call options later in the response);
f) no reserve fund (the 2016 issuance did not have a reserve fund);
g) an assumed credit rating of A+ and insured credit rating of AA; and
h) estimated combined underwriter's discount and costs of issuance of $300k.

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Indicative Scale. As of October 21, 2026, the tax-exempt municipal market reflects a historically steep yield curve, with 203 basis points separating 2-year and 30-year MMD compared with a 10-year average of 132 basis points, while 10-year and 30-year MMD stood at 3.72% and 4.97%, respectively. Despite elevated absolute rates, relative value remains favorable in portions of the tax-exempt market, with MMD/UST ratios of 61% in 2 years, 73% in 10 years and 92% in 30 years. Against this market backdrop, our indicative interest rates for the City reflect current MMD levels and curve shape, recent California water and sewer transactions, relevant secondary-market trading levels and the City's A+/Stable underlying credit profile. We have also evaluated the potential benefit of bond insurance and included herein an indicative insured scale reflecting the applicable insured ratings, allowing the City to compare the economics of an insured financing against the underlying scale. The resulting scales provide a current market-based view of the City's potential borrowing rates, with final pricing dependent on market conditions, investor demand and financing structure at the time of sale.

Tax-Exempt Indicative Interest Rate Scale*
Water Revenue Refunding Bonds

				No Insurance (S&P: A+)		Insurance (S&P: AA)	
Year	Maturity	Int. MMD 10/21/2026	Coupon	Spread (bps)	Yield	Spread (bps)	Yield
1	10/1/2027	2.88%	5.00%	-12	2.76%	-17	2.71%
2	10/1/2028	2.94%	5.00%	-12	2.82%	-17	2.77%
3	10/1/2029	3.04%	5.00%	-12	2.92%	-17	2.87%
4	10/1/2030	3.14%	5.00%	-12	3.02%	-17	2.97%
5	10/1/2031	3.26%	5.00%	-12	3.14%	-17	3.09%
6	10/1/2032	3.35%	5.00%	-12	3.23%	-17	3.18%
7	10/1/2033	3.44%	5.00%	-12	3.32%	-17	3.27%
8	10/1/2034	3.52%	5.00%	-12	3.40%	-17	3.35%
9	10/1/2035	3.61%	5.00%	-10	3.51%	-15	3.46%
10	10/1/2036	3.72%	5.00%	-8	3.64%	-13	3.59%
11	10/1/2037	3.81%	5.00%	-5	3.760%	-10	3.71%
12	10/1/2038	3.94%	5.00%	-2	3.920%	-7	3.87%
13	10/1/2039	4.05%	5.00%	0	4.05%	-5	4.00%
14	10/1/2040	4.17%	5.00%	3	4.20%	-2	4.15%
15	10/1/2041	4.28%	5.00%	5	4.33%	0	4.28%
16	10/1/2042	4.36%	5.00%	8	4.44%	3	4.39%
17	10/1/2043	4.43%	5.00%	10	4.53%	5	4.48%
18	10/1/2044	4.51%	5.00%	10	4.61%	5	4.56%
19	10/1/2045	4.59%	5.25%	7	4.66%	2	4.61%
20	10/1/2046	4.66%	5.25%	7	4.73%	2	4.68%
25	10/1/2051	4.85%	5.00%	15	5.00%	10	4.95%
30	10/1/2056	4.97%	5.25%	10	5.07%	5	5.02%

**Scale assumes a 10-year par call*
Maturities after 2039 are applicable for New Money

Base Case. Assuming cash flow savings are discounted at the arbitrage yield, the refunding generates net present value savings of approximately $749k (2.66% of refunded par). However, the City's Debt Management Policy states that any refunding should achieve, whenever possible, net present value (NPV) debt service savings of at least 3.0% of the refunded principal amount, along with present value savings equal to or greater than 100% of any escrow fund negative arbitrage. Given that the base case falls below the City's 3.0% threshold, we included other scenarios for the City to consider.

Savings by Maturity Analysis. Included herein is a breakdown of savings by maturity for the Base Case.

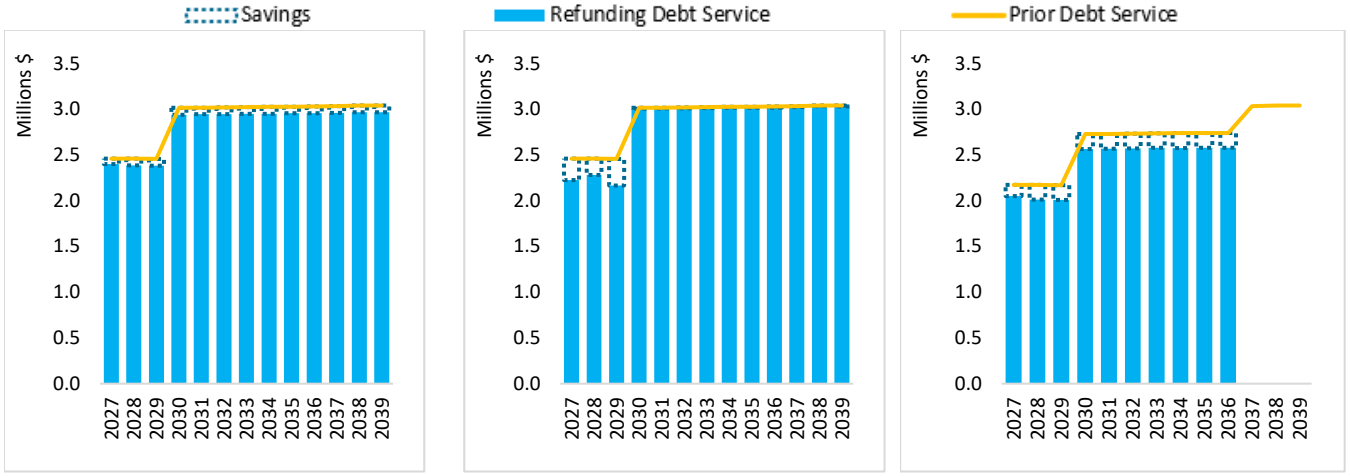
Savings by Maturity Analysis – Base Case

Bond	Maturity Date	Interest Rate	Par Amount	Nominal Savings	Nominal Savings %	Adjusted Savings	Adjusted Savings %
BOND	10/1/2027	5.000%	$1,210,000	$7,364	0.609%	$7,413	0.613%
	10/1/2028	5.000%	1,270,000	31,392	2.472%	31,444	2.476%
	10/1/2029	5.000%	1,330,000	55,961	4.208%	56,016	4.212%
	10/1/2030	4.000%	1,955,000	43,534	2.227%	43,615	2.231%
	10/1/2031	5.000%	2,035,000	142,710	7.013%	142,794	7.017%
	10/1/2032	5.000%	2,140,000	172,920	8.080%	173,008	8.084%
	10/1/2033	5.000%	2,250,000	202,126	8.983%	202,219	8.987%
	10/1/2034	5.000%	2,365,000	230,152	9.732%	230,249	9.736%
	10/1/2035	5.000%	2,485,000	251,593	10.124%	251,696	10.129%
	10/1/2036	5.000%	2,610,000	264,081	10.118%	264,189	10.122%
TERM	10/1/2037	3.375%	2,745,000	(148,265)	-5.401%	(148,152)	-5.397%
	10/1/2038	3.375%	2,845,000	(219,020)	-7.698%	(218,903)	-7.694%
	10/1/2039	3.375%	2,940,000	(286,554)	-9.747%	(286,432)	-9.743%
Total			**$28,180,000**	**$747,996**		**$749,157**	

The chart below compares the base case, front-loaded and optimized savings scenarios. Additional details on the front-loaded and optimized scenarios are provided below.

Refunding Results			
Base Case		**Front-Loaded Savings**	**Optimized Savings by Maturity**
Refunding Par	$26,485,000	$26,460,000	$18,575,000
Average Coupon	5.00%	5.00%	5.00%
Arb Yield	3.59%	3.59%	3.36%
TIC	3.67%	3.68%	3.36%
All-In TIC	3.84%	3.84%	3.66%
Gross Savings	$945,738	$806,956	$1,569,269
Avg Annual Gross Savings	$72,749	$62,074	$156,927
NPV Savings, $	**$749,157**	**$738,082**	**$1,322,754**
NPV Savings, %	**2.66%**	**2.62%**	**6.73%**

Savings Per Year



Front Loaded Savings Structure. In the near term, the City could generate cash flow relief by structuring a front-loaded savings profile that reduces principal amortization to $1.2 million, $1.02 million, and $955k respectively in FY2027 through FY2029 without extending the final maturity of the refunding. In its FY2026-27 Adopted Budget, the City states that current Water and Sewer rates are insufficient to support ongoing operations and long-term capital needs, and that a comprehensive rate study is in progress that could result in future rate increases. Capital needs are also concentrated in the next two years. The FY2026-27 Proposed CIP Budget shows Water Fund requirements of $7.85 million in FY2027-28 and $8.7 million in FY2028-29, driven primarily by the Westside Reservoir design and construction. Lowering debt service in the early years would increase near-term savings and provide additional flexibility while rate decisions are pending and capital spending peaks. The trade-off is a modest reduction in total NPV savings, to approximately $738k (2.62%), or roughly $11k lower than the base scenario. Given these near-term funding pressures and uncertainty around the timing of rate increases, we recommend including a front-loaded structure for the City's consideration. Barclays would work closely with the City and its financial advisor to calibrate the structure of the 2026 Refunding Bonds to balance near-term budgetary flexibility with long-term savings optimization.

Optimized Savings. Under current market conditions, the $8.53 million 3.375% term bond maturing in 2039 does not generate positive savings on a maturity-by-maturity basis. Excluding this term bond from the refunding increases gross cash flow savings by approximately $624k to $1.6 million and NPV savings by approximately $574k to approximately $1.3 million. Furthermore, the NPV savings by percent of refunded par increases to 6.73%, above the 3% threshold. However, given recent volatility in the municipal market, the term bond may become viable under different rate conditions. We will continue to monitor individual maturity economics and adjust the structure as needed to optimize the refunding for the City.

Credit Strategy and Enhancements. Debt service reserve funds (DSRFs) and credit enhancement, including bond insurance and surety policies, can provide incremental security by enhancing liquidity and mitigating payment risk. In some cases this supports stronger ratings or tighter spreads, but these benefits must be weighed against their costs and the issuer's underlying credit strength. Consistent with S&P's methodology, which places greater weight on underlying credit strength and liquidity than on reserve funding, we believe a no-reserve structure can reduce borrowing costs, simplify the capital structure, and preserve financial flexibility without materially impairing investor demand. A cash-funded DSRF ties up capital and creates negative arbitrage, while a surety policy adds an upfront cost and counterparty exposure. A cash-funded DSRF typically reduces or eliminates NPV savings because it increases the bond size, and while a surety-funded reserve has a smaller impact, a no-reserve structure would generally produce the highest savings. This approach is consistent with the City's 2016 Water Revenue Refunding Bonds, which were issued without a reserve fund and were insured by Build America Mutual Assurance Company (BAM), resulting in an 'AA' insured rating. Accordingly, Barclays recommends proceeding without a reserve fund. We also recommend evaluating bond insurance for this issuance on a cost-benefit basis, as discussed next.

Insurance. Bond insurance from highly rated providers such as Assured Guaranty and Build America Mutual (both rated 'AA' by S&P) can provide credit uplift and incremental spread compression. In practice, insurance is most effective when selectively applied to specific maturities where a clear cost-benefit exists, rather than across the entire curve. Based on current market conditions, our underwriting desk estimates the pricing benefit of insurance for the City's issuance to be approximately 5 basis points. As illustrated in the table here-in, assuming the 2026 Refunding Bonds achieve an insured rating of 'AA', the NPV savings for insured bonds are approximately $800k, compared to approximately $749k under the City's current A+ rating—a differential of roughly $51k in favor of insurance. Insurance may be a viable tool to modestly enhance economics and broaden distribution. However, if the City elects to pursue a Fitch rating and receives an underlying AA- rating, we would not recommend bond insurance because we would not expect the additional rating enhancement to produce sufficient pricing benefit to offset the insurance premium.

Insurance Cost-Benefit Analysis		
	Insurance	No Insurance
Insurance Cost	$36,639	-
NPV Savings ($)	$800,356	$749,157
NPV Savings (%)	2.84%	2.66%

Redemption Provisions. We view redemption provisions as a way to balance two competing objectives: (i) minimizing all-in borrowing cost today, which maximizes refunding savings, and (ii) preserving flexibility to refinance or restructure in the future. For fixed-rate bonds, we typically evaluate standard optional call provisions and size the call to preserve flexibility without overpaying for it through wider spreads or reduced demand. To that end, we analyzed NPV savings under an 8-year par call, a 10-year par call and a non-callable structure. The table here-in compares the results, and the following paragraphs discuss the 8-year call and non-callable alternatives in more detail.

Redemption Analysis – NPV Savings			
	10-Yr	8-Yr	Non-Call
NPV Savings ($)	$749,157	$551,232	$843,582
NPV Savings (%)	2.66%	1.96%	2.99%

8-Year Call. As an alternative to the standard 10-year par call, the City could include an 8-year par call. This would allow the City to refinance the bonds two years earlier if rates fall, giving it more flexibility to capture future savings. Barclays underwriters currently see no yield penalty for the shorter call, so yields stay the same as under the 10-year call scale. However, NPV savings decrease to $551k (1.96%), compared with $749k (2.66%) under the 10-year call. Premium bonds are priced to their call date, so a shorter call period at the same yield produces a lower price and less premium. With less premium, the City must issue more par to fund the escrow, which increases debt service and reduces savings.

Maturity	10-Yr Par Call		Non-Call	YTMΔ
	YTC	YTM	Yield	(bp)
10/1/2037	3.760%	3.850%	3.710%	-8.8
10/1/2038	3.920%	4.063%	3.870%	-11.9
10/1/2039	4.040%	4.223%	4.000%	-13.8

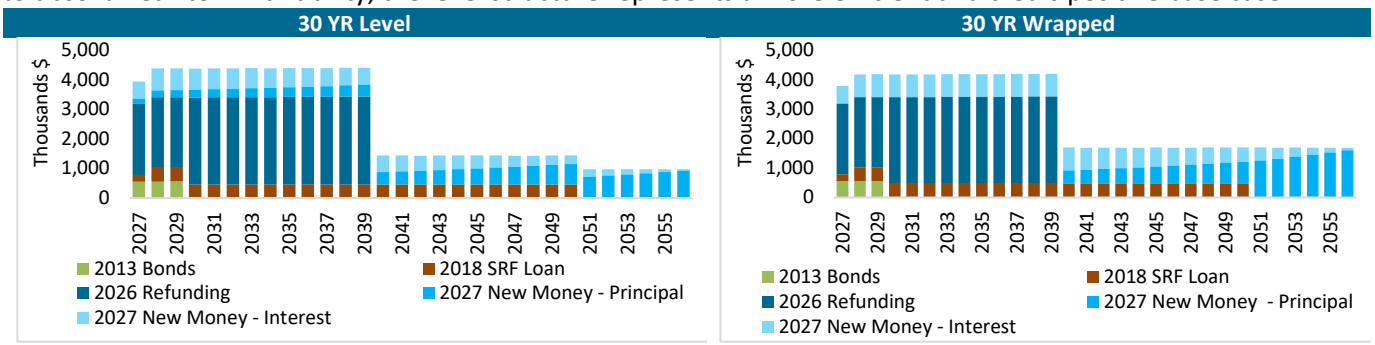
Non-Call. Removing the call feature lets the City capture the full value upfront instead of keeping the option to refinance for savings once the bonds become callable in 10 years. Barclays underwriters currently estimate that non-callable yields would be 2 basis points higher in 10/1/2038 and 3 basis points higher in 10/1/2039 versus the callable yields. However, the non-callable structure captures greater upfront value, resulting in higher savings. With this structure, PV savings increase to $844k (2.99%), and gross savings increase to $1.1 million.

OAY Analysis. The adjacent table illustrates the yield-to-call ("YTC"), the yield-to-maturity ("YTM") and Option Adjusted Yield ("OAY") of 10-year and 8-year par calls. The OAY captures the call option value of the optional redemption feature (i.e. estimating the value of a refunding in the future). In the current market, and using the Bloomberg option pricing model, the OAY for an 8-year call is 13 bps higher versus a 10-year call, indicating the City is better off with a standard 10-year call than paying up for a shorter call option (8-year or shorter) in the current market. As underwriter, Barclays would work with the City and its FA to evaluate call option structures and support an approach that generates the highest value.

Redemption Analysis - Option Adjusted Yield				
Call	Coupon	YTC	YTM	OAY
10-Yr	5.00%	4.05%	4.22%	4.36%
8-Yr	5.00%	4.05%	4.35%	4.49%

Hypothetical New Money Scenario. Given that the City is continuing to evaluate the scope and cost of the Westside Reservoir replacement while undertaking a comprehensive utility rate study that could result in future rate increases, if the City considers issuing new money bonds in the near future, Barclays believes an initial financing assumption of approximately $15 million provides a useful basis for evaluating potential borrowing costs and structure. For purposes of illustrating the potential cost of a financing of this size, Barclays has initially assumed a straightforward 30-year amortization, consisting of serial maturities from 2027 through 2046 and two five-year term bonds maturing in 2051 and 2056, without capitalized interest, a debt service reserve fund or bond insurance. As the City's capital program and project schedules become more defined, the City and its financial advisor could evaluate alternative structures incorporating capitalized interest and/or delayed principal amortization depending on the nature and timing of the projects ultimately financed, particularly for a major project such as the Westside Reservoir replacement, where the City may prefer to defer a portion of debt service until construction is further advanced and associated rate increases are in place.

30 Yr. Level vs Wrapped. For purposes of this analysis, we assume current market conditions and interest rates remaining consistent. Barclays evaluated pro forma results under both a 30-year level debt service structure and a 30-year wrapped structure. The level structure produces an all-in TIC of 4.97% and average annual debt service payment of approximately $976k. Alternatively, the City could wrap the new money around the 2026 Refunding Bonds to achieve a more level aggregate debt service profile. This wrapped structure increases the all-in TIC to approximately 5.17% (20 basis points higher) due to deferred principal and an average annual debt service payment of $1.1 million, with principal starting on 10/1/2040. While the wrapped structure provides near-term debt service relief, the level structure offers a lower cost of funds and greater long-term flexibility by preserving borrowing capacity on the long end of the City's amortization profile. Given the City's modest debt burden and strong capacity to absorb near-term variability, the level structure represents a more efficient and credit-positive base case.



MARKETING

Market Leading Distribution Capabilities. As the #4 ranked underwriter of global fixed income debt over the past decade, Barclays' proven marketing and distribution resources ensure the City will have access to a comprehensive and diverse buyer base and can accomplish an efficient placement of bonds regardless of market conditions. Our Firm's underwriting approach provides direct access to key municipal investor groups, particularly California professional retail and bond fund accounts that we expect will anchor the City's transaction. Barclays currently employs approximately 2,000 fixed income sales, trading, and research professionals. Our municipal sales, trading and syndicate operation is comprised of 33 professionals based in New York covering primary tier investors,

crossover buyers and other municipal buyers nationwide, including all bond funds, banks, trust departments, investment advisors and state and local fund managers likely to participate in the City's bond sale. Our municipal sales professionals have an average of over 20 years of experience and are responsible for the sales and trading of tax-exempt municipal securities. In addition, Barclays' active secondary trading presence guarantees ongoing market support to investors who participate in the initial sale of the City's bonds, enhancing sales efforts. It is important for our buy-side clients to know that they will be able to trade in and out of their positions as necessary.

Marketing Approach. Barclays' principal marketing goal is to attract the largest group of investors to drive competition and achieve maximum savings to the City. Our marketing plan components include:

1. Developing impactful credit themes that resonate with investors, highlighting the City's favorable credit factors, and ensuring those themes are embedded in disclosure documents and marketing materials.
2. Creating a tailored marketing schedule that allows ample time for investors to review disclosures and conduct credit analysis. Given the relative scarcity of the City's name in the market, water utility investors will be eager to capture the diversification opportunity, but will also require additional time to complete initial transaction review and secure credit approval. Barclays will support this process by ensuring investors have easy access to information and by promptly addressing their questions.
3. Identifying and targeting investors well positioned to purchase the City's investment grade tax-exempt Water Revenue bonds in the prevailing market. Further on we detail our specific investor targeting approach.

We recommend emphasizing proactive investor education and targeted pre-marketing given the City's clear scarcity value in the market, leveraging our national platform to introduce the credit to a broad investor base while using feedback-driven scale development to sharpen price discovery and generate strong order flow at pricing.

Specific Marketing Activities. To support the marketing approach discussed above, Barclays will execute the following activities in the weeks prior to the sale of the City's bonds:

- *Investor Presentation to accompany POS.* To give investors sufficient time to review the City's credit and bond structure, we recommend mailing the POS no less than one week before pricing. We recommend incorporating an investor presentation into the marketing activities since the City has not issued bonds publicly since 2016. This presentation will address credit features of the transaction and provide material financial and operational details of the City's water system. Barclays will prepare the presentation that will be released simultaneously with or just shortly after posting of the POS. As mentioned earlier, we expect certain target investors that are looking to diversify their California Water exposure will be attracted to the City's issuance.
- *Investor Outreach and Secondary Market Monitoring.* Barclays' salesforce will call every investor on our Notable Investor List to market the bonds, highlighting key transaction features and credit considerations. Barclays trades approximately 10% of all municipal securities, providing critical liquidity to buy-side investors and supporting pricing integrity for municipal issuers. We actively participate in the secondary market for California credits and national water credits, with 2026 YTD trading volumes of $17.7 billion and $6.3 billion, respectively. This activity offers two key benefits to our clients: (1) our ability to support an active and liquid secondary market helps assure investors of adequate liquidity, enhancing both trading value and primary market pricing of the City's bonds; and (2) our analysis of extensive trade data provides valuable insight into investor activity, allowing us to identify counterparties and offerings and refine our pricing strategy accordingly.

Barclays' Secondary Trading ($ Mill)[1]

	CA	National Water
2021	$16,482	$5,160
2022	45,821	6,856
2023	20,199	3,564
2024	17,223	6,457
2025	20,676	4,440
2026YTD	17,680	6,289

[1]Includes counterparty trades with issuer

- *Field Investor Calls as requested:* We would encourage the City to be available for conference calls with select institutional investors. Investors have repeatedly emphasized the value they place on these interactions as they can ask questions openly. Often, one-on-one interactions that we have arranged resulted in anchor orders. To the extent we receive requests from investors, Barclays would schedule these calls for the City.

Individual Retail. While individual retail investors can provide diversification and increased support for a bond issuance, Barclays does not view them as a needle-mover for most bond issuances for several reasons, including: smaller investment sizes (lack of "anchor" orders), higher distribution costs, lower liquidity, less sophisticated credit

analysis, price sensitivity, and demand and allocation preferences from institutional investors. Even in the best of markets when pricing the most liquid credits, Barclays estimates that individual retail will comprise no more than 5-10% of orders. For these reasons, Barclays places significantly more emphasis on coverage of separately managed accounts (SMA). That said, Barclays is pleased to ensure priority language is included in pricing wires so that individual retail accounts receive order priority. Barclays does not maintain retail branches in the U.S. but often partners with local retail banks as selling group members for certain transactions.

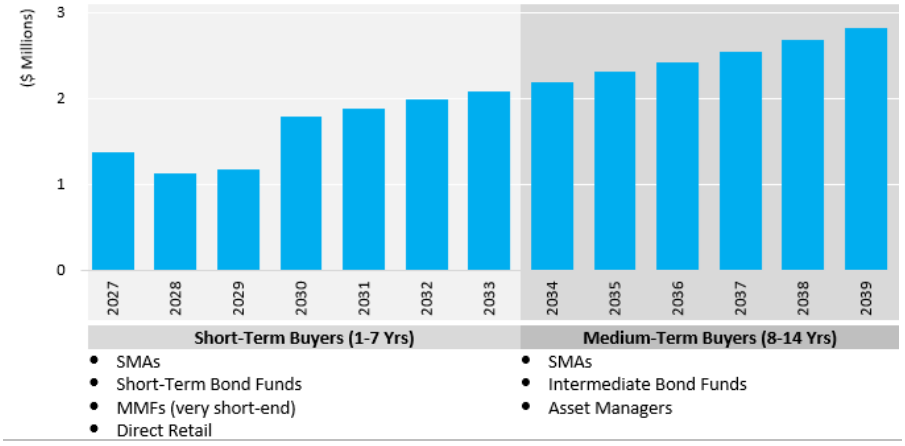
Professional Retail. Retail investors frequently buy their bonds through professional asset managers, including trust departments, SMAs, and investment advisors who purchase bonds in significant block sizes and then allocate them accordingly across several individual (e.g., retail) accounts. With these "professional retail" buyers dominating the retail market, the ability to access and attract this investor base will be critical to the City's bond sale. Barclays has dedicated salespeople focused on these retail aggregators, providing the City with ready access to one of the most active segments of the investor base – buyers whom we expect to have an impact on the pricing of the City's bonds. In fact, Barclays has seen significant SMA participation in recent California water revenue transactions. For the City of San Bernardino Municipal Water Department's $35.755 million Series 2026 Water Revenue Refunding Bonds, six primary SMA accounts generated $25.465 million of orders, representing 23.0% of total orders. Barclays also generated $916.4 million of orders from 24 SMA accounts as bookrunning joint senior manager on the State of California Department of Water Resources' $546.05 million transaction, which priced in February 2026. These results demonstrate Barclays' continued focus on this growing investor segment, including the most active SMA accounts that may participate in the City's bonds.

Retail Aggregators / SMAs

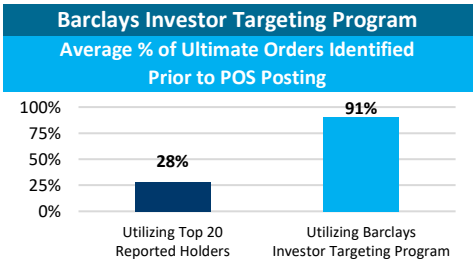
NUVEEN Investments
BLACKROCK
Northern Trust
BROWN BROTHERS HARRIMAN
Deutsche Bank
Goldman Sachs
STANDISH
LORD ABBETT

Investor Landscape. As previously mentioned, there will be several types of investor accounts that we expect to participate in the City's bond sale, but most significant among those are professional retail and California-specific bond funds. While participation by investor type is generally defined by duration and area of the yield curve, participation is ultimately driven by spread and what is going on with the market. Our sales team will adjust our target list in real time leading up to pricing. The chart here-in illustrates the investor classes we expect to be most prominent in the City's transaction. SMAs continue to focus inside of 15 years. However, SMAs are not universal buyers of California bonds; based on Barclays' experience, potential buyers include PIMCO, BlackRock, and Fidelity. Barclays maintains significant coverage of these investor segments, including active SMAs such as Breckinridge Capital Advisors Inc., Nuveen, Bank of America Capital Management, and US Bank National Association. As such, Barclays expects demand to come primarily from select SMAs, other professional retail accounts, and bond funds, with limited participation from ETFs or individual retail. Bank portfolios and insurance companies may participate depending on MMD/UST ratios at the time of sale. Buy-and-hold investors typically prefer 5% coupons, whereas discount structures may attract trading accounts and hedge funds seeking lower dollar prices. Accordingly, we are assuming a 5% coupon structure across the refunding for now, consistent with current investor preferences.

Expected Investor Type by Maturity (2026 Refunding Pro Forma Principal Amortization)



Barclays' investor targeting approach can broaden the City's order book. Barclays' Municipal Investor Analytics group focuses on credit and investor strategies on behalf of our Public Finance clients, working to optimize the issuer's credit position with rating agencies and investors to achieve the lowest cost of capital. The group leverages ongoing dialogue with investors and rating agencies, along with a proprietary investor database, analytical models, and strong secondary market presence, to create tailored marketing strategies that enhance market reception. As part of this process, the team utilizes proprietary data sources to identify high-impact investors in advance of the transaction announcement that go significantly beyond simply referencing current and past reported holders, and conducts quantitative analyses of the universe of potential municipal buyers. While Barclays will cast a wide net to market the City's bonds, our efforts are most effective when focusing on investors with meaningful cash to invest, even if they are not previous investors in the credit or comparable credits. Based on this analysis, Barclays develops a Notable Investor List of approximately 125–150 investors, organized with key investor data and disseminated to the salesforce to maximize outreach effectiveness.



Source: Barclays Notable Investor List (1/01/2022 – 2/28/2025). Bloomberg.

Fees

Detailed here-in are our proposed not-to-exceed underwriting fees and expenses. We assume a par amount of $26.485 million with a final maturity of 2039. Our proposed takedown is $2.50 across all maturities, and we assume no management fee.

We assume $12,500 for underwriter's counsel. We propose Diane Quan from Hawkins Delafield & Wood to serve as our Underwriter's Counsel. While we believe our proposed fees are reasonable, we are open to feedback should our fee proposal not meet the City's expectations.

Proposed Fees for $26.485 Million Par Amount		
Gross Spread	**$/1000**	**Total**
Takedown	$2.5000	$66,212.50
Expenses	0.8695	$23,029.79
Total	**$3.3695**	**$89,242.29**
Underwriter Expenses	**$/1000**	**Total**
Underwriter's Counsel	$0.4720	$12,500.00
DTC Charges	0.0368	975.00
Ipreo Expenses*	0.1095	2,899.79
Interest on Day Loan	0.0262	693.00
CUSIP*	0.0363	962.00
CDIAC Fee	0.1888	5,000.00
Total	**$0.8695**	**$23,029.79**

**Assumes 13 CUSIPs*
Totals may not add due to rounding.

Appendix A
Litigation Disclosure

Barclays' Litigation Disclosure

Barclays Capital Inc. ("BCI") is engaged in various legal and regulatory matters in a number of jurisdictions. BCI is subject to legal proceedings by and against BCI which arise from time to time and also subject to enquiries and examinations, requests for information, audits, investigations and legal and other proceedings by regulators, governmental and other public bodies in connection with areas of banking and business activities in which BCI is or has been engaged. Information relating to legal and regulatory risks is set out in the Legal, Competition and Regulatory matters note to Barclays financial statements in our most recent Annual Report or Interim Results Announcement (as applicable). If a Barclays quarterly Results Announcement has been released since the most recent Annual Report or Interim Results Announcement, this may contain additional information relating to such matters. In between Results Announcements, Barclays may from time to time make Regulatory News Service announcements containing information relating to specific legal, competition or regulatory matters. Copies of Barclays Annual Report, Results Announcements, and Regulatory News Service Announcements are available on the Barclays Investor Relations website in sections headed 'annual reports', 'results' and 'regulatory news' respectively: https://www.home.barclays/barclays-investor-relations.html. Additional Information relating to legal and regulatory risks is set out in the firm's Unaudited Statement of Financial Condition as of June 2026, available at: https://www.investmentbank.barclays.com/disclosures/barclays-capital-inc-financial-reporting.html. Additionally, a FINRA BrokerCheck Report, detailing proceedings the Firm has been involved in, is available at: http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/. Barclays is not in any compensation arrangement or relationship with any other firms or individuals.

Appendix B
Exceptions to Sample Professional Services Agreement

Barclays' Proposed Exceptions to Sample Professional Services Agreement

Barclays has the following proposed exceptions to the Insurance provisions (Section 12) of the Sample Professional Services Agreement:

- Professional Liability / Errors & Omissions: Barclays does not purchase Professional Indemnity (Errors and Omissions) Insurance. The operations of Barclays are subject to a significant body of rules and regulations that are a condition for authorisation to conduct banking and financial services business. As part of the rules concerning capital adequacy, Barclays is obliged to hold sufficient capital to absorb potential losses arising from operational risks. Barclays also has a programme of insurance reflective of its key risks, its risk appetite, and the availability of cost-effective risk transfer, but Barclays does not depend on such insurance to meet its liabilities or to fund losses.
- Copies of insurance policies: We can provide certificates of insurance and applicable endorsements, but we do not distribute copies of Barclays' insurance policies externally as they are confidential documents.
- Deductibles / self-insured retentions: We would need an exception to the provisions requiring City approval of Barclays' deductibles or self-insured retentions, including the $50,000 cap applicable to Professional Liability. Barclays cannot agree to a third-party having approval over the structure or retentions of its global insurance programme.
- Broader coverage / limits: We should also take exception to the requirement that any broader coverage or higher limits available to Barclays automatically become available to the City. Our commitment should be limited to the coverage and limits specifically agreed under the contract, subject to the terms, conditions, exclusions and retentions of Barclays' policies.
- Claims-made requirements: To the extent any required coverage is written on a claims-made basis, any confirmation should remain subject to the terms and conditions of Barclays' applicable policies rather than committing to the City's prescribed retroactive date or extended reporting requirements verbatim.

Appendix C
Barclays' Transaction Experience

Barclays Water/Sewer Underwriting Experience Since 2020							
Sale Date	Issuer	State of Issuer	Issue	Series	Role	Tax	Par ($MM)
Q4 2027	*San Francisco City/Co Public Util Comm*	*California*	*Wastewater Revenue Bonds*	*Series 2027E*	*Sr*	*TE*	*788*
Q2 2027	*East Bay Municipal Utility District*	*California*	*Water System Revenue and Refunding Bonds*	*Series 2027AB*	*Sr*	*TE*	*$700*
Q4 2026	*San Francisco City/Co Public Util Comm*	*California*	*Water Revenue Refunding Bonds*	*2026 Series*	*DP*	*TE*	*75*
9/15/2026	NYC Municipal Water Fin Auth	New York	Water & Sewer Sys 2nd Gen Reso	Fis 2027 Ser AA	Sr	TE	291
8/25/2026	Santa Clara Valley Water District[1]	California	Water System Revenue Notes	Series 2026C	Sole	TE	162
8/18/2026	City of San Bernardino Municipal Water Dept	California	Water Revenue Refunding Bonds	Series 2026	Sole	TE	36
8/6/2026	Narragansett Bay Commission	Rhode Island	Wastewater System Rev BANs	2026 Series 1	Sr	TE	100
7/15/2026	North Hudson Sewerage Authority	New Jersey	Gross Rev Snr Lien Lease Cert	Series 2026	Sole	TE	44
7/14/2026	Aquarion Water Authority	Connecticut	Water System Revenue Bonds	2026 Series A,B&D	Co	TE	1928
7/14/2026	Aquarion Water Authority	Connecticut	Water System Revenue CABs	2026 Series C&E	Co	TE	425
5/19/2026	Massachusetts Wtr Resources Auth	Massachusetts	General Revenue & Ref Bonds	2026 Series C&D	Co	TE	585
5/5/2026	Indiana Finance Authority	Indiana	First Lien Water Utility Ref Bonds	Series 2026B	Co	TE	173
5/5/2026	Indiana Finance Authority	Indiana	First Lien Water Utility Rev Bonds	Series 2026A	Co	TE	203
5/1/2026	Metropolitan St Louis Sewer Dt	Missouri	Wastewater Sys Ref Rev Bonds	Series 2026A	Sole	TE	107
3/19/2026	NYC Municipal Water Fin Auth	New York	Wtr&Swr Sys 2nd Gen Res Bonds	Fis 2026 Ser DD	Co	TE	908
2/25/2026	NYS Environmental Facs Corp	New York	State Clean Wtr & Drinking Wtr	Series 2026A	Co	TE	235
2/12/2026	District of Columbia Wtr & Swr Au	District of Columbia	Public Utility Sub Lien Ref Bonds	Series 2026A	Co	TE	339
2/12/2026	District of Columbia Wtr & Swr Au	District of Columbia	Public Utility Sub Lien Ref Bonds	Series 2026B	Co	TE	336
2/10/2026	California Dept of Wtr Resources	California	Water System Revenue Bonds	2026 Series A	Sr	TE	546
1/22/2026	NYC Municipal Water Fin Auth	New York	Water & Sewer Sys 2nd Gen Reso	Series 2026BB	Co	TE	825
11/20/2025	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Reso Rev	Subseries AA-1&2	Sr	TE	1028
11/14/2025	Miami-Dade Co-Florida	Florida	Water & Sewer Sys Rev&Ref Bonds	Series 2025A&B	Co	TE	996
11/6/2025	Los Angeles Dept Wtr & Pwr (LADWP)	California	Water System Revenue Bonds	2025 Series C	Co-Sr	TE	976
9/4/2025	Los Angeles Dept Wtr & Pwr (LADWP)	California	Water System Revenue Bonds	Series 2025B	Co	TE	163
8/14/2025	Los Angeles Dept Wtr & Pwr (LADWP)	California	Water System Revenue Bonds	2025 Series A	Co	TE	372
7/22/2025	District of Columbia Wtr & Swr Au	District of Columbia	Public Util Sub Lien Rev Ref Bds	Series 2025A	Co	TE	56
7/22/2025	District of Columbia Wtr & Swr Au	District of Columbia	Pub Util Sub Lien Rev & Ref Bds	Series 2025B	Co	TE	161
6/5/2025	San Francisco City/Co Public Util Comm	California	SF Water Revenue Bonds	Ser 2025 Subser D	Co	TE	305
6/5/2025	San Francisco City/Co Public Util Comm	California	SF Water Revenue Bonds	Ser 2025 Subser E	Co	TE	133
6/5/2025	San Francisco City/Co Public Util Comm	California	SF Water Revenue Bonds	Ser 2025 Subser F	Co	TE	550
6/3/2025	Los Angeles City-California	California	Wastewater Sys Rev Ref Bonds	Series 2025-A	Co-Sr	TE	518
5/6/2025	East Bay MUD	California	Wastewater System Rev Bonds	Series 2025A	Co-Sr	TE	29
5/6/2025	East Bay MUD	California	Wastewater Sys Rev Ref Bonds	Series 2025B	Co-Sr	TE	48
4/23/2025	NYC Municipal Water Fin Auth	New York	Water & Sewer Sys Rev Bonds	Fis 2025 Series DD	Co	TE	650
4/3/2025	San Francisco City/Co Public Util Comm	California	San Francisco Water Rev Bonds	2025 Sub-Ser A	Co	TE	468
4/3/2025	San Francisco City/Co Public Util Comm	California	San Francisco Water Rev Bonds	2025 Sub-Ser B&C	Co	TE	55
3/26/2025	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Fis 2025 Ser CC	Co	TE	560
2/27/2025	NYC Municipal Water Fin Auth	New York	Water & Swr 2nd Gen Res Bonds	Fis 2025 Ser BB	Co	TE	950
12/10/2024	Greater Chicago Metro Wtr Rec Dt	Illinois	GO Ltd Tax & Ref Alt Rev Bonds	2024 Series C&D & E	Sr	TE	76
12/10/2024	Greater Chicago Metro Wtr Rec Dt	Illinois	GO Limited Tax & Cap Imp Bonds	2024 Series A & B	Sr	TE	271
9/25/2024	NYC Municipal Water Fin Auth	New York	Water & Sewer Gen Res Rev Bonds	Fis 2025 Sub AA-1&2	Co	TE	887
9/18/2024	So California Metro Water Dt	California	Subordinate Water Rev Ref Bonds	2024 Series D	Sr;RA;CE	TE	150
9/4/2024	So California Metro Water Dt	California	Water Revenue and Refunding Bonds	2024 Series C	Sr	TE	214
4/24/2024	Three Rivers Reg Wstwtr Auth	Washington	Wastewater Revenue Bonds	Series 2024	Sole	TE	48
4/17/2024	NYC Municipal Water Fin Auth	New York	Water & Sewer 2nd Gen Res Bonds	Fis 2024 Ser CC	Sr	TE	789
3/6/2024	NYC Municipal Water Fin Auth	New York	Water and Sewer Revenue Bonds	2024 Ser BB-1&2	Sr	TE	1364
2/7/2024	East Bay MUD	California	Water System Revenue Bonds	Series 2024A	Co	TE	245
2/7/2024	East Bay MUD	California	Water System Rev Ref Bonds	Series 2024B	Co	TE	181
1/24/2024	Jacksonville Electric Authority	Florida	Water & Sewer Sys Rev Bonds	2024 Series A	Co	TE	504
9/28/2023	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Subser AA-1,2,3	Co	TE	604
9/28/2023	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Subser AA-2	Co	TE	89
9/28/2023	Snohomish Co Pub Utility Dt #1	Washington	Water System Rev Bonds	Series 2023	Sole	TE	18
9/26/2023	Clark Co Public Utility Dt #1	Washington	Water Sys Rev & Ref Bonds	Series 2023	Sole	TE	40
8/2/2023	San Antonio City-Texas	Texas	Water Sys Jr Ln Rev&Ref Bonds	Series 2023A	Sr	TE	289
6/6/2023	So California Metro Water Dt	California	Water Rev and Ref Bonds	2023 Series A	Co	TE	258
4/19/2023	Massachusetts Wtr Resources Auth	Massachusetts	General Rev & Ref Bonds	2023 Series B&C	Co	TE	234

Barclays Water/Sewer Underwriting Experience Since 2020

Sale Date	Issuer	State of Issuer	Issue	Series	Role	Tax	Par ($MM)
3/9/2023	NYC Municipal Water Fin Auth	New York	Wtr&Swr Sys 2nd Gen Res Rev Bonds	2023 Series DD	Co	TE	1293
2/16/2023	NYC Municipal Water Fin Auth	New York	Water and Sewer System Bonds	Fiscal 2023 Ser CC	Sole;RA	TE	200
12/15/2022	NYC Municipal Water Fin Auth	New York	Water and Sewer System Bonds	Fis 2023 Sub BB-1	Sole;RA	TE	100
12/8/2022	Los Angeles Dept Wtr & Pwr (LADWP)	California	Water System Revenue Bonds	2022 Series D	Sr	TE	400
11/17/2022	NYC Municipal Water Fin Auth	New York	Water & Sewer System Bonds	Fis 2023 Sub AA-1&3	Co	TE	671
11/17/2022	NYC Municipal Water Fin Auth	New York	Water & Sewer System Bonds	Fis 2023 Sub AA-2	Co	TE	25
11/17/2022	NYC Municipal Water Fin Auth	New York	Water & Sewer System Bonds	Fis 2023 Sub AA-2	Co	TE	27
11/17/2022	NYC Municipal Water Fin Auth	New York	Water & Sewer System Bonds	Fis 2023 Sub AA-2	Co-Sr	TE	27
10/18/2022	Spotsylvania Co-Virginia	Virginia	Water and Sewer Sys Rev Bonds	Series 2022	Sole	TE	65
9/28/2022	Clark Co Public Utility Dt #1	Washington	Generating System Rev Bonds	Series 2022	Sole	TE	29
7/20/2022	Yorba Linda Water Dt	California	Financing Auth Rev Bonds	Series 2022A	Sole	TE	32
5/12/2022	San Francisco City/Co Public Util Comm	California	Wastewater Revenue Ref Bonds	Series 2022 B	Co	TE	137
3/2/2022	NYC Municipal Water Fin Auth	New York	Wtr&Swr Sys 2nd Gen Res Rev Bonds	Series EE	Sr	TE	779
2/24/2022	District of Columbia Wtr & Swr Au	District of Columbia	Public Utility Sub Lien Rev Bonds	Series 2022B	Co	TE	80
2/24/2022	District of Columbia Wtr & Swr Au	District of Columbia	Pub Utility Sub Lien & Ref Bonds	Series 2022C	Co	TE	207
2/24/2022	District of Columbia Wtr & Swr Au	District of Columbia	Pub Utility Sub Lien & Ref Bonds	Series 2022D	Co	TX	149
2/4/2022	NYC Municipal Water Fin Auth	New York	Water & Sewer Revenue Bonds	Fiscal 2022 SerCC1&2	Co-Sr	TE	500
2/2/2022	West Basin Municipal Water Dt	California	Refunding Revenue Bonds	Series 2022A	Sole	TE	24
12/9/2021	Massachusetts Wtr Resources Auth	Massachusetts	Gen Revenue Refunding Bonds	2021 Series C	Co-Sr	TX	687
12/9/2021	Massachusetts Wtr Resources Auth	Massachusetts	General Revenue Bonds	2021 Series B	Co-Sr	TE	61
9/15/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Series BB-1	Co-Sr	TE	542
9/15/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Series BB-2	Co-Sr	TE	88
9/9/2021	North Hudson Sewerage Authority	New Jersey	Gross Rev Sr Ln Lease Certificate	Series 2021	Sole	TE	54
8/17/2021	Puerto Rico Aqueduct & Sewer Authority	Foreign	Revenue Refunding Bonds	Series 2021 A & B	Sr	TE	935
8/17/2021	Puerto Rico Aqueduct & Sewer Authority	Foreign	Revenue Refunding Bonds	Series 2021 C	Sr	TX	155
8/17/2021	Puerto Rico Aqueduct & Sewer Authority	Foreign	Revenue Refunding Bonds	Series 2022 A	Sr	TE	565
7/22/2021	Clark Co Public Utility Dt #1	Washington	Water System Rev & Ref Bonds	Series 2021	Sole	TE	14
7/1/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries AA-1	Co	TE	400
7/1/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries AA-2	Co	TE	50
6/24/2021	Miami-Dade Co-Florida	Florida	Sub Wtr & Swr System Rev Bonds	Series 2021	Co	TE	236
6/23/2021	Michigan Strategic Fund	Michigan	Limited Obligation Revenue Bonds	Series 2021 A	Co-Sr	TX	603
6/9/2021	West Basin Municipal Water Dt	California	Refunding Revenue Bonds	Series 2021 A	Co	TE	75
3/25/2021	Knoxville City-Tennessee	Tennessee	Wastewater System Rev Ref Bonds	Series 2021 A	Sole	TE	191
3/11/2021	NYC Municipal Water Fin Auth	New York	Municipal Wtr Finance Auth	Fiscal 2021 Ser DD	Co	TE	575
2/24/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr 2nd Gen Reso Rev Bonds	Series C Subser CC-1&3	Sr	TE	403
2/24/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr 2nd Gen Reso Rev Bonds	SeriesC Subser CC-2	Sr	TE	75
2/24/2021	NYC Municipal Water Fin Auth	New York	Wtr & Swr 2nd Gen Reso Rev Bonds	SeriesC Subser CC-2	Sr	TE	75
1/15/2021	Los Angeles Dept Wtr & Pwr (LADWP)	California	Water Sys Var Rate Demand Bonds	2021 Series A-1	Sole	TE	100
12/11/2020	Puerto Rico Aqueduct & Sewer Authority	Foreign	Revenue Refunding Bonds	Series 2020 A	Sr	TE	1351
12/11/2020	Puerto Rico Aqueduct & Sewer Authority	Foreign	Revenue Refunding Bonds	Series 2020 B	Sr	TX	19
12/3/2020	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Reso Bonds	Series BB-1 & 2	Co-Sr	TE	534
10/15/2020	Atlanta City-Georgia	Georgia	Water & Wastewater Rev Ref Bonds	Series 2020	Sr	TX	505
9/24/2020	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Subseries 2020AA-1&2	Co-Sr	TE	650
8/18/2020	El Paso City-Texas	Texas	Water & Sewer Rev Ref Bonds	Series 2020	Co	TE	34
8/18/2020	Guam Waterworks Authority	Guam	Water & Wstwtr Sys Rev Ref Bonds	Series 2020 B	Co	TX	166
8/12/2020	El Paso City-Texas	Texas	Water & Sewer Revenue Ref Bonds	Series 2020 A	Co	TX	63
7/29/2020	California Dept of Wtr Resources	California	Water System Revenue Bonds	Series BB	Co	TE	544
7/29/2020	California Dept of Wtr Resources	California	Water System Revenue Bonds	Series BC	Co	TX	515
7/9/2020	Jacksonville Electric Authority	Florida	Water & Sewer System Rev Bonds	2020 Series A	Co	TE	104
7/9/2020	Jacksonville Electric Authority	Florida	Water & Sewer Sys Sub Rev Bonds	2020 Series A	Co	TE	27
6/3/2020	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Series FF & Sub GG-1	Co-Sr	TE	608

Barclays Water/Sewer Underwriting Experience Since 2020							
Sale Date	Issuer	State of Issuer	Issue	Series	Role	Tax	Par ($MM)
6/3/2020	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Fiscal 2020 Sub GG-2	Co-Sr	TE	35
6/3/2020	NYC Municipal Water Fin Auth	New York	Wtr & Swr Sys 2nd Gen Res Bonds	Fiscal 2020 Sub GG-2	Co-Sr	TE	65
5/28/2020	Guam Waterworks Authority	Guam	Water and Wstwtr Sys Rev Bonds	Series 2020 A	Co-Sr	TE	134
5/18/2020	Texas Water Development Board	Texas	State Revolving Fund Rev Bonds	New Series 2020	Co	TE	353
3/11/2020	NYC Municipal Water Fin Auth	New York	Wtr&Swr Sys 2nd Gen Res Rev Bond	Series EE	Sr	TE	399
2/26/2020	Narragansett Bay Commission	Rhode Island	Wastewater System Ref Rev Bonds	2020 Series A	Sr	TX	196
2/6/2020	NYC Municipal Water Fin Auth	New York	Water & Sewer System Rev Bonds	20SerDD Sub DD1 &DD3	Co	TE	481
2/6/2020	NYC Municipal Water Fin Auth	New York	Water & Sewer System Rev Bonds	20 Ser DD Subser DD2	Co	TE	47
1/17/2020	North Miami Beach City-Florida	Florida	Water Revenue Bonds	Series 2020 A	Sole	TE	40
1/17/2020	North Miami Beach City-Florida	Florida	Water Revenue Refunding Bonds	Series 2020 B	Sole	TX	40
Total[2]	**113 Deals**						**$38,899**

[1]Competitive Deal

[2]Totals Do Not Reflect Upcoming Deals or Competitive Deals

**Co-Sr = Co-Senior, DP = Direct Purchase, TE = Tax-Exempt, TX = Taxable, RA = Remarketing Agent, CE = Credit Enhancer*

California Water

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City Council Agenda Report

ITEM NO. 15

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Cristofer Davila, Management Assistant
Jennifer Colby, Public Affairs Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE PRINT SPOT FOR PRINTING AND MAILING SERVICES IN AN AMOUNT NOT TO EXCEED $45,000 THROUGH JUNE 30, 2027; FIND IT IS IN THE BEST INTEREST OF THE CITY TO WAIVE FORMAL BIDDING; AND AUTHORIZE CITY DEPARTMENTS TO USE THE AGREEMENT FOR DEPARTMENTAL PRINTING NEEDS UP TO THE DEPARTMENT'S APPROVED BUDGET**

Recommendation

It is recommended that the City Council:

1. Approve a Professional Services Agreement with The Print Spot for printing and mailing services for a term from November 18, 2026, through June 30, 2027, in an amount not to exceed $45,000;
2. Authorize the City Manager to execute the Agreement, in the final form approved by the City Attorney;
3. Authorize City departments to utilize ("piggyback") this Agreement for additional printing services, and
4. Authorize the City Manager to amend the established PO to accommodate those additional services, provided that sufficient funds are available within each respective department's approved budget.

Executive Summary

The City buys printing and mailing services for its quarterly newsletter, door hangers, large-format signage, direct mail, and other public communications. These services are currently purchased job by job with no written agreement, so pricing, insurance requirements, and total spending with any one vendor are not set by contract, and staff must request and compare quotes for routine work. As the Public Affairs Division has expanded the City's outreach, the volume and regularity of this work now calls for a standing agreement.

After soliciting informal bids from three local vendors, staff recommends that the City Council approve a Professional Services Agreement with The Print Spot, a South Pasadena business, from November 18, 2026, through June 30, 2027, in an amount not to exceed $45,000. The Agreement locks in rates for the term, bills postage at actual USPS cost with no markup, and applies the City's standard insurance and indemnity protections. It is non-exclusive and is intended as a short-term solution: the City will conduct a formal competitive bidding process

for printing and mailing services for FY 2027-2028. Staff also requests that City departments be authorized to piggyback on this Agreement for printing services, with any related amendments processed internally rather than returning to City Council each time.

Background
On October 1, 2025, the City Council approved a resolution amending the FY 2025-2026 Adopted Budget to appropriate $69,500 to establish an operating budget for the Public Affairs Division, including a new quarterly printed newsletter and additional printing services. The City obtained three quotes before printing the first newsletter edition in 2026, and The Print Spot came in as the lowest bidder and provided those services.

Staff obtained a proposed scope of services and fee schedule from The Print Spot reflecting services previously provided to the City. The Print Spot submitted the Scope of Services (Exhibit A) and its fee schedule (Exhibit B), which are included in the proposed agreement.

Analysis
Cities may contract with commercial print and mail vendors for high-volume printing and mailing since producing and distributing public materials in-house would require specialized equipment, staff time, and postal processing capacity that are costly to maintain. These specialized vendors handle the printing, folding, inserting, addressing, presorting, and postage processing for items like utility bills, tax and license renewal notices, newsletters, recreation guides, public hearing notices, and other community outreach materials. Because vendors process mail in bulk, they qualify for discounted postal rates that cities generally cannot get on their own.

The City does not currently have a contractual arrangement with a local commercial printing and mailing vendor. Instead, staff has primarily purchased printing services from three vendors, Cantu Graphics, The Print Spot, and The Sauce by requesting quotes for each and every print job, which often time causes delays for time sensitive communication material.

Procurement Process
In an effort to expedite the process for securing a printing services vendor, staff recommends that the City Council waive formal competitive bidding and, instead, accept the three informal quotes staff received from Cantu Graphics, The Print Spot, and The Sauce. The intent is to award a non-exclusive contract based on informal quotes that will be in force through the end of the fiscal year (i.e. June 30, 2027) to allow staff to more quickly request printing services for timely communication material without having to solicit quotes each time. Prior to the expiration of the proposed agreement, staff will conduct a formal bid process with the intent of entering into a citywide blanket purchase order that can be used by all City departments.

Informal quotes were solicited based on the cost to print the City's Quarterly Newsletter, which are provided below:

Vendor	**Cost**
Cantu Graphics	$8,348.48
The Print Spot	$7,317.50
The Sauce	$8,644.50

Given the prior informal competition, short contract term, and flexibility to use other vendors, as well as the pricing protections and quick printing and mailing turnaround offered through a contractual agreement, staff believes waiving formal competitive bidding and entering into the proposed Agreement with The Print Spot is in the City's best interest.

The Print Spot
The Print Spot is a family-owned business servicing South Pasadena and surrounding communities with an emphasis on high-quality customer service. The Print Spot is familiar with the City's branding, newsletter formats, and mailing requirements. The Agreement is non-exclusive, so departments may continue using other vendors when they better meet the City's needs for price, capacity, or specialized work.

Fiscal Impact
The Agreement has a not-to-exceed amount of $45,000 for the term of November 18, 2026, through June 30, 2027. As the City's first agreement for printing and mailing services, staff will use this short-term arrangement to evaluate the Public Affairs Division's printing and mailing needs under a centralized agreement. The City is not obligated to spend the full amount.

Funding for the Agreement is included in the FY 2026-2027 Adopted Budget for the Public Affairs Division, with $32,500 allocated from the Community Engagement account (101-2010-2041-8190-000) and $12,500 from the Printing/Duplicating account (101-2010-2041-8050-000). Other City departments may utilize the Agreement for additional printing services on an as-needed basis, using funds available within their respective approved budgets. Any amendments needed to accommodate these services will be processed internally through the Finance Department. Funding for FY 2027-2028 and future years will be requested through the annual budget process.

Key Performance Indicators and Strategic Plan
The Agreement supports City Council Goals and Priorities #5, Operational Efficiencies, which calls for establishing a Communications Strategy to better communicate with residents through newspapers, advertisements, social media, newsletters, and direct communications through organizations. Printing and mailing are how the City’s quarterly newsletter, direct mail, and outreach materials reach residents, and a standing agreement allows staff to produce these on a regular schedule.

Attachment:
Attachment 1 - Proposed Professional Services Agreement The Print Spot

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

City of South Pasadena /The Print Spot

1. IDENTIFICATION

This Professional Services Agreement ("Agreement") is entered into as of November 18, 2026, by and between the City of South Pasadena, a California municipal corporation ("City"), and The Print Spot ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Printing and mailing 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": attached hereto as Exhibit A, and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Jennifer Colby, Public Affairs Manager. 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 Forty-Five Thousand Dollars ($45,000).

3.5. "Commencement Date": November 18, 2026

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

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. The term of this agreement shall commence on November 18, 2026, and shall remain in effect through June 30, 2027.

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 expenditure 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. Wende Lee shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

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

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

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

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

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

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

If the term of the agreement is extended, Consultant's compensation shall be as set worth in the fee schedule. Compensation for the additional one (1) year term shall not exceed the amount approved for such services in the applicable city approved budget.

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

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

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

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

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

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

8. PREVAILING WAGES

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

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $4,000,000
  - Personal & Advertising Injury $2,000,000
  - Each Occurrence $2,000,000
  - Fire Damage (any one fire) $100,000
  - Medical Expense (any 1 person) $10,000

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

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

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

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

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

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

12.7. P**rofessional 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 insurance policies 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 coverage. The name and address for Additional Insured

Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City	If to Consultant
Todd Hileman, City Manager	Wende Lee, Contract Administrator
City of South Pasadena	The Print Spot
1414 Mission Street	1709 Meridian Avenue
South Pasadena, CA 91030	South Pasadena, CA 91030
Phone: 626 403-7212	Phone: 323 399-1362
Email: cmoffice@southpasadenaca.gov	Email: printspot323@gmail.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 213-626-0078

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 here from shall be effective and binding only if made in writing and executed 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 of South Pasadena	The Print Spot
By:_____	By:_____
Todd Hileman	Wende Lee
City Manager	Contract Administrator

Attest:

By:_____
Nikima S. Newsome
Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

THE PRINT SPOT

1709 Meridian Ave, South Pasadena, CA 91030 | (323) 399-1362 | printspot323@gmail.com

SCOPE OF SERVICES — CITY OF SOUTH PASADENA

Proposed Exhibit A to Professional Services Agreement. The Print Spot will provide the following printing and mailing services to the City of South Pasadena for the term of the Agreement.

1. Quarterly Newsletter

- Production of the City's quarterly newsletter, four (4) editions per year.
- Includes design layout support, printing, and — where requested — mail merge, tabbing, sorting, and mailing/postage services.
- Specifications (page count, stock, trim size, quantity) to be confirmed per edition; pricing per the attached Rate Sheet.
- Additional newsletter editions or special editions available upon request at the same per-unit rates.

2. Door Hangers

- Design, printing, and production of door hangers for City outreach and notices, in quantities and specifications as requested.

3. Large-Format Printing

- Posters, foam board mounts, vinyl banners, and other large-format print materials for City events, signage, and public communications.

4. Direct Mail

- Postcards, flyers, and mailers, including EDDM (Every Door Direct Mail) filing and postage, address printing, insertion, sorting/bundling, and mailing list purchase where needed.
- Postage billed as a pass-through cost at actual USPS rates.

5. Business Cards

- Standard business card printing for City staff as requested.

6. Other Printing Services, As Needed

- Additional services including but not limited to: tri-fold brochures, proclamations and certificates, graphic design/layout, photo prints, and other print collateral as requested by the City.

Pricing

All services billed per the attached Rate Sheet (Exhibit B), subject to the annual CPI-based adjustment described therein, not to exceed the Agreement's total not-to-exceed amount of $180,000 over the three-year term.

THE PRINT SPOT

1709 Meridian Ave, South Pasadena, CA 91030 | (323) 399-1362 | printspot323@gmail.com

APPROVED FEE SCHEDULE — CITY OF SOUTH PASADENA

Proposed Exhibit A/B to Professional Services Agreement. Rates below reflect The Print Spot's standard pricing for services historically provided to the City of South Pasadena and are offered for the initial contract term.

1. Quarterly Newsletters & Publication Printing

Pricing depends on page count, stock, and quantity. Representative pricing from recent City jobs:

Item	Unit / Basis	Rate	Notes
12-page newsletter, 70# offset, 11x17 folded to 8.5x5.5 w/ tabs	per copy (600 qty)	$2.83	Digital print, includes fold/tab
8-page newsletter, 80# gloss book, 8.5x11	per copy (12,000 qty)	$0.58	Larger run pricing
Bi-fold newsletter, 11x17, 100# gloss book	per copy (12,200 qty)	$0.43	Larger run pricing

2. Door Hangers

Item	Unit / Basis	Rate	Notes
4.25" x 11" door hanger, 4/4	per piece (100 qty)	$1.25	Volume pricing available above 500 pcs

3. Large-Format Printing

Item	Unit / Basis	Rate	Notes
Poster, 24"x36", mounted on PVC, 4/0	each	$65.00	
Poster, 11x17, 4/0	each	$1.50	Lower cost, unmounted
Foam board, 24"x36"	each	$126.00	Rush pricing
Vinyl banner, up to 120"x36", grommets every 2 ft	each	$125.00	Larger sizes quoted individually

4. Direct Mail Services

Printing, EDDM/mail processing, and postage are billed as separate line items:

Item	Unit / Basis	Rate	Notes
Postcard, 6x9, 4/4	per piece	$0.95	
Postcard, 4x6, 4/4	per piece	$1.15	Lower qty pricing
EDDM mailer, 11x17 folded, 4/4	per piece	$0.41	Print only

Item	Unit / Basis	Rate	Notes
EDDM Service & Postage (USPS filing + postage)	per piece	$0.05 – $0.27	Varies by USPS rate at time of mailing
Bundling / Tab & Bundle per EDDM specs	per piece	$0.05 – $0.08	
Mail Merge (under 1,000 records)	flat fee	$75.00	
Mail Merge (1,001–3,000 records)	flat fee	$99.00	
Mailing — print addresses on collateral	per piece	$0.12	
Mailing — insert (per piece)	per piece	$0.05	
Mailing — sort & bundle	per piece	$0.02	
Sort/Tab services for pre-sorted mailing	flat fee	$250.00	
Postage	per piece	at USPS cost	Pass-through, billed at actual postage rate
Mailing list purchase	per project	$250.00+	Varies by list size/criteria

5. Business Cards / Stationery

Item	Unit / Basis	Rate	Notes
Standard business cards, 4/4, 16pt	per box of 250	Quote to follow	Pending sample review; quote to be provided shortly

6. Other Printing & Design Services

Item	Unit / Basis	Rate	Notes
Tri-fold brochure, 8.5x11, uncoated text	per piece	$1.00 – $1.25	Rate improves at higher quantity
Graphic design / layout services	per hour	$75.00	
Project set-up fee	per project	$100.00	Applies to new mail/print projects as needed
2x3 photo prints	per print	$6.67	

Annual Price Adjustment

Rates above shall remain in effect for the first contract year (November 18, 2026 to June 30,2027). Beginning in Year 2, rates may be adjusted annually based on the change in the Consumer Price Index (CPI-U, Los Angeles metropolitan area), not to exceed 5% in any given year. Postage pass-through costs will continue to be billed at actual USPS rates at time of mailing, regardless of this cap.

City Council Agenda Report

ITEM NO. 16

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/Chief Financial Officer

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 8044 SUPPORTING JOINT ADVOCACY BY THE FOOTHILL CITIES TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY REGARDING FARE ENFORCEMENT, FAREGATE INSTALLATION, AND SECURITY AT METRO A-LINE STATIONS**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 8044 supporting joint advocacy by the Foothill Cities to the Los Angeles County Metropolitan Transportation Authority (Metro) regarding fare enforcement, faregate installation, and security at Metro A Line stations; and
2. Authorize the Mayor to sign the joint statement to the Metro Board of Directors in substantially the form attached.

Executive Summary

Ten cities with Metro A Line stations (Arcadia, Azusa, Duarte, Glendora, Irwindale, La Verne, Monrovia, Pasadena, San Dimas, and South Pasadena) have drafted a joint letter to the Board of Directors of the Los Angeles County Metropolitan Transportation Authority (Attachment 2). The letter requests three actions: 1) installation of faregates serving the A Line at Union Station; 2) a Metro-funded, expedited plan to install faregates at A Line stations in the participating cities; and 3) Metro-led fare enforcement and security applied consistently at all A Line platforms.

The letter is meant to be signed by the mayor of each participating city. The City's Legislative Advocacy Policy provides that positions not expressly covered by the adopted Legislative Platform are brought to the City Council for direction. The proposed resolution would establish the City's position on the three requests and authorize the Mayor to sign the letter.

Background

On July 26, 2003, the South Pasadena Station opened on July 26, 2003, as part of the Metro Gold Line between Union Station and Pasadena. The line was later designated the L Line and, following completion of the Regional Connector in 2023, became part of the A Line. The A Line was extended to Pomona on September 19, 2025.

In February 2017, the Metro Board approved a multi-agency law enforcement contract under

which the Los Angeles County Sheriff's Department, the Los Angeles Police Department, and the Long Beach Police Department provide policing on the bus and rail system. The Sheriff's Department is the contracted agency for stations outside the cities of Los Angeles and Long Beach.

On June 21, 2017, the South Pasadena City Council requested that a letter be sent to Metro regarding the visibility of law enforcement on the rail line and buses serving South Pasadena.

On December 1, 2021, the City Council unanimously approved a letter to the Metro Board opposing a recommendation from an ad hoc committee of Metro's Public Safety Advisory Committee to end contracted law enforcement on the system and reallocate approximately $75 million to non-law enforcement alternatives (Attachment 3). The letter referenced the limited visibility of law enforcement on trains and at stations, requested an accounting of law enforcement deployment along the L Line, and expressed support for a transit ambassador program. The Metro Board subsequently approved $75.2 million in additional contract authority for law enforcement services.

In 2022 and 2023, Metro launched its Transit Ambassador program, placing unarmed staff on trains and at stations.

On June 27, 2024, the Metro Board approved an implementation plan to establish an in-house transit public safety department, since named the Metro Department of Public Safety, to be phased in over several years.

On February 27, 2025, the Metro Board established a $15.3 million project budget to install taller faregates at eleven (11) additional stations, following a first phase of ten (10) stations funded at $14.4 million. The South Pasadena Station was not included in either phase.

In February 2026, Metro staff reported to the Metro Board's Operations, Safety, and Customer Experience Committee that A Line stations with taller faregates recorded a 32 percent decrease in violent crime and a 7 percent decrease in property crime, while the A Line as a whole recorded a 10 percent increase in violent crime over the same period.

In November 2026, the Foothill Cities circulated a draft joint letter for signature by each city's mayor.

Analysis

Regional transportation agencies like Metro plan, fund, and operate systems that cross many jurisdictions, and decisions made at the agency level on fare enforcement, station access, and security affect each host city in similar ways. A single city has limited standing to influence systemwide policy, and separate requests from individual cities can produce station-by-station responses that differ along the same line. A coordinated response allows the affected cities to present a common set of facts and a single set of requests, which gives the agency's governing board a consistent basis for action and reduces the likelihood that conditions addressed at one station move to another.

Joint action also documents that the costs local agencies are absorbing, including police personnel time and the potential use of local return funds, are shared across the corridor and are not specific to one community. For these reasons, staff at the cities that host Metro A Line stations have prepared a joint letter to the Metro Board of Directors, and the City Council is

asked to consider the City's participation and to establish a City position, by resolution, on the three requests the letter makes of Metro.

The joint letter makes three requests to Metro:

1. Install and enforce faregates serving the A Line at Union Station;
2. Expedite a plan for faregates at A Line stations in the participating cities, where physically and operationally feasible, funded by Metro; and
3. Enhance Metro-led fare enforcement and security and apply enforcement consistently at all platforms.

The proposed letter highlights that the A Line platform at Union Station is not gated while all the other rail lines are, which makes the A-Line the easiest for riders to access without paying a fare. In response to requests to install fare gates, Metro has suggested cities consider using local return funds for faregate installation. The City receives local return allocations under Proposition A, Proposition C, Measure R, and Measure M and programs them for local transit, street, and mobility purposes.

This position by Metro creates a significant inequity for cities with light rail stations as they are expected to divert local return funds while cities without a light rail station are not saddled with that same financial burden and may use those funds for street and sidewalk infrastructure improvements, among other uses. It should be noted that local return funds are based on population and cities with a Metro station do not receive more funding than those without.

With regards to public safety, the South Pasadena Police Department has responded to more than 25 calls for service since January 2026, primarily related to property crimes. Additionally, the Los Angeles Sherriff's Department (LASD) Transit Services Bureau has reported four (4) crimes at the South Pasadena Station in 2026.

Adoption of the proposed Resolution would place the City on record with the other A-Line cities and authorize the Mayor's signature. It states the City's position on the three requests and aligns with the adopted Legislative Platform positions on regional cost-shifting, protection of local transportation funding, and public safety; is consistent with the City Council's December 2021 communication to Metro; and is being advanced jointly with the other cities that host A Line stations.

If the City does not participate, it is anticipated that the letter would proceed without South Pasadena's signature.

Fiscal Impact
There is no fiscal impact associated with adoption of the resolution or signature of the joint letter. No appropriation is requested, and staff time for coordination is included within the adopted Fiscal Year 2026-27 City Manager's Office Work Plan.

Attachment:
Attachment No. 1 - Resolution No. 8044
Attachment No. 2 - Letter to Metro DRAFT
Attachment No. 3 - December 1, 2021 City Council Letter to Metro

RESOLUTION NO. 8044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, SUPPORTING JOINT ADVOCACY BY THE FOOTHILL CITIES TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR CONSISTENT FARE ENFORCEMENT, FAREGATE INSTALLATION, AND METRO-LED SECURITY AT METRO A LINE STATIONS, AND AUTHORIZING THE MAYOR TO SIGN A JOINT STATEMENT TO THE METRO BOARD OF DIRECTORS

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (Metro) owns and operates the Metro A Line, a light rail line that serves the South Pasadena Station at Mission Street and Meridian Avenue and connects the City of South Pasadena to Los Angeles Union Station, the San Gabriel Valley foothill communities, and Long Beach; and

WHEREAS, the South Pasadena Station opened in 2003 and is located in the City's Mission Street commercial district, adjacent to residences, businesses, and public facilities; and

WHEREAS, the City of South Pasadena supports public transportation and recognizes its role in regional mobility, environmental sustainability, and local economic activity; and

WHEREAS, the City Council has previously communicated with the Metro Board of Directors regarding safety and the presence of law enforcement on the rail line and at the South Pasadena Station, including a letter approved by the City Council on December 1, 2021; and

WHEREAS, the Cities of Arcadia, Azusa, Duarte, Glendora, Irwindale, La Verne, Monrovia, Pasadena, San Dimas, and South Pasadena (collectively, the "Foothill Cities") host Metro A Line stations and desire to issue a joint statement to the Metro Board of Directors regarding fare enforcement, faregate installation, and security at A Line stations (the "Joint Letter"), attached to this Resolution as Exhibit A; and

WHEREAS, the Foothill Cities report that local police departments are dedicating personnel and resources to activity at and around Metro station platforms, and that fare inspection and enforcement practices vary from station to station along the A Line; and

WHEREAS, Metro has installed taller faregates at selected rail stations since 2025 and has reported to its Board of Directors that A Line stations equipped with taller faregates experienced reductions in reported crime; and

WHEREAS, the Joint Statement indicates that Metro has suggested that cities consider using local return funds to finance faregate improvements at stations, and local return funds are relied upon by the City for local transit, street, and mobility programs; and

WHEREAS, the City's 2026 Legislative Platform opposes shifting the cost of regional transportation infrastructure to local agencies, opposes reducing or redirecting local street and road funding sources, supports funding for public safety, and supports regional collaboration that does not erode local authority; and

WHEREAS, Los Angeles County will host the 2028 Olympic and Paralympic Games, which are anticipated to increase regional visitation and transit ridership; and

WHEREAS, the City Council desires to express its support for the requests set forth in the Joint Statement and to authorize the City's participation in the joint advocacy effort.

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

SECTION 1. The foregoing recitals are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council supports joint advocacy by the Foothill Cities requesting that Metro take action, including, but not limited to, the following:

A. Install faregates serving the A Line at Los Angeles Union Station and enforce fare payment at that location.

B. Develop and implement an expedited plan to install faregates at A Line stations in the Foothill Cities, including the South Pasadena Station, with the cost funded by Metro and not from the local return funds of the host cities.

C. Assume responsibility for fare enforcement, platform security, and related safety operations at all A Line platforms, applied consistently across the line, with coordinated staffing and public reporting on deployment.

SECTION 3. The Mayor is authorized to sign the Joint Statement on behalf of the City in substantially the form attached as Exhibit A, subject to non-substantive revisions agreed upon by the participating cities and approved by the City Manager.

SECTION 4. The City Manager, or designee, is directed to transmit a certified copy of this Resolution to the Metro Board of Directors and the Metro Chief Executive Officer, and is authorized to provide copies to the participating Foothill Cities, the San Gabriel Valley Council of Governments, and the City's representatives on regional bodies.

SECTION 5. The City Manager, or designee, is authorized to continue coordinating with the Foothill Cities and Metro staff on the matters described in this Resolution and to report to the City Council on Metro's response.

SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED ON this 18th day of November, 2026.

_____
Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 8044 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th day of November, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nikima S. Newsome, City Clerk

Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: boardclerk@metro.net

Subject: Urgent Regional Request for Equitable Fare Enforcement, Faregate Installation, and Enhanced Security at Metro A Line Stations

Chair and Members of the Board of Directors,

On behalf of the Cities of Arcadia, Azusa, Duarte, Glendora, Irwindale, La Verne, Monrovia, Pasadena, San Dimas, and South Pasadena, we write collectively to express our serious and growing concern regarding the lack of meaningful action by Metro to address longstanding public safety and operational issues affecting our communities along the A Line.

Despite repeated correspondence and requests for assistance from our cities, Metro has failed to provide adequate responses or actionable solutions. Previous letters have gone unanswered, and when responses have been provided, they have largely deflected the specific concerns raised rather than addressing the underlying problems. This lack of transparency, accountability, and follow-through is unacceptable, particularly given the increasing burden being placed on our local governments and residents.

Our cities are experiencing disproportionate and escalating impacts associated with A Line operations, including increases in crime, theft, vandalism, loitering, and other disruptive activities at and around station platforms. Local police departments are increasingly required to dedicate personnel and resources to patrol Metro platforms and surrounding areas, creating additional and recurring costs that should not fall disproportionately on the communities served by the rail system. These impacts affect public safety, businesses, residents, and the overall quality of life in our downtown areas.

Equally concerning is the inconsistent and unequal application of fare enforcement throughout the A Line. Fare inspections and enforcement measures appear to vary significantly from station to station, without a consistent systemwide standard. Our communities should not bear a disproportionate share of the consequences of inconsistent enforcement practices elsewhere along the line.

In light of these concerns, the undersigned cities collectively request that Metro take the following actions:

1. Immediate Installation of Faregates at Union Station. Metro must immediately prioritize the installation and enforcement of faregates at Union Station. It is baffling that Union Station, one of the region's most significant transit hubs, has faregates serving its other rail lines, yet the A Line remains the lone exception. This disparity represents not only a significant systemwide fare-control and operational gap, but also an avoidable public safety concern. The absence of controlled access undermines fare compliance, compromises rider safety and security, and allows issues to migrate throughout the system and into the foothill communities. Implementing effective faregate access and enforcement at Union Station is an immediate, practical measure that could substantially reduce fare evasion and help alleviate many of the downstream impacts currently borne by our cities.

2. Expedited Installation of Faregates Throughout the A Line. Metro must develop and implement an expedited plan for faregate installation at A Line stations throughout our communities, wherever physically and operationally feasible, consistent with fare-control and security practices elsewhere in the system. Importantly, the cost of these improvements must be borne by Metro as part of its responsibility to operate, maintain, and secure its transit system. Metro has previously suggested that cities consider utilizing their local return funds to finance these improvements. We strongly reject this approach. Local return funds are intended to support essential municipal services and community programs. Diverting these resources to pay for infrastructure that is fundamentally Metro's responsibility would further penalize the very communities already disproportionately impacted by the system. Our cities should not be forced to sacrifice essential local services to compensate for gaps in Metro's fare-control and security infrastructure. Metro must identify and commit its own funding resources to implement these necessary improvements.

3. Metro-Led Fare Enforcement and Security at All Platforms. Fare enforcement, platform security, and related safety operations must be the responsibility of Metro and implemented consistently across the entire line. It is neither reasonable nor sustainable for individual cities to continually absorb the personnel costs and operational burden of addressing issues occurring on Metro property. Metro must establish a coordinated, adequately staffed, and transparent system of enforcement and security, rather than leaving each municipality to independently manage these challenges.

These concerns are particularly urgent as Los Angeles County prepares to host the 2028 Olympic and Paralympic Games, which will bring increased regional visitation and anticipated transit ridership. Without logical improvements to fare enforcement, station security, and operational accountability, the existing challenges will only be amplified.

Our cities support public transportation and recognize its importance to regional mobility and economic vitality. However, the success of the system cannot come at the expense of the communities that host its stations. We expect Metro to be an active partner in addressing these issues and to take responsibility for the safety and security of its own facilities.

We look forward to Metro's immediate attention and meaningful engagement on behalf of the residents and businesses of the Foothill A Line communities.

Sincerely,

Mayor
City of Arcadia

Mayor
City of Azusa

Mayor
City of Duarte

Mayor
City of Glendora

Mayor
City of Irwindale

Mayor
City of La Verne

Mayor
City of Monrovia

Mayor
City of Pasadena

Mayor
City of San Dimas

Mayor
City of South Pasadena

cc: Stephanie N. Wiggins, Chief Executive Officer, Los Angeles Metropolitan Transportation Authority
Chair, San Gabriel Valley Council of Governments

CITY OF SOUTH PASADENA
1414 MISSION STREET, SOUTH PASADENA, CA 91030
TEL: (626) 403-7210 ▪ FAX: (626) 403-7211
WWW.SOUTHPASADENACA.GOV

December 1, 2021

Honorable Chair Solis and Metro Board of Directors
One Gateway Plaza
Los Angeles, CA 90012

Honorable Chair Solis and Metro Board of Directors:

We have drafted this letter to articulate our staunch opposition and deep concern regarding the recent recommendation made by the Metro Public Safety Advisory Committee (PSAC) to fully defund law enforcement from Metro. This would involve a shift away from and ultimately reduce or remove uniformed law enforcement contracts from Metro operations. We whole-heartedly recognize the need for a wide-ranging, multi-faceted approach to address existing social concerns, especially among at-risk populations. However, it is clear that local municipalities and jurisdictions would face immense challenges if Metro were to reduce the presence of law enforcement on rail lines, platforms, and buses. Additionally, we believe that Gold Line light-rail users boarding, alighting, or traveling through our City would be placed at an undue safety risk.

The City of South Pasadena has a single Gold Line rail station at the intersection of Meridian Avenue and Mission Street. On either side of this station are stops in the Cities of Los Angeles and Pasadena. Since the City of South Pasadena has only one stop, this could create jurisdictional confusion and delayed response to crimes in progress whether they occurred inside or outside the City of South Pasadena.

The South Pasadena Police Department does not currently have the staffing levels to consistently monitor and patrol the light-rail platform and respond to incidents that take place on trains and in nearby public parking structures. These tasks require additional staffing, training, and general resources. Additionally, there are certain federal guidelines that govern this type of enforcement, which the Department would need to be trained in. As it currently stands, our officers are in regular communication with the Los Angeles County Deputies that monitor the Gold Line station. We fully support the study and analysis of a variety of methods of addressing homelessness and ensuring equity for all. This, however, does not negate the fact that law enforcement is a fundamental need and tool for which there is no substitute.

We respectfully ask that you reject the recommendation before you and continue to ensure a commitment to public safety for all Metro users through the appropriate law enforcement agencies.

Sincerely,

Diana Mahmud
Mayor, City of South Pasadena

City Council Agenda Report

ITEM NO. 17

DATE: November 18, 2026

FROM: Sheila Rossi, Mayor

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONSIDERATION OF APPOINTMENT OF EDGAR VARELA TO THE COMMUNITY SERVICES COMMISSION**

Recommendation

It is recommended by Mayor Rossi that the City Council appoint Edgar Varela to the Community Services Commission to a partial term ending December 31, 2027.

Executive Summary

This report recommends the appointment of Edgar Varela to the Community Services Commission to fill a partial term expiring on December 31, 2027. Filling this vacancy will help ensure the Commission maintains a full complement of members and can continue to effectively carry out its responsibilities.

The appointment is made in accordance with the South Pasadena Municipal Code, which requires approval by the Mayor and City Council. Any costs associated with onboarding and training will be absorbed within existing departmental budgets.

Background

This appointment is to fill a vacancy on the Community Services Commission. The vacancy was created by the resignation of a Commission member in October 2026, resulting in an unexpired term ending on December 31, 2027. The Mayor is requesting that the vacancy be filled for the remainder of the term.

Pursuant to South Pasadena Municipal Code (SPMC) Section 2.23(a), the Community Services Commission is comprised of five adult members appointed by the Mayor with the approval of at least three members of the City Council. When a vacancy occurs before the expiration of a term, SPMC Section 2.26(a) authorizes the Mayor to appoint a replacement, subject to City Council approval, to serve the remainder of the unexpired term. Pursuant to SPMC Section 2.25(a), full Commission terms are three years in length and run from January 1 through December 31.

The City actively recruits qualified residents to serve on its boards and commissions as vacancies occur. In accordance with the Maddy Act, unscheduled vacancies are publicly noticed on the City's website to promote transparency and encourage community participation. Interested residents may submit an application through the City's website or through the City Clerk's Office.

Alternatives
The City Council has the following alternatives to consider:

1. Take no action and carry this item over for discussion to a future meeting; or
2. Provide alternative direction to staff.

Fiscal Impact
The costs of onboarding, training, and conducting commission meetings have been accounted for in department budgets. The recommended action has no direct fiscal impact.

City Council Agenda Report

ITEM NO. 18

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager / Chief Financial Officer
William Castrillon, Budget and Purchasing Manager

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 8040 APPROVING THE REALLOCATION OF FUNDING FROM COMPLETED CAPITAL PROJECTS TO CAPITAL PROJECTS THAT REQUIRE ADDITIONAL FUNDING TO COMPLETE**

Recommendation

It is recommended that the City Council Adopt Resolution No. 8040 (Attachment 1) reallocating funds from completed Capital Projects to Capital Projects that require additional funding to ensure project budgets accurately reflect current funding needs (Attachment 1, Exhibit A).

Executive Summary

In coordination with the responsible City departments, the Finance Department reviews the City's Capital Improvement Program (CIP) projects and related funding as part of the annual budget closeout process. Subsequently, staff completed the annual CIP carryover process on August 19, 2026, rolling over $18,496,272 of encumbered and unencumbered CIP funds to FY 2026-2027 to ensure multi-year capital projects have funding to continue moving forward. The review also identified completed CIPs with surplus funds available for reallocation and CIPs that require additional funding to complete.

Staff recommends reallocating eligible surplus funds to CIP projects requiring additional funding. This action will not increase the overall CIP budget, nor the total amount budgeted toward CIPs in each Fund, but will better align available resources with current project needs and improve the accuracy of CIP project budgets.

Background

On June 17, 2026, the City Council adopted the Fiscal Year 2026-2027 Operating and Capital Budgets. The Capital Budget included estimated carryovers based on preliminary year end expenditure projections.

On September 2, 2026, the City Council approved the warrant register, which included final payments attributable to Fiscal Year 2025-2026 pursuant to the City’s 60-day accrual period.

Analysis

The City maintains a multi-year Capital Improvement Program (CIP) to plan, budget, and manage capital projects that address the City's infrastructure, facilities, transportation,

technology, and other long-term capital needs. As part of the annual budget closeout process, the Finance Department works with lead departments to review CIP projects and determine the status of projects funded in the prior fiscal year. Projects that were not completed by the end of the fiscal year may require funding to be carried forward into the subsequent fiscal year to continue and complete the project.

During this annual review, Finance and Public Works identified projects with available balances that are no longer required for their originally approved purpose or that are expected to have funding remaining after completion. Finance and Public Works also identified projects where current estimated costs exceed the available project budget and additional funding is needed to complete the project.

Rather than leaving unnecessary funding assigned to completed or substantially completed projects and asking for budget enhancements for underfunded projects, Finance recommends that eligible surplus funds be reallocated to other approved CIP projects with demonstrated funding needs.

Reallocation of Surplus Funds

The proposed reallocations (Attachment 1, Exhibit A) are intended to improve the accuracy of the City's CIP project budgets and ensure available resources are directed toward projects that require additional funding.

The proposed action does not increase the City's overall CIP appropriations. Instead, it reallocates existing resources from projects with identified surplus funding to projects with additional funding requirements.

Fund	Project	Description	FY 2026-27 Current Budget	Proposed Reduction	Proposed Increase	Revised Budget
116	9017	Civic Center/Mound Solar Panel Installation	218,335	(94,379)	-	123,956
116	9338	Library/ Comm Ctr Site Plan	1,400	(1,400)	-	-
116	9033	Grevalia & Berkshire Pocket Park	4,736	(4,736)	-	-
116	9032	Public Works Yard Security Enhancement	-	-	40,515	40,515
116	9214	FD Diesel Exhaust System Replacement	11,583	-	60,000	71,583
			236,054	**(100,515)**	**100,515**	**236,054**

Fund	Project	Description	FY 2026-27 Current Budget	Proposed Reduction	Proposed Increase	Revised Budget
105	9032	Public Works Yard Security Enhancement	100,000	-	18,485	118,485
105	9014	Reconfigure IT, PIO, & CMO Office	580	(580)	-	-
105	9216	Police & Fire Access Gate	1,582	(1,582)	-	-
105	9224	Citywide Facility Repair	12,367	(12,367)	-	-
105	9273	Citywide Facilities Key System	20	(20)	-	-
105	9404	Citywide Facility Assessment /Security Enhancement	12,436	(3,936)	-	8,500
			126,985	**(18,485)**	**18,485**	**126,985**

Fund	Project	Description	FY 2026-27 Current Budget	Proposed Reduction	Proposed Increase	Revised Budget
207	9161	North-South Corridor ITS Deployment	967,714	-	1,415	969,129
207	9428	Mission Maintenance and Slow Street	1,415	(1,415)	-	-
			969,129	**(1,415)**	**1,415**	**969,129**

*Note: Refer to Exhibit A for additional information

The proposed reallocations will be reflected in the appropriate project and fund accounts and will maintain the City's existing funding restrictions. Funds will only be transferred to projects for which the funding source is legally and appropriately available.

Fiscal Impact

The proposed CIP carryovers will continue previously authorized project funding of $18,496,272 into FY 2026-2027. The proposed reallocation of surplus project funding will transfer available resources from projects with excess funding to projects requiring additional funding.

The proposed action is therefore intended to maximize the use of existing capital resources without increasing the City's overall CIP budget, subject to the specific funding restrictions applicable to each project and fund. No additional funds are needed.

Identified surplus balances and recommended reallocations are included as Attachment No. 1, Exhibit A.

Commission Review and Recommendation

The Finance Commission reviewed this item at the Finance Commission Meeting on September 24, 2026.

Attachment:

Attachment No.1- Resolution - FY 2026-2027 CIP Budget Adjustments

RESOLUTION NO. 8040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING THE FISCAL YEAR 2026-2027 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2026-2027 Budget on June 17, 2026, establishing the City's financial plan for the fiscal year beginning July 1, 2026 and ending June 30, 2027; and

WHEREAS, subsequent to adoption, the City has identified a need to amend the budget to reallocate available surplus funds in various CIP projects to projects requiring additional funding. This action will not increase the overall CIP budget but will better align available resources with current project needs and improve the accuracy of CIP project budgets.; and

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

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

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

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

Section 2. The Fiscal Year 2026-2027 Adopted Budget is hereby amended as set forth in the table below:

Expenditure Account No.	Description	Amount
See Attachment No.1, Exhibit A	FY 2026-27 CIP Budget Adjustments	
TOTAL:		

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

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

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

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

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

I, Nikima S. Newsome, Chief City Clerk of the City of South Pasadena, do hereby certify the foregoing Resolution No._____was duly passed and adopted by the City Council of the City of South Pasadena, at a regular adjourned meeting held on the 21st day of September 2026, by the following roll call vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

_____
Nikima S. Newsome, Chief City Clerk

Project	Project Number	Fund	FY 2026-27 Current Budget	Surplus Available	Additional Funding Needed	FY 2026-27 Revised Budget	Notes
116-9009- Civic Center/Mound Solar Panel Installation	9017	116	218,335	(94,379)	-	123,956	Transfering funds to Project # 9214 and #9032
116-9004- Library/ Comm Ctr Site Plan	9338	116	1,400	(1,400)	-	-	Transfering funds to Project # 9214 and #9032
116-9005- Grevalia&Berkshire Pocket Park	9033	116	4,736	(4,736)	-	-	Transfering funds to Project # 9214 and #9032
116-9001- FD Diesel Exhaust Sys Replcmt	9214	116	11,583	-	60,000	71,583	Recievefing funds from Project #9017, #9338, and #9033
116-9001- Public Works Yard Security Enhancement	9032	116	-	-	40,515	40,515	Recievefing funds from Project #9017, #9338, and #9033
			236,054	**(100,515)**	**100,515**	**236,054**	
105-9001- Public Works Yard Security Enhancement	9032	105	100,000	-	18,485	118,485	Recievefing funds from Project #9014, #9216, #9224, #9273, and #9404
105-9001- Reconfigure IT, PIO, & CMO Office	9014	105	580	(580)	-	-	Transfering funds to Project #9032
105-9001- Police & Fire Access Gate	9216	105	1,582	(1,582)	-	-	Transfering funds to Project #9032
105-9001- Citywide Facility Repair	9224	105	12,367	(12,367)	-	-	Transfering funds to Project #9032
105-9001- Citywide Facilities Key System	9273	105	20	(20)	-	-	Transfering funds to Project #9032
105-9001- Citywide Fac Assessmnt/Sec Enh	9404	105	12,436	(3,936)	-	8,500	Transfering funds to Project #9032
			126,985	**(18,485)**	**18,485**	**126,985**	
207-9010- North-South Corridor ITS Dploy	9161	207	967,714	-	1,415	969,129	Recievefing funds from Project #9428
207-9010- Mission Mnt. & Slow St	9428	207	1,415	(1,415)	-	-	Transfering funds to Project #9161
			969,129	**(1,415)**	**1,415**	**969,129**	

City Council Agenda Report

ITEM NO. 19

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2422, AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING ORDINANCE NO. 2414 TO ADD NEWLY ELIGIBLE SITES INDIVIDUALLY LISTED AS HISTORICAL RESOURCES IN THE STATE HISTORICAL RESOURCES INVENTORY AND CONTRIBUTING SITES TO A HISTORICAL DISTRICT LISTED IN THE STATE HISTORICAL RESOURCES INVENTORY TO DEFER APPLICATION OF CALIFORNIA SENATE BILL 79 UNTIL ONE YEAR FOLLOWING ADOPTION OF THE CITY'S SEVENTH CYCLE HOUSING ELEMENT PURSUANT TO STATE LAW AND AMENDING THE CITY'S OFFICIAL ZONING MAP**

Recommendation

It is recommended that the City Council:

1. Conduct a Public Hearing; and
2. Introduce and waive full reading of uncodified Ordinance No. 2422 to delay effectuation of SB 79 and exclude newly eligible sites containing a historic resource or contributing sites to a historical district in the State Historical Resources Inventory pursuant to California Assembly Bill 2576 and amend the City's zoning map.

Executive Summary

The proposed ordinance would expand the City's historic-site deferral under SB 79 from seven local landmark sites to 84 qualifying historic sites. The City Council adopted Ordinance No. 2414 on July 30, 2026, temporarily deferring application of SB 79 development standards on the seven sites identified as local landmarks on the City's Register of Landmarks and Historic Districts. AB 2576, signed September 14, 2026, expands the categories eligible for temporary historic-site exclusion to include contributing sites within historic districts included in the State Historic Resources Inventory and individually listed historical-resource parcels in that inventory, provided the designation occurred before January 1, 2025.

The proposed action would expand the historic-site deferral list from seven to 84 parcels by adding 77 parcels, with no removals. Of the 77 additions, 14 are already deferred under Ordinance No. 2419 as Mixed Use Core (MUC) or Mixed Use Core-50 (MUC-50) sites; therefore, 63 parcels would be newly deferred. Most additions are contributing properties within the South of Mission and North of Mission historic districts. All designations predate the January 1, 2025 cutoff. The proposed action would update the Official Zoning Map and

address list while retaining the parcels' underlying zoning designations. It would not approve construction or prohibit development under otherwise applicable local regulations and State housing laws. The exclusion period would remain tied to one year following adoption of the City's seventh-cycle Housing Element. Because AB 2576 takes effect January 1, 2027, the ordinance would preserve the existing seven-site deferral and provide that the additional historic-site exclusions become operative no earlier than that date. Accounting for the 14 overlapping parcels newly added parcels in addition to the 3 overlapping parcels from the original historic properties deferred, the combined total under Ordinance No. 2419 and the proposed historic-site amendment would be 195 distinct deferred parcels within the one-quarter-mile area.

Background

SB 79, the Abundant and Affordable Homes Near Transit Act, was signed October 10, 2025, and took effect July 1, 2026. It establishes residential density, building height, and residential floor area standards for qualifying housing developments near designated transit stops. South Pasadena's Metro A Line station qualifies as a Tier 2 stop because it serves light rail. Based on the City's population, the law's default standards apply to eligible sites within one-quarter mile of the station, subject to statutory eligibility requirements and adopted exclusions.

On January 14, 2026, at a Special joint meeting, the City Council and Planning Commission received an overview of SB 79 and City Council directed staff to prepare an ordinance to delay effectuation and exempt certain individual sites in conjunction with a Local Alternative Plan for Planning Commission's recommendation and City Council's consideration.

On May 12, 2026, the Planning Commission opened and continued a public hearing.

On May 19, 2026, the Planning Commission adopted Resolution No. PC 26-09 recommending historic-site deferrals and an alternative plan with related land use amendments.

On June 3, 2026, City Council opened and continued its public hearing.

On July 15, 2026, City Council introduced Ordinance No. 2414 and Ordinance No. 2419, adopted Urgency Ordinance No. 2418 for qualifying Downtown Specific Plan sites, and formed an ad hoc subcommittee to evaluate the alternative plan.

On July 27 and July 30, 2026, the City hosted community meetings concerning SB 79 implementation.

On July 30, 2026, the City Council adopted Ordinance No. 2414 for seven local landmark sites and Ordinance No. 2419 for qualifying Downtown Specific Plan Mixed Use Core and Mixed-Use Core-50 sites. The regular ordinances became effective August 29, 2026.

On August 5, 2026, City Council opened a public hearing to consider a Transit-Oriented Alternative Plan and continued the hearing to September 16, 2026.

On September 14, 2026, AB 2576 was signed, expanding the statutory categories eligible for temporary historic-site exclusions effective January 1, 2027.

On September 16, 2026, City Council continued the public hearing pertaining to a TOD Alternative Plan to a date uncertain and directed staff to republish the hearing notice after a

new date is selected.

On October 20, 2026, Planning Commission adopted Resolution No. 26-13 to recommend the City Council adopt uncodified Ordinance No. 2422 amending Ordinance No. 2414 and the Official Zoning Map.

Analysis

AB 2576 amends Government Code Section 65912.161(b)(1)(F) to allow temporary exclusion of any of the following designated before January 1, 2025:

i. A site with a historic resource on a local register.
ii. A contributing site within a historic district included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.
iii. A parcel individually listed as a historical resource included in the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.

The expansion recognizes additional categories of historic resources beyond the local landmarks covered by Ordinance No. 2414. It does not establish a blanket exclusion for all buildings older than 45 years, all properties on the City's Inventory of Historic Resources, or all properties within a historic district.

Proposed ordinance and map amendment

The proposed ordinance would revise the historic-site provisions and replace or amend the associated map and address exhibits to expand the list from seven to 84 qualifying parcels. All seven previously listed parcels would remain, and 77 parcels would be added, with no removals. Most additions are contributing properties within the South of Mission and North of Mission historic districts. All designations predate the January 1, 2025 cutoff. Of the 77 additions, 14 are already deferred under Ordinance No. 2419 as MUC or MUC-50 sites, so the amendment would newly defer 63 parcels.

The Zoning Map Amendment would identify which sites are temporarily excluded from Government Code Section 65912.157 as required by Government Code Section 65912.161(b)(2). The underlying zoning designations, permitted uses, and applicable local development standards would remain in place, subject to other applicable State laws. The ordinance would not grant development entitlements, designate additional historic resources, or change a property's historic status.

The temporary exclusion would continue until one year following adoption of the City's seventh revision of the Housing Element, consistent with Government Code Section 65912.161(b). Ordinance No. 2414 anticipated seventh-cycle adoption around April 15, 2030; that estimate does not establish a fixed expiration date. The actual endpoint depends on the City's adoption date and applicable State law.

The proposed ordinance should preserve the existing seven-site exclusion without interruption and make the expanded exclusions operative on January 1, 2027, or the ordinance's effective date, whichever is later.

Relationship to other SB 79 actions

Ordinance No. 2419 defers application of SB 79 on 128 qualifying Downtown Specific Plan sites with underlying density capacity of at least 50 dwelling units per acre. This capacity meets the statutory threshold of at least 50 percent of the applicable SB 79 default density of

100 dwelling units per acre.

The proposed amendment would expand the historic-site deferral to 84 parcels, including 17 also covered by Ordinance No. 2419. Together, the two measures would defer 195 unique parcels within one-quarter mile of the Metro A Line station as of the expanded exclusion's operative date. Of these parcels:

- 111 would qualify solely based on underlying density capacity;
- 67 would qualify solely based on historic designation; and
- 17 would qualify under both criteria.

The City Council has not action on a Transit-Oriented Development Alternative Plan to redistribute housing capacity.

Zoning Map Amendment Findings

South Pasadena Municipal Code (SPMC) Section 36.620.070(B) requires three findings for Zoning Code or Map amendments and an additional physical suitability finding for Zoning Map amendments. The following analysis supports these findings.

General Plan Consistency

The proposed amendment is consistent with the actions, goals, objectives, policies, and programs of the General Plan. Policy P3.4 calls for conservation of South Pasadena's character, scale, and traditional urban form, and Action A3.4b calls for new buildings and related public improvements to fit their context and enhance the City's architectural and cultural traditions. For affected residential sites, Policy P3.1 and Action A3.1a further support conservation of stable residential neighborhoods and development regulations that maintain and enhance established neighborhood character.

The temporary exclusion supports these provisions by maintaining applicable local development standards and historic preservation requirements for qualifying historic sites. These provisions appear in Chapter 3, Our Well Planned Community, pages 67–68.

Public interest and welfare

The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City. It exercises the temporary historic-site exclusion authority provided by State law to maintain applicable local regulations for qualifying resources. The amendment does not approve development, demolition, or changes to access or public services. It supports conservation of historic resources and orderly development while preserving the applicability of other State housing laws.

Internal Zoning Code consistency

The proposed amendment is internally consistent with other applicable provisions of the Zoning Code. It identifies sites subject to a temporary statutory exclusion without changing their underlying zoning designations or permitted uses. Existing development regulations and historic preservation requirements would continue to apply to the extent consistent with State law. The ordinance and map would identify the scope and duration of the exclusion and would not establish conflicting land use designations.

Physical suitability

The affected sites are physically suitable for the proposed map designation because the designation identifies a temporary statutory exclusion while retaining the underlying zoning

and associated land uses. The amendment does not authorize construction, alter site conditions or access, or require additional utility infrastructure. It therefore introduces no new physical development demands. Maintaining applicable local standards and historic preservation requirements supports compatibility with adjoining land uses and qualifying historic resources. Site-specific physical constraints, access, and utility requirements for any future development would be addressed through the applicable review process. This finding concerns suitability for the temporary exclusion designation and does not determine that every affected parcel is free of physical constraints or suitable for every potential development project.

California Department of Housing and Community Development (HCD) review
Government Code Section 65912.160 requires submission of the draft implementing ordinance to HCD at least 14 days before adoption and submission of the enacted ordinance within 60 days of enactment. HCD has up to 120 days to determine if the ordinance complies with state law. If HCD does not provide written findings during the review period, the ordinance shall be deemed compliant by default. Staff has submitted the draft Ordinance No. 2422 to HCD on Monday, November 16, 2026.

The proposed ordinance and Zoning Map Amendment would implement the expanded historic-site exclusion authorized by AB 2576, retain the seven existing exclusions, and newly defer 63 parcels. The amendments would preserve applicable local development standards and historic preservation requirements during the statutory deferral period while leaving other applicable State housing laws in effect. Based on the analysis above, staff finds that the proposed amendments support the required Zoning Map Amendment findings and recommends approval, subject to completion of the applicable HCD submission requirements.

Alternatives
Alternatively, the City Council may not introduce the ordinance or may modify the list of sites proposed to be temporarily excluded from SB 79.

Fiscal Impact
Updating the zoning code to comply with state law and implement City Council direction is included in the Community Development Department's FY 2026-2027 Work Plan approved as part of the Adopted Budget.

Commission Review and Recommendation
On October 20, 2026 the Planning Commission adopted Resolution No. 26-13 on a 3-1 vote recommending the City Council adopt an uncodified Ordinance to amend the South Pasadena Official Zoning Map to delay effectuation and exclude certain individual sites with a historic resource pursuant to Senate Bill 79 (Government Code Sections 65912.155 et seq.) as amended by Assembly Bill 2576, and making a determination of exemption under the California Environmental Quality Act (CEQA).

Public Notification
A public notice for this Public Hearing was published in the South Pasadena Review on November 6, 2026. The public was also made aware of the regularly scheduled Public Hearing on November 12, 2026 through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and also on the City’s website.

Environmental Analysis
The proposed ordinance implements the historic-site exclusions authorized by Government Code Section 65912.161(b) and the associated public zoning map requirement. Pursuant to Government Code Section 65912.160(c)(2), an implementing ordinance described in subdivision (c)(1) is not considered a project under CEQA.

The action is also exempt pursuant to CEQA Guidelines Section 15061(b)(3), consistent with the original ordinance, because it can be seen with certainty that the temporary exclusion and corresponding map amendment have no possibility of causing a significant environmental effect. The action maintains the underlying zoning and applicable historic preservation requirements and does not authorize construction, demolition, or alteration of a historic resource. Environmental review of a future development proposal would be addressed as required by applicable law.

Attachment:
Attachment No. 1 - Ord.2422 Delay Historic
Attachment No. 2- SB 79 Revised Base Map
Attachment No. 3- AB2576

ORDINANCE NO. 2422

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING ORDINANCE NO. 2414 TO ADD NEWLY ELIGIBLE STIES INDIVIDUALLY LISTED AS HISTORICAL RESOURCES IN THE STATE HISTORICAL RESOURCES INVENTORY AND CONTRIBUTING SITES TO A HISTORICAL DISTRICT LISTED IN THE STATE HISTORICAL RESOURCES INVENTORY TO DEFER APPLICATION OF CALIFORNIA SENATE BILL 79 UNTIL ONE YEAR FOLLOWING ADOPTION OF THE CITY'S SEVENTH CYCLE HOUSING ELEMENT PURSUANT TO STATE LAW AND AMENDING THE CITY'S OFFICIAL ZONING MAP

WHEREAS, California Constitution Article XI, Section 7, enables the City of South Pasadena ("City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce land use and planning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, Senate Bill 79 ("SB 79"), known as the *Abundant and Affordable Homes Near Transit Act* and codified in California Government Code §§65912.155-65912.162, establishes statewide standards applicable to certain housing development projects located near qualifying transit-oriented development ("TOD") stops, subject to specified requirements and limitations; and

WHEREAS, SB 79 became effective on July 1, 2026, and includes provisions allowing delayed implementation of SB 79 standards on certain sites and development of local TOD alternative plans; and

WHEREAS, SB 79 provides that, prior to one year following adoption of a jurisdiction's seventh revision of its Housing Element, the provisions of SB 79 relating to housing development projects do not apply where a local government has adopted an ordinance consistent with State law demonstrating that the circumstances specified in SB 79 allowing for deferral exist; and

WHEREAS, the City of South Pasadena ("City") is subject to Housing Element requirements pursuant to Government Code Section 65580 et seq. and anticipates that adoption of the Seventh Cycle Housing Element for the Southern California Association of Governments (SCAG) region will occur approximately on or around April 15, 2030, or as may be amended by State law; and

WHEREAS, pursuant to SB 79, sites with a historic resource designated as of January 1, 2025, on a local register, may be deferred and in such case the provisions of SB 79 related to housing development projects shall not apply to those sites until

one year after the Seventh Cycle Housing Element, consistent with Government Code Section 65912.161(b); and

WHEREAS, on July 30, 2026, the City Council adopted Ordinance No. 2414 deferring application of Senate Bill 79 on seven sites with a historic resource designated as of January 1, 2025 on the City of South Pasadena Register of Landmarks and Historic Districts; and

WHEREAS, on September 14, 2026, the California Governor approved Assembly Bill 2576 ("AB 2576"), effective on January 1, 2027, which amends Government Code Section 65912.161 to expand historic preservation exclusions under SB 79 to sites listed on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1; and

WHEREAS, the City has analyzed historic properties identified in both the local register and sites that are contributing sites in a historic district or individually historic resources listed in the State Historic Resources Inventory that are located within ¼ mile of the TOD stop; and

WHEREAS, the City identified certain sites listed on the State Historic Recourses Inventory that are additional to those identified in Ordinance No. 2414 that qualify for delayed implementation of SB 79 upon the effective date of AB 2576; and

WHEREAS, the City desires to include historic sites newly eligible for deferred application of SB 79, as specified in AB 2576, to the historic sites identified in Exhibit A of Ordinance 2414; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 20, 2026, at which time it considered all evidence presented, both written and oral, at the end of the hearing opted to adopt Resolution No. PC 26-13, recommending the City Council adopt an ordinance to amend Ordinance No. 2414 to defer application of Senate Bill 79 on sites listed on both local and state historic registers as of January 1, 2025; and

WHEREAS, on November 18, 2026, the City Council held a public hearing, at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to introduce for first reading this Ordinance to amend Ordinance 2414 to defer application of Senate Bill 79 on sites listed on both local and state registers as of January 1, 2025; and

WHEREAS, on December 2, 2026, the City Council adopted this Ordinance.

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

SECTION 1. Recitals. The Recitals set forth hereinabove are true and correct and incorporated herein by reference as if fully set forth herein.

SECTION 2. California Environmental Quality Act (CEQA). This Ordinance is not a project under CEQA pursuant to Government Code Section 65912.160(c)(2), which states that a local ordinance enacted to comply with the provisions of SB 79 is not a project. This Ordinance is additionally exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), which is the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment, and CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. This Ordinance amends a previously adopted ordinance to identify additional sites that are not eligible for the increased development density provided in SB 79 and would maintain the existing development standards in the zoning code and general plan, so it can be seen with certainty that the activity of adopting such an ordinance would not have a significant effect on the environment.

SECTION 3. Amendment to Ordinance 2414. Exhibit A of Ordinance 2414 is hereby replaced with Exhibit A, attached hereto and incorporated herein, which includes both sites on the South Pasadena Register of Landmarks and Historic Districts previously identified in Ordinance 2414 for deferral of Senate Bill 79 and newly eligible sites located with ¼ mile of the Metro A Line Station that are contributing sites within a historic district included on the State Historic Resources Inventory and parcels that are individually listed as a historical resource included in the State Historic Resources Inventory, consistent with AB 2576 amendments to Government Code 65912.161(b)(1)(F).

SECTION 4. Deferral of Senate Bill 79 (Government Code §§ 65912.155-65912.162). Pursuant to Government Code Section 65912.161(b), the provisions of SB 79 relating to transit-oriented housing development projects as set forth in Government Code Section 65912.157 shall not apply to the sites identified in Exhibit A ("Deferred Sites") prior to one year following the City's adoption of its seventh revision of the Housing Element, as permitted by State law.

SECTION 5. Amended Zoning Map. The Community Development Director is hereby authorized to amend the City's Zoning Map to indicate that as of the effective date of this Ordinance, the sites identified in Exhibit B herein are not covered by Government Code Section 65912.157 and the City Council hereby adopts said amended Zoning Map.

SECTION 8. Interpretation and State Law Consistency**.** This Ordinance shall be interpreted and applied in a manner consistent with SB 79 and other applicable provisions of State law. In the event of any conflict between this Ordinance and State law, State law shall control.

SECTION 9. Severability. If any section, subsection, sentence, clause, or phrase in this Ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 10. Effective Date. This Ordinance shall take effect the later of thirty days after its adoption or January 1, 2027, shall be certified as to its adoption by the City Clerk, and shall be published as required by law.

PASSED, APPROVED AND ADOPTED ON this __ day of _____, 2026

AYES:

NOES:

ABSENT:

ABSTAIN:

Sheila Rossi, Mayor

ATTEST:

Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

Exhibit A- List of Addresses

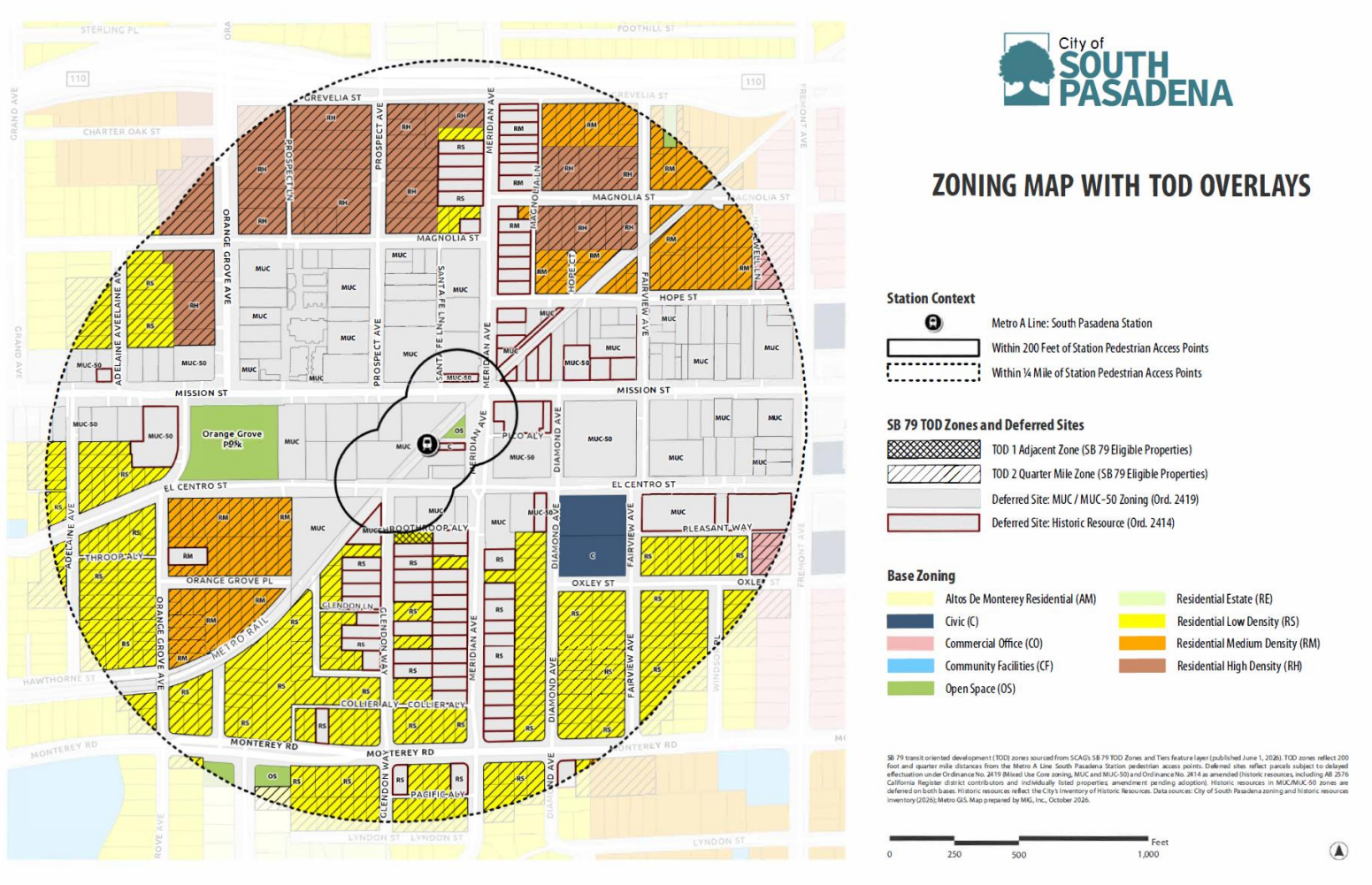
APN	ADDRESS	NOTE
5315-018-021	844 Monterey Road	local register (Reso No. 6498)
5319-028-001	1103 Monterey Road	local register (CHC 6/26/75)
5315-019-037	1016 Orange Grove	local register (Reso. No. 7719)
5313-006-041	634-636 Mission Street	local register (CHC 10/26/83)
5315-006-015	1017-1019 El Centro (1003 Diamond Avenue)	local register (CHC 3/16/72)
5313-007-068	729 Mission Street	local register (CHC 6/3/81)
5315-020-906	913 Meridian Avenue	local register (CHC 3/16/72); SHRI district contributor
5315-014-047	1000 Mission Street	local register (CHC 2/3/88)
5315-007-055	1131 El Centro St A	SHRI district contributor
5315-008-023	1019 Mission St	SHRI district contributor; and SHRI individually listed
5315-008-024	1001 Mission St	SHRI district contributor
5315-014-021	810 Meridian Ave	SHRI district contributor
5315-014-023	806 Meridian Ave	SHRI district contributor
5315-014-028	1012 Mission St	SHRI district contributor
5315-014-029	1014 Mission St	SHRI district contributor
5315-014-035	1040 Mission St	SHRI district contributor
5315-014-043	1030 Mission St	SHRI district contributor
5315-014-044	1020 Mission St	SHRI district contributor

5315-014-049	1002 Mission St	SHRI district contributor
5315-019-047	1001 Glendon Way	SHRI district contributor
5315-021-001	950 Mission St	SHRI district contributor
5314-022-005	921 Monterey Rd	SHRI individually listed
5314-022-900		SHRI individually listed
5315-006-021	1020 Meridian Ave	SHRI district contributor
5315-006-024	1100 Meridian Ave	SHRI district contributor
5315-006-028	1106 Meridian Ave	SHRI district contributor
5315-006-029	1110 Meridian Ave	SHRI district contributor
5315-006-032	1114 Meridian Ave	SHRI district contributor
5315-006-034	1120 Meridian Ave	SHRI district contributor
5315-006-040	1146 Meridian Ave	SHRI district contributor
5315-006-041	1142 Meridian Ave	SHRI district contributor
5315-006-042	1138 Meridian Ave	SHRI district contributor
5315-006-043	1134 Meridian Ave	SHRI district contributor
5315-006-044	1130 Meridian Ave	SHRI district contributor
5315-006-045	1122 Meridian Ave	SHRI district contributor
5315-007-900		SHRI individually listed
5315-012-028	624 Meridian Ave	SHRI district contributor
5315-012-029	620 Meridian Ave	SHRI district contributor
5315-012-030	616 Meridian Ave	SHRI district contributor

5315-012-031	612 Meridian Ave	SHRI district contributor
5315-012-032	610 Meridian Ave	SHRI district contributor
5315-012-033	606 Meridian Ave	SHRI district contributor
5315-012-034	602 Meridian Ave	SHRI district contributor
5315-012-035	600 Meridian Ave	SHRI individually listed
5315-013-037	720 Meridian Ave	SHRI district contributor
5315-013-038	716 Meridian Ave	SHRI district contributor
5315-013-039	712 Meridian Ave	SHRI district contributor
5315-013-040	708 Meridian Ave	SHRI district contributor
5315-013-041	704 Meridian Ave	SHRI district contributor
5315-013-043	702 Meridian Ave	SHRI district contributor
5315-013-049	726 Meridian Ave	SHRI district contributor
5315-015-019	1014 Glendon Way	SHRI district contributor
5315-015-020	1024 Glendon Way	SHRI district contributor
5315-015-021	1028 Glendon Way	SHRI district contributor
5315-015-022	1102 Glendon Way	SHRI district contributor
5315-015-023	1015 Meridian Ave	SHRI district contributor
5315-015-024	1011 Meridian Ave	SHRI district contributor
5315-015-033	1023 Meridian Ave	SHRI district contributor
5315-015-034	1103 Meridian Ave	SHRI district contributor
5315-015-035	1105 Meridian Ave	SHRI district contributor
5315-015-036	1109 Meridian Ave	SHRI district contributor

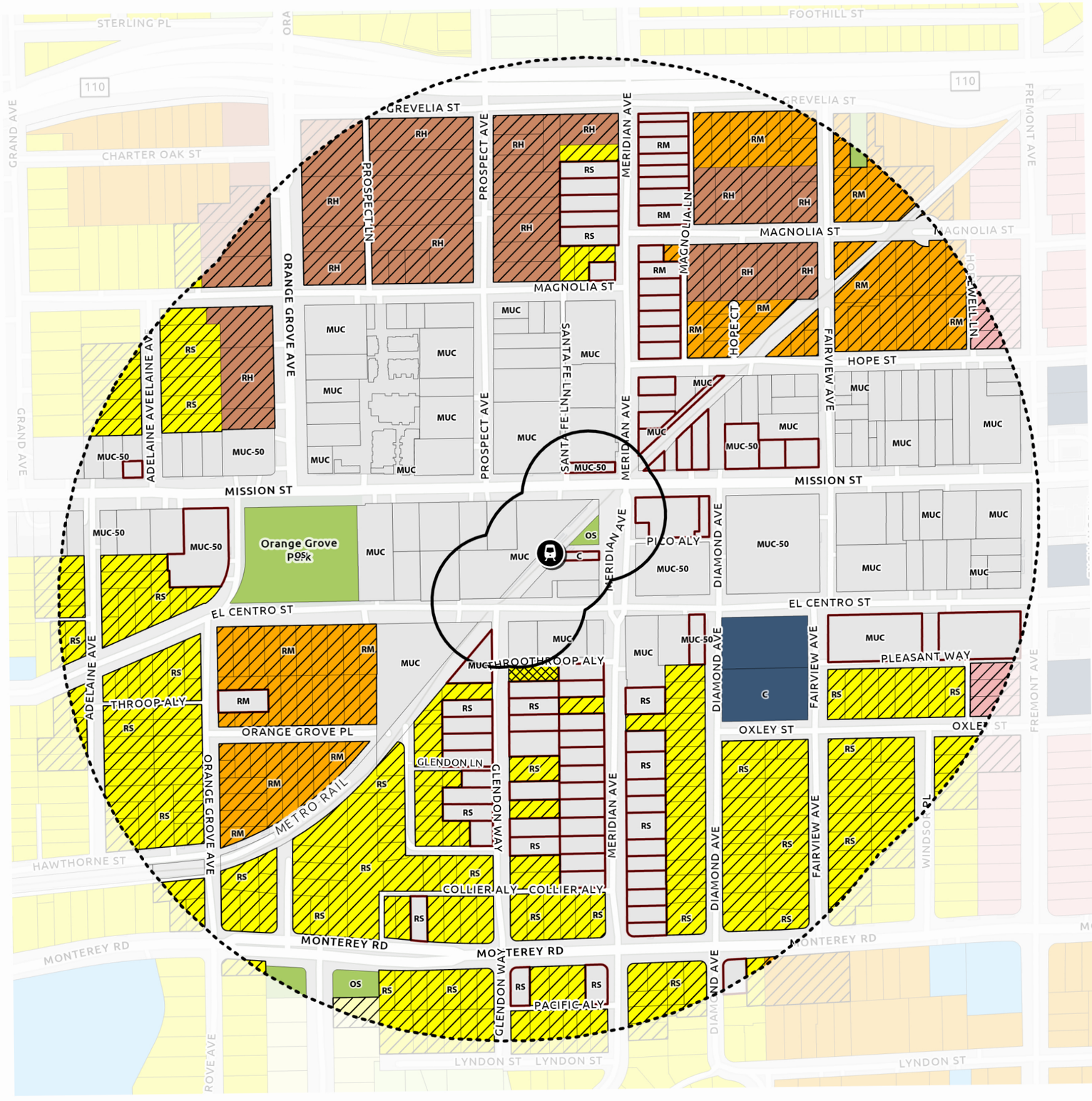
5315-015-037	1113 Meridian Ave	SHRI district contributor
5315-015-038	1121 Meridian Ave	SHRI district contributor
5315-015-039	1125 Meridian Ave	SHRI district contributor
5315-015-040	1131 Meridian Ave	SHRI district contributor
5315-015-041	1133 Meridian Ave	SHRI district contributor
5315-015-042	1112 Glendon Way	SHRI district contributor
5315-015-044	1118 Glendon Way	SHRI district contributor
5315-015-045	1126 Glendon Way	SHRI district contributor
5315-015-046	1119 Meridian Ave	SHRI district contributor
5315-016-011	637 Meridian Ave	SHRI district contributor
5315-016-015	621 Meridian Ave	SHRI district contributor
5315-016-016	617 Meridian Ave	SHRI district contributor
5315-016-017	613 Meridian Ave	SHRI district contributor
5315-016-021	625 Meridian Ave	SHRI district contributor
5315-016-045	631 Meridian Ave	SHRI district contributor
5315-018-028	1111 Glendon Way	SHRI district contributor
5315-018-030	1115 Glendon Way	SHRI district contributor
5315-018-031	1119 Glendon Way	SHRI district contributor
5315-018-045	1123 Glendon Way	SHRI district contributor
5315-019-020	1021 Glendon Way	SHRI district contributor
5315-019-021	1027 Glendon Way	SHRI district contributor
5315-019-022	1101 Glendon Way	SHRI district contributor
5315-019-023	1105 Glendon Way	SHRI district contributor

Exhibit B – Zoning Map with SB 79 area



City of SOUTH PASADENA

South Pasadena Station Area Zoning and SB 79 Deferred Sites



Station Context

- Metro A Line: South Pasadena Station
- Within 200 Feet of Station Pedestrian Access Points
- Within ¼ Mile of Station Pedestrian Access Points

SB 79 TOD Zones and Deferred Sites

- TOD 1 Adjacent Zone (SB 79 Eligible Properties)
- TOD 2 Quarter Mile Zone (SB 79 Eligible Properties)
- Deferred Site: MUC / MUC–50 Zoning (Ord. 2419)
- Deferred Site: Historic Resource (Ord. 2414)

Base Zoning

- Altos De Monterey Residential (AM)
- Civic (C)
- Commercial Office (CO)
- Community Facilities (CF)
- Open Space (OS)
- Residential Estate (RE)
- Residential Low Density (RS)
- Residential Medium Density (RM)
- Residential High Density (RH)

SB 79 transit oriented development (TOD) zones sourced from SCAG's SB 79 TOD Zones and Tiers feature layer (published June 1, 2026). TOD zones reflect 200 foot and quarter mile distances from the Metro A Line South Pasadena Station pedestrian access points. Deferred sites reflect parcels subject to delayed effectuation under Ordinance No. 2419 (Mixed Use Core zoning, MUC and MUC-50) and Ordinance No. 2414 as amended (historic resources, including AB 2576 California Register district contributors and individually listed properties; amendment pending adoption). Historic resources in MUC/MUC-50 zones are deferred on both bases. Historic resources reflect the City's Inventory of Historic Resources. Data sources: City of South Pasadena zoning and historic resources inventory (2026); Metro GIS. Map prepared by MIG, Inc., October 2026.

0 250 500 1,000 Feet

Assembly Bill No. 2576
CHAPTER 214

An act to amend Section 65912.161 of the Government Code, relating to land use.

[Approved by Governor September 14, 2026. Filed with Secretary of State September 14, 2026.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2576, Harabedian. Transit-oriented development: exclusions: historic sites.
Existing law provides that a housing development project shall be an allowed use as a transit-oriented housing development if specified conditions and requirements are met. Existing law provides that these provisions do not apply to a local agency until July 1, 2026, unless the local agency adopts an ordinance or local transit-oriented development alternative plan, as defined, deemed compliant by the Department of Housing and Community Development before July 1, 2026. Existing law specifies that, beginning on January 1, 2027, a local government that denies a housing development project meeting the requirements referenced above that is located in a high-resource area is presumed to be in violation of specified law and immediately liable for specified penalties. Existing law specifies exclusions from the provisions described above, including, among other sites prior to one year following the adoption of the 7th revision of the housing element, a site with a historic resource designated as of January 1, 2025, on a local register.
This bill would also exclude from the provisions described above, a contributing site within a historic district included on the State Historic Resources Inventory designated before January 1, 2025, and a parcel individually listed as a historical resource included on the State Historic Resources Inventory designated before January 1, 2025.
This bill would incorporate additional changes to Section 65912.161 of the Government Code proposed by AB 2415 to be operative only if this bill and AB 2415 are enacted and this bill is enacted last.

Digest Key

Vote: MAJORITY Appropriation: NO Fiscal Committee: NO Local Program: NO

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 65912.161 of the Government Code is amended to read:

65912.161.

(a) For purposes of this section, "transit-oriented development alternative plan" shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:
(1) A local transit-oriented development alternative plan shall maintain at least the same total net zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction.
(A) Net zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards.
(B) Net zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards.
(2) The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:
(A) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.
(B) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.
(C) Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone.
(D) Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), inclusive, and should be considered for attached entry level owner-occupied housing development opportunities.
(3) The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent.
(4) A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. Any site excluded from the minimum density requirements of subparagraphs (A) to (C), inclusive, of paragraph (2) shall not be counted toward the plan's capacity. For purposes of this section, calculations regarding capacity, density, and floor area shall include capacity, density, or floor area available under voluntary local housing incentive programs.
(5) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, or zoning incentive ordinance, provided that it meets the requirements of this subdivision.
(b) (1) Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion:

(A) A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157.
(B) (i) A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have permitted density and residential floor area ratio no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.
(ii) A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.
(iii) A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones.
(C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.
(D) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.
(E) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.
(F) Any of the following designated before January 1, 2025:
(i) A site with a historic resource on a local register.
(ii) A contributing site within a historic district included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.
(iii) A parcel individually listed as a historical resource included in the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.
(2) A local government that has adopted an ordinance pursuant to this subdivision shall indicate on its public zoning map which sites or transit-oriented development zones are and are not covered by Section 65912.157.
(c) For the seventh and subsequent revisions of the housing element, a local government may include a local transit-oriented development alternative plan in any of the following ways:
(1) (A) Include a local transit-oriented alternative plan in its housing element. When a local government includes a transit-oriented development alternative plan in its housing element the plan shall include an analysis of how the plan maintains at least an equal feasible developable housing capacity as the baseline established by this chapter.
(B) If a local government adopts a housing element that the department has determined to be compliant with this section, then any action to enforce or implement a compliant housing element shall be subject to applicable provisions of housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).
(C) The initial submission of a transit-oriented development alternative plan shall be included in the local government's first draft submittal referenced in subparagraph (C) of paragraph (1) of subdivision (b) of Section 65585.

(D) Sites identified in a local transit-oriented development alternative plan may be included in the inventory of land suitable for residential development, pursuant to the additional requirements of Section 65583.
(2) If a local government does not include the local transit-oriented alternative plan in its housing element, the local government may adopt an alternative plan that has been deemed compliant by the department pursuant to Section 65912.160.
(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan.
(e) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, zoning incentive ordinance or existing program, provided that it meets the requirements of this section.

SEC. 1.5.

Section 65912.161 of the Government Code is amended to read:

65912.161.

(a) For purposes of this section, "transit-oriented development alternative plan" shall mean a plan adopted by the local agency via the adoption of the housing element, a program to implement the housing element, the adoption of a specific plan, a zoning overlay, or enactment of an ordinance; that brings the local agency into compliance with this chapter and that incorporates all of the following:
(1) A local transit-oriented development alternative plan shall maintain at least the same total net zoned capacity, in terms of both total units and residential floor area, as provided for in this chapter across all transit-oriented development zones within the jurisdiction.
(A) Net zoned capacity in units shall be measured by subtracting the current number of units on the site from the number allowed by the applicable development standards.
(B) Net zoned capacity in floor area shall be measured by subtracting the current developed floor area of the site from the amount allowed by the applicable development standards.
(2) The plan shall not reduce the maximum allowed density for any individual site on which the plan allows residential use by more than 50 percent below that permitted under this chapter, except for sites meeting any of the following criteria:
(A) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.
(B) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.
(C) Sites with a historic resource designated on a local register, so long as sites excluded from the density requirements of this paragraph on that basis do not cumulatively exceed 10 percent of the eligible area of any transit-oriented development zone.
(D) Sites within one-half mile of a Tier 2 transit-oriented development stop shall not have a density below 30 units per acre with a residential floor area ratio of 1.0, except for sites specified in subparagraphs (A) to (C), inclusive, and should be considered for attached entry level owner-occupied housing development opportunities.

(3) (A) The plan shall not reduce the capacity in any transit-oriented development zone in total units or residential floor area by more than 50 percent.
(B) Notwithstanding subparagraph (A), the plan may reduce the capacity in one transit-oriented development zone in total units or residential floor area by more than 50 percent if all of the following conditions are met:
(i) The local jurisdiction adopting the plan is a city.
(ii) The city has a population of less than 150,000.
(iii) A majority of the transit-oriented development zone is part of a local historic district that was designated before January 1, 2000.
(iv) The city has more than one transit-oriented development zone.
(4) A site's maximum capacity counted toward the plan shall not exceed 200 percent of the maximum density established under this chapter. Any site excluded from the minimum density requirements of subparagraphs (A) to (C), inclusive, of paragraph (2) shall not be counted toward the plan's capacity. For purposes of this section, calculations regarding capacity, density, and floor area shall include capacity, density, or floor area available under voluntary local housing incentive programs.
(5) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, or zoning incentive ordinance, provided that it meets the requirements of this subdivision.
(b) (1) Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance in accordance with Section 65912.160 indicating the site's exclusion:
(A) A site that has been identified by the local jurisdiction which permits density and residential floor area ratio at no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157.
(B) (i) A site in a transit-oriented development zone in which at least 33 percent of sites in the relevant transit-oriented development zone have permitted density and residential floor area ratio no less than 50 percent of the standards specified under subdivision (a) of Section 65912.157 and which includes sites with densities that cumulatively allow for at least 75 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.
(ii) A site in a transit-oriented development zone around a transit-oriented development stop that is primarily comprised of a low-resource area which includes sites with densities that cumulatively allow for at least 40 percent of the aggregate density for the transit-oriented development zone specified under subdivision (a) of Section 65912.157.
(iii) A site in an area designated as low resource on the most recently adopted version of the opportunity area maps published by the California Tax Credit Allocation Committee and the department, and within a jurisdiction that cumulatively allows for at least 50 percent of the total capacity for units and floor area as specified under Section 65912.157 across all transit-oriented development zones.
(C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.
(D) Sites within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within the state responsibility area, as defined in Section 4102 of the Public Resources Code.
(E) Sites that are vulnerable to one foot of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(F) Any of the following designated before January 1, 2025:
(i) A site with a historic resource on a local register.
(ii) A contributing site within a historic district included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.
(iii) A parcel individually listed as a historical resource included in the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code.
(2) A local government that has adopted an ordinance pursuant to this subdivision shall indicate on its public zoning map which sites or transit-oriented development zones are and are not covered by Section 65912.157.
(c) For the seventh and subsequent revisions of the housing element, a local government may include a local transit-oriented development alternative plan in any of the following ways:
(1) (A) Include a local transit-oriented alternative plan in its housing element. When a local government includes a transit-oriented development alternative plan in its housing element, the plan shall include an analysis of how the plan maintains at least an equal feasible developable housing capacity as the baseline established by this chapter.
(B) If a local government adopts a housing element that the department has determined to be compliant with this section, then any action to enforce or implement a compliant housing element shall be subject to applicable provisions of housing element law (Article 10.6 (commencing with Section 65580) of Chapter 3).
(C) The initial submission of a transit-oriented development alternative plan shall be included in the local government's first draft submittal referenced in subparagraph (C) of paragraph (1) of subdivision (b) of Section 65585.
(D) Sites identified in a local transit-oriented development alternative plan may be included in the inventory of land suitable for residential development, pursuant to the additional requirements of Section 65583.
(2) If a local government does not include the local transit-oriented alternative plan in its housing element, the local government may adopt an alternative plan that has been deemed compliant by the department pursuant to Section 65912.160.
(d) Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department's approval pursuant to this section shall be valid through the jurisdiction's next amendment to the housing element of its general plan.
(e) A local transit-oriented development alternative plan may consist of an existing local transit-oriented zoning ordinance, overlay zone, specific plan, zoning incentive ordinance or existing program, provided that it meets the requirements of this section.

SEC. 2.

Section 1.5 of this bill incorporates amendments to Section 65912.161 of the Government Code proposed by both this bill and Assembly Bill 2415. That section of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2027, (2) each bill amends Section 65912.161 of the Government Code, and (3) this bill is enacted after Assembly Bill 2415, in which case Section 1 of this bill shall not become operative.

City Council Agenda Report

ITEM NO. 20

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION NO. 8038 ADOPTING A SPECIFIC PLAN AMENDMENT TO AMEND THE DOWNTOWN SPECIFIC PLAN TO ESTABLISH OBJECTIVE DESIGN STANDARDS AND MAKE ASSOCIATED AMENDMENTS; AND HOLD FIRST READING OF ORDINANCE NO. 2423, AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING SECTION 36.410.040 OF ARTICLE 4 (ZONING APPROVAL PROCEDURES) AND SECTION 36.700.020(O) OF ARTICLE 7 (DEFINITIONS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE TO APPLY THE DOWNTOWN SPECIFIC PLAN (DTSP) OBJECTIVE DESIGN STANDARDS (ODS) SET FORTH IN C10 (OBJECTIVE DESIGN STANDARDS) OF THE DTSP TO PROJECTS THAT QUALIFY FOR MINISTERIAL DESIGN REVIEW AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15060(C)(3) AND GOVERNMENT CODE SECTION 65912.160(C)(2)**

Recommendation

It is recommended that the City Council:

1. Conduct a public hearing;
2. Adopt Resolution No. 8038 adopting a Specific Plan Amendment to amend the Downtown Specific Plan (DTSP) to establish objective design standards and make associated amendments (Attachment 1); and
3. Introduce and waive full reading of Ordinance No. 2423 amending Chapter 36 (Zoning) of the South Pasadena Municipal Code to incorporate objective design standards into design review, apply the DTSP Objective Design Standards to qualifying residential projects subject to ministerial design review, and add a definition of “objective design standard” (Attachment 2).

Executive Summary

The proposed amendments would establish objective design standards (ODS) for qualifying residential and mixed-use development within the Downtown Specific Plan (DTSP) area and integrate those standards into the City’s design review procedures. ODS provide measurable, verifiable requirements that communicate design expectations and allow consistent review without personal or subjective judgment.

Resolution No. 8038 would add Chapter C10, Objective Design Standards, to the DTSP and make associated amendments. The standards address building form, façade composition, architectural details, materials, shading, and relationships to historic resources through two architectural pathways: American Mercantile and Spanish Colonial Revival. Ordinance No. 2423 would incorporate ODS into the Zoning Code's design review provisions, define "objective design standard," and apply the DTSP ODS as interim requirements for qualifying residential projects outside the DTSP that are subject to ministerial design review. The amendments would not change permitted land uses, allowable density, building height, or setbacks.

The proposed standards were developed through community engagement and reviewed by the ODS Subcommittee, Planning Commission, and City Council. Following a public hearing on October 20, 2026, the Planning Commission voted 4–1 to recommend approval. Staff recommends that the City Council adopt Resolution No. 8038 and introduce Ordinance No. 2423. Phase 2 would establish standards for applicable development elsewhere in the City, prioritizing residential areas affected by SB 79, with completion anticipated in March 2027.

Background

December 17, 2025: The City Council approved an agreement with Torti Gallas + Partners (TGP), following a competitive selection process, to prepare Objective Design Standards for multifamily and mixed-use development. Work began in January 2026.

March 2026: Initial engagement included focus groups with design professionals, residents, and youth; a community walk on March 14; and an online survey. Recurring themes included building scale and massing, pedestrian-oriented frontages, materials, landscaping and neighborhood compatibility.

April 8, 2026: At a joint study session, the City Council and Planning Commission directed staff to proceed with a framework addressing building types, frontage types, articulation and massing, architectural standards, architectural styles, and landscaping, with emphasis on Mission Street.

June 9, 2026: The Planning Commission received and filed an ODS update.

July 7, 2026: The City Council established an advisory ODS Subcommittee consisting of two Councilmembers and three Planning Commissioners.

July 14, 2026: The Planning Commission dissolved its ODS/Accessory Dwelling Unit Ad Hoc Subcommittee and established a new ADU Ad Hoc Subcommittee.

July 22, 2026: The ODS Subcommittee began meeting with staff and TGP.

September 2, 2026: The City Council approved a First Amendment to the consultant agreement, revising the scope to a two-phase approach to respond to the priority of the downtown area.

September 3, 2026: The ODS Subcommittee provided direction on the Phase 1 timeline, design topics, and document format.

September 8, 2026: The Planning Commission reviewed the phasing plan, proposed outline

and design topics considered by the Subcommittee.

October 7, 2026: The City Council and Planning Commission held a joint study session to review the draft DTSP ODS.

October 20, 2026: Following a duly noticed public hearing, the Planning Commission adopted Resolution No. 26-14 by a 4–1 vote, recommending that the City Council adopt Resolution No. 8038 and introduce for first reading and subsequently adopt Ordinance No. 2423.

Analysis

The City of South Pasadena's design review process has historically relied on design criteria that require interpretation and judgment by staff and the Planning Commission. The City does not currently have a comprehensive set of Objective Design Standards (ODS) for multifamily and mixed-use development. This creates a gap in the City's design review framework, particularly for qualifying projects that are eligible for ministerial review, which evaluates compliance with established requirements without discretionary design review.

ODS are measurable and verifiable requirements that applicants and staff can understand before an application is submitted and apply consistently without personal or subjective judgment. They create specific requirements for features such as building form, façade articulation, architectural details, and materials. Establishing these standards would communicate design expectations to applicants and provide staff with a defined basis for evaluating project compliance.

The proposed Specific Plan and Zoning Text Amendments would establish ODS for applicable development within the DTSP and provide interim design requirements for qualifying ministerial residential projects outside the DTSP. The standards are intended to reflect South Pasadena's architectural character while accommodating development allowed by applicable regulations and State law. They would operate with existing zoning and Specific Plan requirements, as amended, without changing permitted land uses, allowable density, or building height.

The City entered into an agreement with Torti Gallas + Partners (TGP) to develop the proposed standards through community engagement, review of existing regulations and precedent standards, and consideration of direction from the City Council, Planning Commission, and ODS Subcommittee. Initial engagement included focus groups with design professionals, residents, and youth; a community walk; and an online survey. Feedback addressed building scale and massing, pedestrian-oriented frontages, materials, landscaping, and neighborhood compatibility. These topics informed the framework presented at the April 8, 2026 joint City Council and Planning Commission kick off study session.

<u>Subcommittee Direction and Commission and Council Feedback</u>

The ODS Subcommittee, consisting of two Councilmembers and three Planning Commissioners, began meeting weekly with staff and TGP on July 22, 2026. The Subcommittee prioritized Mission Street and Fair Oaks Avenue, selected the DTSP as the Phase 1 boundary and regulatory framework, and directed the use of American Mercantile and Spanish Colonial Revival architectural pathways. Pasadena's high-density housing ODS provided a starting point, with modifications for South Pasadena's context. TGP prepared a matrix documenting precedent standards, examples, consultant recommendations, Subcommittee direction, and Planning Commission feedback.

Following Planning Commission review on September 8, 2026, the consulting team added standards addressing historic resources and development adjacent to historic resources. These provisions were included in the draft reviewed at the October 7, 2026 joint City Council and Planning Commission study session. The Commission also discussed using primary and secondary street classifications instead of cardinal directions for building orientation and adding architectural pathways; these discussions did not result in revisions.

Table 1 summarizes topics discussed at the October 7, 2026 joint study session and resulting revisions or clarifications presented to the Planning Commission on October 20, 2026.

Table 1- Summary of Study Session Revisions and Clarifications

Topic	Type	Result
Landmark and Historic Resource	Revision	Terminology was aligned with the Municipal Code. The proposed setback requirement for development adjacent to historic resources was reduced to 5 feet, and the encroachment plane was removed.
Shading - requirements and reference date and time	Revision and clarification	The shading calculation reference month changed from June to August to better reflect Southern California conditions. Required shading elements establish minimum requirements; additional shading may be provided.
Applicability	Revision	Square-footage thresholds replaced valuation or fair-market-value thresholds to align with the Zoning Code's nonconforming provisions.
Variances or Modifications	Clarification	The DTSP allows for special exceptions, but these are limited to building placement, lot size, building types and frontage types. The draft ODS was NOT modified to allow for variances or modifications from ODS because it was determined that providing an alternatively discretionary process removes the predictability and introduces subjectivity which is in conflict with the intent of the State expectations of providing predictability in development for applicants. It would also be in conflict with the definition of objective design standards itself set by the State. All projects that meet the applicability thresholds will be required to comply with the ODS.
Shopfront/ Ground floor retail	Clarification	The ODS supplement existing DTSP shopfront overlay and ground-floor retail requirements with standards for glazing and floor-to-ceiling heights.

Architectural Pathways	Clarification	While the draft standards are organized into 2 architectural pathways, each pathway allows for variation that may result in a more modern looking building.

Additional revisions clarified references, terminology and diagrams.

Specific Plan Amendment

Resolution No. 8038 would amend DTSP Part C to add Chapter C10, Objective Design Standards, and make associated amendments, including renumbering to C11 Administration and C12 Definitions, as shown in Exhibits A through D attached to the Resolution.

The standards address building massing and articulation; the design of building bases, middle portions, and tops; window placement and the proportion of openings to solid walls; architectural elements; materials and colors; and shading. Applicants would select the American Mercantile or Spanish Colonial Revival pathway and demonstrate compliance with its measurable standards and all generally applicable requirements.

Within the DTSP, the ODS would apply to new townhouse, multifamily, residential condominium, and mixed-use projects containing residential units, as well as improvements to existing multifamily or mixed-use development that meet the specified demolition, alteration, or addition thresholds. Single-family dwellings, accessory dwelling units, junior accessory dwelling units, nonresidential development, and specified maintenance and repair activities would be exempt. The proposed applicability provisions also account for cumulative modifications over a three-year period to prevent phased improvements from avoiding the compliance thresholds.

Zoning Text Amendment

Ordinance No. 2423 would amend SPMC Section 36.410.040 to incorporate objective design standards into the purposes of design review and the applicable findings. It would also revise subsection D.4 to require a limited review of qualifying ministerial projects for compliance with DTSP Chapter C10 Objective Design Standards and other applicable standards. These amendments would integrate ODS into the design review process and provide interim design requirements for qualifying ministerial residential projects outside the DTSP until Phase 2 is completed.

The ordinance would also add a definition of “Objective Design Standard” to Division 36.700. The proposed definition describes standards that require no personal or subjective judgment, are uniformly verifiable against external, objective benchmarks, and may be applied through ministerial review.

Specific Plan and Zoning Text Amendment Required Findings

South Pasadena Municipal Code (SPMC) Section 36.620.070(B) establishes the required findings for Zoning Code amendments, and SPMC Section 36.440.070(C) establishes the required findings for Specific Plan amendments. The following analysis supports the required findings for the proposed amendments.

General Plan and Specific Plan Consistency

The proposed Specific Plan Amendment is consistent with General Plan Policy P3.2 and

Actions A3.2a and A3.2b, which direct growth to Downtown and support mixed-use, walkable development. Policy P3.4 and Actions A3.4a and A3.4b support conservation of the City's character and scale through buildings that engage the street and complement its architectural and cultural traditions. The standards implement this direction through measurable requirements for building form, façade composition, and the relationship between buildings and the public realm.

The proposed Specific Plan Amendment is also consistent with DTSP Policy P3.1 and Actions A3.1a and A3.1b; Policy P3.2 and Action A3.2a; and Policy P3.5 and Actions A3.5a and A3.5b. These provisions support contextual infill, buildings that frame and activate streets, pedestrian-oriented development, streamlined review, and a diverse housing supply.

The proposed ordinance is consistent with General Plan Policy P3.1 and Action A3.1a, which support development regulations that maintain and enhance established neighborhood character, and Policy P3.5 and Action A3.5a, which support a form-based code for Downtown and objective design standards outside Downtown. Both amendments also support Housing Element Goal 3.0 and Program 3.n by providing a predictable design review framework for housing development.

Public Interest and Welfare
The proposed Zoning Text Amendment would support the public interest, health, safety, convenience, and general welfare by establishing clear design requirements and a transparent basis for evaluating compliance. The standards guide the relationship between buildings, neighboring properties, and the public realm. Individual projects would remain subject to applicable building, fire, accessibility, and other health and safety requirements.

Internal Zoning Code Consistency
The proposed Zoning Text Amendment integrates objective design standards into the existing design review framework and supports the Zoning Code's purposes of orderly development, neighborhood character, compatibility, and pedestrian orientation. The standards would operate with applicable zoning and Specific Plan requirements, subject to State housing laws governing approvals, density bonuses, incentives, concessions, and waivers.

The proposed amendments would establish a measurable design framework for qualifying development, implement General Plan and DTSP policies, and provide interim standards for qualifying ministerial residential projects outside Downtown. Together, the amendments would support consistent application review while guiding building design to reflect South Pasadena's architectural character. Phase 2 would extend this framework to applicable development elsewhere in the City.

<u>ODS Next Steps</u>
If introduced on November 18, 2026, Ordinance No. 2423 would be scheduled for second reading and adoption on December 2, 2026, with an anticipated effective date of January 1, 2027. Implementation of the DTSP amendments would follow the effective-date provisions of Resolution No. 8038 and any coordination provisions in the ordinance.

Phase 2 would begin following completion of Phase 1 and address applicable multifamily and mixed-use development elsewhere in the City. Subphase 2A would prioritize residential areas affected by SB 79, followed by Subphase 2B for the remaining applicable areas. Phase 2 is anticipated to be completed by March 2027.

Alternatives
Alternatively, the City Council may continue the item and provide direction to staff as appropriate.

Fiscal Impact
The ODS project budget is included in Account No. 101-7010-7011-8170-000 (Professional Services) in the Community Development Department's FY 2026–2027 Adopted Budget. Preparation and implementation of the amendments are part of the ODS work program. The proposed action does not authorize a construction project or capital expenditure.

Key Performance Indicators and Strategic Plan
The proposed amendments advance Strategic Plan Item No. 5—Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs. Clear, measurable design requirements support housing production and predictable review while guiding development that responds to South Pasadena's neighborhood character.

Commission Review and Recommendation
Following a duly noticed public hearing on October 20, 2026, the Planning Commission adopted Resolution No. 26-14 by a 4–1 vote, recommending that the City Council adopt Resolution No. 8038 and introduce for first reading and subsequently adopt Ordinance No. 2423.

Commission comments primarily addressed revisions to text and diagrams to improve consistency and clarity. The Commission also recommended accounting for cumulative building modifications over a three-year period to prevent phased improvements from avoiding ODS compliance thresholds. This provision is included in the proposed standards presented to the City Council. A couple of Commissioners continued to express concerns about the limited number of architectural pathways; however, no changes to the pathways are proposed.

Public Notification
A public notice for this Public Hearing was published in the South Pasadena Review on October 30, 2026. The public was also made aware of the regularly scheduled Public Hearing on November 12, 2026 through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and also on the City's website.

Environmental Analysis
The proposed amendments are exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), consistent with the common sense exemption stated in the supplied ordinance and resolution. The amendments establish objective design requirements and clarify their application. They do not change permitted land uses, increase allowable density or height, or authorize construction of a specific development project. Future development proposals would be reviewed under applicable environmental requirements.

Attachment:
Attachment No. 1- Resolution No. 8038
Attachment No. 2- Ordinance No. 2423

RESOLUTION NO. 8038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA ADOPTING A SPECIFIC PLAN AMENDMENT TO AMEND THE DOWNTOWN SPECIFIC PLAN TO ESTABLISH OBJECTIVE DESIGN STANDARDS AND OTHER ASSOCIATED AMENDMENTS, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15061(B)(3)

WHEREAS, recent amendments and ongoing trends in state housing laws, including the Housing Accountability Act (Gov. Code, § 65589.5), the Housing Crisis Act of 2019 (Gov. Code, §§ 65941.1, 65905.5, 66300), and SB 79 (Gov. Code, § 65912.155 *et seq*.), limit the City's authority to disapprove or reduce the density of housing projects that comply with all objective General Plan, zoning and design standards; and

WHEREAS, Government Code Section 66300(a)(7) defines an "objective design standard" as a "standard that involves no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark," and the City seeks to adopt and apply design standards meeting that definition; and

WHEREAS, the City conducted a publicly noticed joint study session on the concept of objective design standards ("ODS") with the City Council and the Planning Commission on April 8, 2026, during which the concept of ODS was introduced and discussed and the Council and Commission provided direction on potential ODS topics; and

WHEREAS, the City Council appointed ad-hoc committee members composed of two Council members and three Planning Commissioners to work closely with City staff and City consultant to decide on an approach regarding architectural styles, identify core design principles and priority areas of the City, resulting in creating a set of ODS for the Downtown Specific Plan (DTSP) area and another for outside of the DTSP area, and subsequently a draft amendment to the DTSP adding C10 Objective Design Standards and making other associated amendments in C11 Administration and C12 Definitions for consistency (the "Specific Plan Amendment"); and

WHEREAS, the proposed Specific Plan Amendment would not include multifamily and mixed-use projects that qualify for ministerial review outside of the DTSP area; and

WHEREAS, the City conducted a publicly noticed joint study session on the draft ODS for the DTSP area with the City Council and the Planning Commission on October 7, 2026, during which the proposed Specific Plan Amendment and the proposed Zoning Code Amendment were received and discussed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 20, 2026, at which time it considered all evidence presented, both written and oral, and at the end of the hearing opted to adopt Resolution No. PC 26-14, recommending the City Council adopt proposed Specific Plan Amendment and the proposed Zoning Code Amendment; and

WHEREAS, on November 18, 2026, the City Council held a duly noticed public hearing, at which time it considered all evidence presented, both written and oral, and following receipt of public testimony closed the public hearing; and

WHEREAS, all legal preconditions to the adoption of this Resolution have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

SECTION 2. California Environmental Quality Act (CEQA). The proposed Specific Plan Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Specific Plan Amendment, as described in the recitals of this Resolution, will have a significant effect on the environment. The proposed Specific Plan Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. The City Council has reviewed the administrative record concerning the proposed Specific Plan Amendment and the proposed CEQA determination, and based on its own independent judgement, finds that the proposed Specific Plan Amendment is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 3. Findings. Based upon substantial evidence presented, including public testimony and written and oral staff reports, and the environmental documentation the City Council finds:

A. All necessary public hearing and opportunities for public testimony and comment have been conducted in compliance with applicable law because the Planning Commission conducted a duly noticed public hearing on October 20, 2026, to consider the proposed Specific Plan Amendment. Notice was provided on October 9, 2026, in accordance with South Pasadena Municipal Code ("SPMC") Section 36.620.040, Division 36.630, and applicable State law. The proposed Specific Plan Amendment and supporting materials were made available for public review, and interested persons were provided an opportunity to submit written comments and

present oral testimony. The Planning Commission considered the staff report, the proposed Specific Plan Amendment, and the public comments before making its recommendation to the City Council. The City Council conducted a separately noticed public hearing on November 18, 2026, before taking action on the proposed Specific Plan Amendment. Notice was provided on November 6, 2026, in accordance with SPMC Section 36.620.040, Division 36.630, and applicable State law.

B. The proposed Specific Plan Amendment is in conformance with the actions, goals objectives, policies, and programs of the General Plan and other adopted goals and policies of the City because the proposed Specific Plan Amendment establishes ODS for applicable development within the DTSP area and advances the General Plan's direction to accommodate growth through context-sensitive, pedestrian-oriented development. Policy P3.2 and Actions A3.2a and A3.2b direct growth to Downtown and call for updating the Specific Plan and development regulations to encourage mixed-use, walkable development. Policy P3.4 and Actions A3.4a and A3.4b support conserving the City's character and scale through buildings that engage the street and complement its architectural and cultural traditions. The proposed Specific Plan Amendment will implement this direction through measurable requirements governing building form, façade composition, and the relationship between buildings and the public realm. It also advances Policy P3.5, Action A3.5a, Housing Element Goal 3.0, and Program 3.n by providing a predictable design review framework that supports housing development and reduces reliance on subjective judgments.

   The proposed Specific Plan Amendment also conforms to the DTSP's contextual infill and development review policies. DTSP Policy P3.1 and Action A3.1a support conserving Downtown's character and scale through context-sensitive architecture, urban design, and landscaping. Action A3.1b encourages buildings that engage, frame, and activate the street. Policy P3.2 and Action A3.2a call for removing barriers to good design through a development framework that emphasizes pedestrian orientation, integrated land uses, and streamlined review. The proposed ODS advance these policies by translating Downtown's design objectives into clear, enforceable requirements. The amendment further supports Policy P3.5 and Actions A3.5a and A3.5b by guiding the design of multifamily and mixed-use development that expands housing opportunities for residents across income levels. Accordingly, the proposed Specific Plan Amendment will implement the General Plan and reinforces the DTSP's vision for compatible infill development, an active pedestrian environment, and a diverse housing supply.

SECTION 4. Approval of Specific Plan Amendment. Based on the foregoing, the City Council of the City of South Pasadena approves the Specific Plan Amendment, amending Part C- Code of the DTSP to add C10 Objective Design Standards and make associated amendments, including renumbering to C11 Administration and C12 Definitions, as set forth in Exhibits A, B, C, and D, attached hereto and incorporated herein by this reference.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase in this Resolution or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the Resolution or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. Certification. The Chief City Clerk shall certify the adoption of this Resolution, and publish this Resolution as required by law.

PASSED, APPROVED AND ADOPTED ON this __ day of _____, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

How to Use this Code?

Step 1

Find your property on the Regulating Plan.

Regulating Plan is the key to all standards. Begin by identifying which zone applies to your lot. Note if any overlay applies to your lot. See Section C2, Figure C.2.1

→ **Do you have a 4 acre or larger tract?**

- no → continue to Step 2
- yes → Review:
  a. Streets, Blocks, & Opens Space (see Section C7)
  b. Landscape Standards (see Section C8)

  → return to Step 2

Step 2

Uses

Review Section C3 for all uses that are permitted in your zone and identify any additional standards that may apply to the applicable use(s). See C10 for objective design standards applicable to multifamily and residential mixed-use projects.

Step 3

Review development standards

For your zone, see applicable standards for setback, height, parking placement, and permitted building and frontage types. See the applicable development standards for each zone in Section C4.

Step 4

Review building standards

These standards will specify the required lot size, private open space, frontages, access, size, and massing for the building. See Section C5 for building standards.

Step 5

Review frontage standards

These standards will specify how the building interacts with the street. See Section C6 for frontage standards.

Step 6

Signs & Other Standards

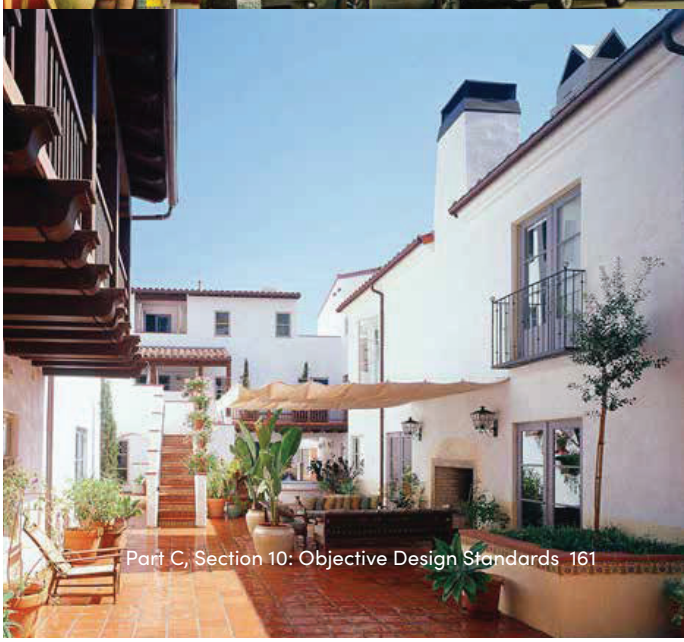
Review Section C9.1 & C9.2 for regulations related to signs. Review Section C9.3 for regulations pertaining to site walls, outdoor dining, and loading spaces.

→ Once your project meets all the requirements of this Code and has received any additional review or approvals, submit your permit application to the Building Division.

See Section C11 for the applicable development review process. Section C12 defines some of the key terms found throughout this code.

C10 Objective Design Standards





OVERVIEW

Downtown South Pasadena is characterized by a compact, walkable urban form, a historic commercial core, architecturally significant buildings, and a strong relationship between buildings and the public realm. The district's character reflects successive periods of development that established a distinctive pattern of pedestrian-oriented streets, mixed-use activity, durable building materials, and human-scaled architecture.

These Objective Design Standards establish clear, measurable, and objective requirements for new mixed-use and multifamily development within the Downtown Specific Plan area. These Objective Design Standards are intended to:

- Implement the applicable goals, policies, and development requriements of the Downtown Specific Plan and Zoning Code.
- Establish a predictable and efficient review process through standards that can be uniformly applied by applicants and the City.
- Establish objective requirements for building massing, facade composition, frontage design, fenestration, exterior materials, architectural elements, and outdoor shade.
- Support pedestrian access and activity through ground floor standards.
- Establish permitted and prohibited exterior materials and dimensional requirements for building forms, openings, projections, recesses, architectural elements, and facade articulation.
- Provide alternative architectural pathways derived from architectural traditions that have influenced the physical character of South Pasadena

The standards are organized around two architectural traditions that have significantly influenced the development of Downtown South Pasadena: American Mercantile (Main Street) and Spanish Colonial Revival. Each architectural pathway establishes objective requirements for building form, facade composition, architectural detailing, materials, and site design. Rather than encouraging the replication of historic buildings, the standards are intended to guide new development using the fundamental design principles, proportions, and material characteristics associated with these traditions.

Together, these standards provide a framework for development review and establish objective design requirements that support long-term character, walkability, and architectural quality of Downtown South Pasadena.

C10.1 PURPOSE

The purpose of these Objective Design Standards (ODS) is to establish measurable and verifiable design requirements for mixed-use and multifamily development within the Downtown Specific Plan area. These standards provide a consistent basis for determining project compliance without the exercise of personal or subjective judgement by a public official.

C10.2 APPLICABILITY

A Applicable Development

These Objective Design Standards apply to the following development within the Downtown Specific Plan:

1. New residential projects consisting of townhouses, multiple-family dwellings, or residential condominiums.
2. New mixed-use development that includes one or more dwelling units.
3. An addition, alteration, repair, reconstruction, or other improvement to an existing multi-family residential or mixed-use development where:
    a. more than 50 percent of the existing gross floor area of the development is demolished; or
    b. an addition of more than 50 percent of the existing gross floor area of the development and containing at least 1,000 square feet of additional gross floor area is proposed.
4. Where an existing structure has been damaged to the extent that the costs for repair or replacement exceeds 60 percent of the total replacement cost of the structure, as established by the Building Official, in any single calendar year.
5. Where a project meets the applicability thresholds of this Section, the entire building shall comply with the applicable Objective Design Standards unless expressly exempted by this Section. Regardless of whether a project otherwise meets the applicability thresholds of this Section:
    a. All window replacements shall comply with Subsection C.10.4.3.B.6.
    b. All exterior facade recladding and repainting shall comply with the Materials and Colors section of the building's applicable architectural pathway.
6. Additions, alterations, repairs, reconstructions, and other improvements undertaken within any consecutive three-year period from the date in which a permit is issued for improvement shall be considered cumulatively. Where the cumulative work meets an applicable threshold established in Subsection A.3, the project shall be subject to these Objective Design Standards.

B Exempt Development

These Objective Design Standards do not apply to:

1. Single-family dwellings.
2. Accessory dwelling units or junior accessory dwelling units.
3. Development that does not include a residential use.
4. Maintenance or repair that does not alter an exterior building wall, roof form, exterior opening, exterior material, architectural element, or site feature except where a specific standard expressly states that it applies to replacement, repair, or maintenance work.

C Relationship to Other Requirements

Compliance with these Objective Design Standards is required in addition to compliance with all other applicable provisions of the South Pasadena Municipal Code and Downtown Specific Plan. Where an express conflict exists between these Objective Design Standards and another provision of the Downtown Specific Plan, the provision that expressly regulates the subject condition shall control. Conflicts between these standards and the South Pasadena Municipal Code shall be resolved in accordance with the applicable conflict provision of the Downtown Code (per C1.2).

Compliance with these Objective Design Standards does not exempt a project from any applicable building, fire, accessibility, historic preservation, environmental, engineering, public works, or other local, state, or federal requirement.

The selection of an architectural pathway does not exempt a project from generally applicable standards contained in or incorporated by reference into this Section, including standards applicable to designated historic resources and properties adjacent to cultural resources.

C10.3 ARCHITECTURAL PATHWAYS & ORGANIZATION

A Architectural Pathways

These Objective Design Standards establish the following architectural pathways:

1. **American Mercantile (Main Street)**. The set of objective design standards established in Section C10.4.
2. **Spanish Colonial Revival.** The set of objective design standards established in Section C10.5.

The names of the architectural pathways identify the applicable sets of standards. Compliance shall be determined through application of the standards within the selected pathway and shall not require a separate determination that a building represents or conforms to a named architectural style.

B Selection & Application

1. Each building shall comply with one architectural pathway. The requirements of different architectural pathways shall not be combined on the same building unless expressly permitted by this Section.
2. Different buildings within a multi-building development may use different architectural pathways, provided that each building independently complies with all applicable standards within its selected pathway.
3. The selected architectural pathway shall be identified on the development plans submitted for review. The development plans shall include a compliance table identifying each applicable standard and the drawing, detail, specification, schedule, or calculation demonstrating compliance.
4. In addition to the standards contained directly within the selected architectural pathway, each building shall comply with all generally applicable standards and all standards incorporated by reference into that pathway.

C Organization of Standards

Each architectural pathway is organized into the following regulatory categories:

1. Massing & Articulation
2. Base, Middle, and Top Design
3. Fenestration & Facade Opening Ratio
4. Architectural Elements
5. Materials & Colors
6. Shading Requirements

Compliance with all applicable standards within the selected architectural pathway, together with all generally applicable and incorporated standards, constitutes compliance with the design requirements of this Section.

D Regulatory Effect

Text identified as a **Standard** establishes a mandatory requirement.
Text identified as an **Overview**, **Intent**, caption, example, commentary, or description provides explanatory context and does not establish independent requirement or criterion for project approval, conditioning, or denial.
Photographs, precedent images, illustrations, and diagrams explain the context or application of the standards but do not establish requirements unless expressly identified as mandatory. Where a photograph, precedent image, illustration, or diagram conflicts with the text of a Standard, the text of the Standard shall control.



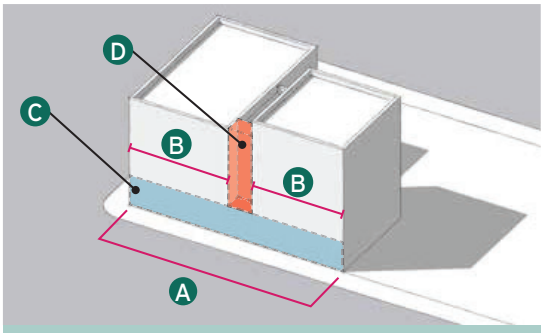
American Mercantile (Main Street)

C10.4 OVERVIEW

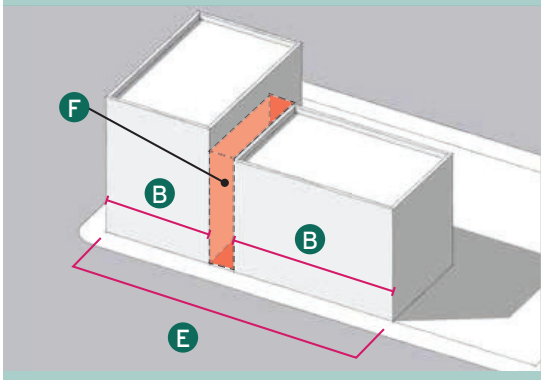
The development of Downtown South Pasadena during the late nineteenth and early twentieth centuries established the commercial building patterns that continue to characterize Mission Street and the surrounding downtown area. During this period, the district developed as a traditional Main Street environment composed of individual commercial buildings constructed over time by different property owners. These buildings typically incorporated storefronts located directly adjacent to the sidewalk, upper-story offices and residences, rectilinear building forms, vertically proportioned facades, durable exterior materials, and a consistent street wall that defined the public realm.

Contemporary mixed-use and multifamily development within the Downtown Specific Plan area may accommodate building types, densities, and construction methods that differ from historic precedents. The standards in this architectural pathway establish objective requirements derived from the recurring physical characteristics of traditional Main Street buildings, including articulated massing, active ground-floor frontages, vertically organized facades, regularly patterned fenestration, and durable exterior materials.

The American Mercantile (Main Street) architectural pathway translates these characteristics into measurable standards for building form, facade composition, materials, and frontage design. The standards are intended to guide new development using the physical design principles commonly found within Downtown South Pasadena's historic commercial environment while accommodating contemporary residential and mixed-use development.



Facade Break



Building Separation

Massing Diagram	*Figure C10.4.1.a*	
A	100 - 150'	Length of facade
B	45' min.	Length of facade on either side of facade break/building separation
C	20' min.	Height of continuous ground floor
D	8 x 8' min.	Length and depth of required facade break
E	> 150'	Length of facade
F	12' min.	Width of required physical building separation

Note: Diagram used for illustrative purposes only.

C10.4.1 MASSING & ARTICULATION

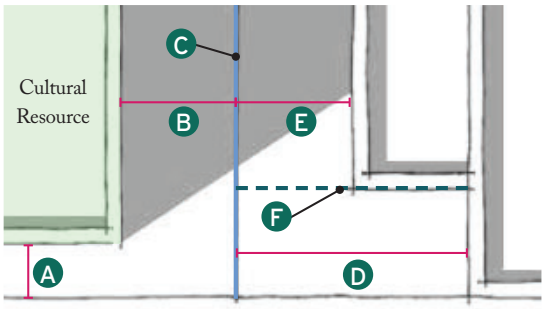
A Intent

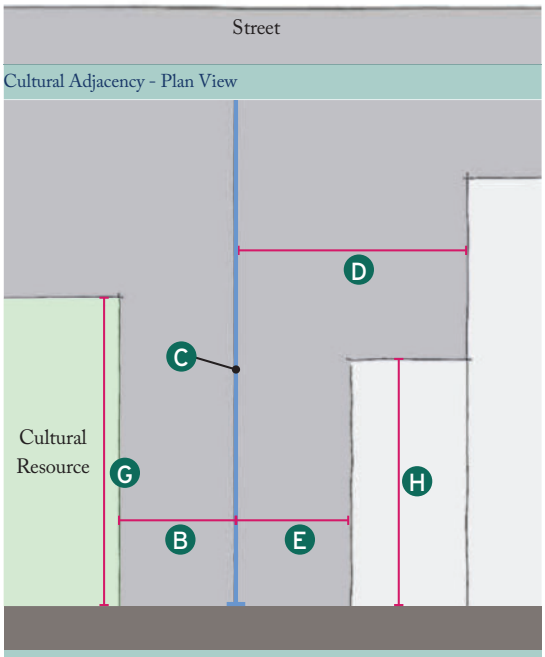
Create building compositions that reflect the traditional Main Street commercial districts through rectilinear forms and a rhythm of smaller building volumes to reduce perceived mass, reinforce the incremental character of historic commercial development, and establish a pedestrian-scaled streetscape.

B Standards

1. **Box Massing.** Buildings shall consist of rectilinear box forms. Curved, cylindrical, spherical, faceted, undulating or other non-rectilinear building volumes are prohibited. Projecting volumes shall be limited to the Middle portion of the building, as described in Subsection C10.4.2 of this Section, and shall not exceed 20 percent of the total facade area.
2. **Facade Break.** Any facade between 100 feet and 150 feet in width shall require a facade break above the ground floor that is at least 8 feet in width and 8 feet in depth. No portion of a facade on either side of the facade break shall be less than 45 feet in width.
3. **Facade Differentiation.** Facades on either side of a required break shall be differentiated from each other in at least two of the following features:
    a. Fenestration patterning
    b. Materiality
    c. Color
    d. Architectural elements
    e. Balcony design
    f. Overall building height by at least one floor
4. **Building Separation.** Building facades over 150 feet in width shall require a complete physical building separation (i.e., a separate detached building) in a manner that does not result in a total facade length that is less than 45 feet in width. The required separation between buildings shall be a minimum of 12 feet in width and provide windows and/or entries along the separation's frontage for a minimum of 25 feet.
5. **Height Averaging.** If a project requires a physical separation based on Subsection B.4 of this Section, height averaging, consistent with the methodology in Section 36.300.040.A of the Zoning Code, shall be required to achieve varied building heights between separated buildings along the street.

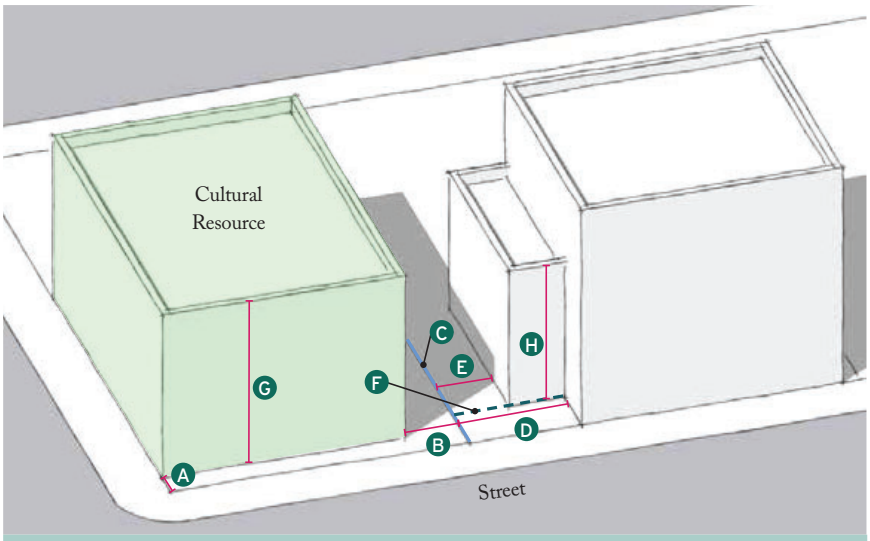
6. **Properties with Cultural Resources.** Projects on parcels with a cultural resource shall require a Certificate of Appropriateness pursuant to Municipal Code Section 2.65. Projects that qualify for ministerial review under section C11.1.B.2.a of the Downtown Code, require a Certificate of Appropriateness as described in section C11.1.B.2.a.iv of the Downtown Code.
7. **Cultural Resources Adjacency.** Projects sharing a property line with a designated historic resource or a cultural resource (as defined in SPMC Section 2.59A) are subject to the following modified standards.
    a. Street Setbacks. The minimum street setback shall be an average of the minimum setback prescribed by the applicable regulating zone and that of the resource for a minimum of 20 feet from the shared property line. If between two resources, the street setback shall be an average of the setbacks of the two resources.
    b. Sideyard Setbacks. The minimum sideyard setback shall be equal to that of the cultural resource or five feet, whichever is less. No setback is required where the resource is built to the shared property line.
    c. Streetwall Height. A maximum streetwall height shall not exceed the height of the cultural resource for a minimum of 20 feet from the shared property line.





Cultural Adjacency - Plan View

Cultural Adjacency - Elevation View

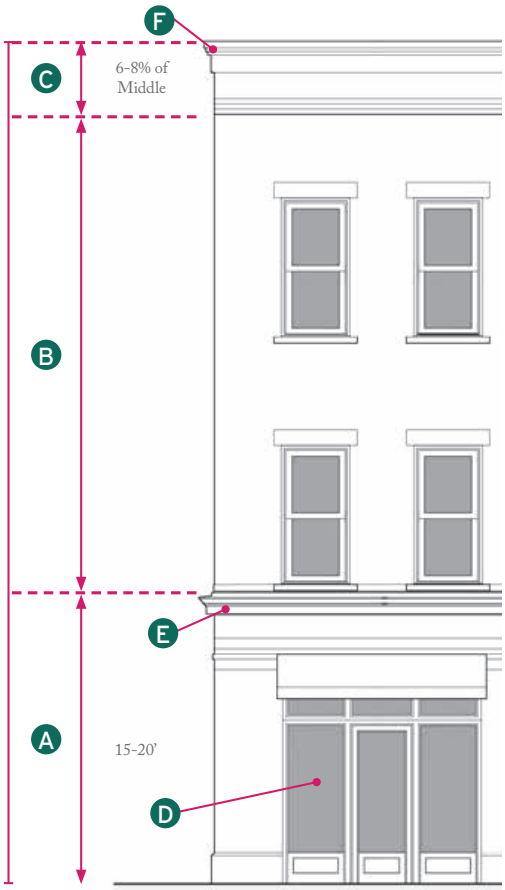


Cultural Adjacency - 3D View

Cultural Adjacency Diagram *Figure C10.4.1.b*

A	Street setback of Cultural Resource	
B	Sideyard setback of Cultural Resource	
C	Shared property line	
D	Sideyard setback of project within street frontage setback	20' min. from shared property line
E	Sideyard setback of project	Sideyard setback of Cultural Resource (B) or 5', whichever is less
F	Minimum street setback line of project within 20' of shared property line	Average of the street setback of the Cultural Resource (A) and the minimum street setback prescribed by the Regulating Zone
G	Cultural Resource height	
H	Height of project within 20' of shared property line	Shall not exceed height of Cultural Resource (G)

Note: Diagram used for illustrative purposes only.



Base, Middle, & Top Design Diagram *Figure C10.4.2.a*	
A Base	D Commercial Storefront
B Middle	E Base-defining Architectural Element
C Top	F Top-defining Cornice
Note: Diagram used for illustrative purposes only.	

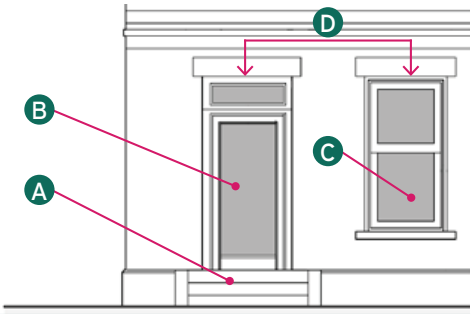
C10.4.2 BASE, MIDDLE, & TOP DESIGN

A Intent

Create buildings that reflect the historic American Mercantile character of traditional Main Street commercial districts through a clearly expressed Base, Middle, and Top to reinforce the vertical composition common in historic buildings, establish visual order, reduce perceived building scale, and contribute to a cohesive streetscape.

B Standards

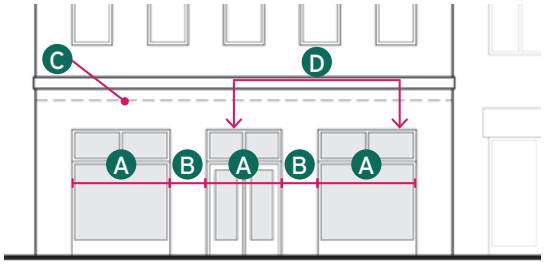
1. **Visible Facades**. All facades of the building (including portions of interior, side, and rear elevations) that are visible from a street or alley shall be organized with a consistent Base, Middle, and Top, as further defined in this Section.
2. **Base.** The Base of the building shall comply with the following standards:
   a. The Base of the building shall be between 15 feet and 20 feet high measured from the sidewalk elevation closest to the primary building entrance to the bottom of the second-floor windows or horizontal architectural element as required by Subsection B.2.k of this Section.
   b. The Base of all buildings shall include a residential lobby entry accessed directly from the existing sidewalk and shall include at least one of the following:
      i. Storefronts and entries for residential amenity spaces.
      ii. An opening to a ground-level open space area.
      iii. Commercial storefronts and entries.
   c. The residential lobby entrance opening shall be differentiated from other ground-floor openings by at least one of the following methods:
      i. An awning or flat projecting canopy, which shall be placed above the entrance doors and span the width of the opening only.
      ii. A surround that projects beyond the building wall a maximum of six inches and/or extends above the opening no higher than the base of the second floor windows.
      iii. Deeper recess by at least 12 inches than the other ground-floor entrances.
   d. Ground-floor residential units on primary and/or secondary streets shall include direct access to those units from the sidewalk with entry structures such as porches, stoops, or terraces.
   e. All ground-floor openings shall have clear glazing, except transom glazing may be stained or other decorative glass, and the top of the ground-floor openings shall align horizontally along the facade plane.
   f. Ground-floor courtyard openings may be taller than other ground-floor openings, but shall not be taller than the top of second-floor windows.



Residential Ground Floor Diagram *Figure C10.4.2.b*

A	Elevated Stoop
B	Ground Floor Residential Unit Entry
C	Clear Glazing
D	Top of Openings Alignment

Note: Diagram used for illustrative purposes only.



Commercial Ground Floor Diagram *Figure C10.4.2.c*

A	10-25'	Commercial Ground Floor Opening (Door or Window)
B	1-3'	Wall or Pier between Openings
C	15' min.	Interior Ceiling of Commercial Space
D	Top of Openings Alignment	

Note: Diagram used for illustrative purposes only.

g. Ground-floor commercial storefront or parking area openings shall be between 10 and 25 feet wide and shall be separated from each other and any other ground-floor openings by walls or pillars between one and three feet wide that are aligned with and no wider than solid areas of the Middle; residential amenity space openings shall be between six and 25 feet wide.

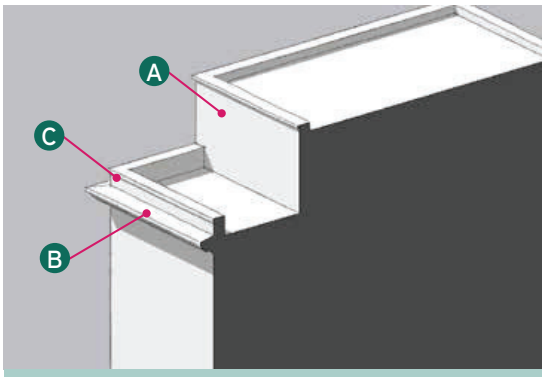
h. Doors within ground-level openings for commercial, amenity space and residential unit entries shall be recessed a minimum of 30 inches from the facade plane.

i. No ground-floor entries or openings shall be lower than the grade of the existing sidewalk.

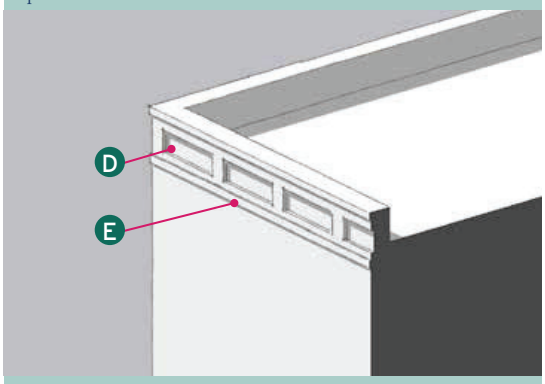
j. Windowless expanses of ground-level walls shall not exceed six feet in length within the Shopfront Frontage Overlay, as shown in Figure C2.1. Downtown Regulating Plan.

k. The Base shall be separated from the Middle by differentiated second floor windows or a horizontal architectural element such as a string course or masonry banding in stone or brick, that shall be six inches in height or taller and shall project a minimum of four inches from the facade plane.

3. **Middle.** The Middle of the building shall consist of solid walls and windows in compliance with Subsection C10.4.3 Fenestration & Facade Opening Ratio, Subsection C10.4.4 Architectural Elements, and Subsection C10.4.5 Materials & Colors, of this Section.



Top - Cornice



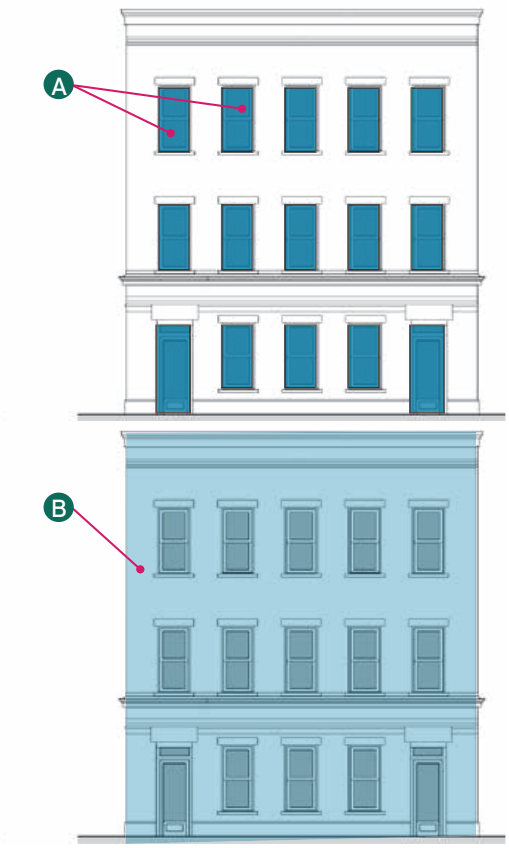
Top - Decorative Panels

Top Edge Design Diagram *Figure C10.4.2.d*

A	Top Floor Step-Back
B	Projecting Cornice
C	Parapet Wall
D	Decorative Panels
E	Projecting Band

Note: Diagram used for illustrative purposes only.

4. **Top.** The Top of the building shall comply with the following standards:
   a. Except at required facade breaks and set-back top floors as allowed in Subsection B.4.c of this Section, the top edge of the building shall have either a projecting cornice or decorative panels in compliance with the following standards:
      i. The height of the cornice shall be a dimension equal to between 6% and 8% of the height of the building Middle. The building Middle shall be measured from the bottom of the second-story windows or horizontal architectural element required in Subsection B.2.a of this Section. If the top floor is set back in accordance with Subsection B.4.c of this Section, the floor below shall serve as the Top for the purposes of measuring the Middle. Cornices shall project from the facade plane a maximum dimension equal to between 50% to 133% of the height of the cornice and shall have an articulated design such that the maximum projection is at the top of the cornice and the remainder steps or angles back to the main facade. A parapet wall may rise above the cornice, but shall not exceed 50% of the cornice height.
      ii. Decorative panels shall be at least two feet in height and shall have a projecting band in compliance with Subsection B.2.k. of this Section.
   b. The fenestration pattern of the top floor may be differentiated from that of the Middle. If differentiated, a projecting band in compliance with Subsection B.2.k of this Section shall be placed between the bottom of the top floor openings and the top of the openings of the floor below.
   c. The top floor may be set back from the rest of the building below. If set back, the floor below the top floor shall have a projecting cornice in compliance with Subsection B.4.a.i of this Section and the set-back top floor may have a different roof form, fenestration pattern, wall material and color.



A Total Area of Openings / B Total Area of Facade = Facade Opening Ratio

Opening-to-Facade Diagram *Figure C10.4.3.a*

A Area of Opening on Street Facade

B Total Area of Street Facade

Note: Diagram used for illustrative purposes only.

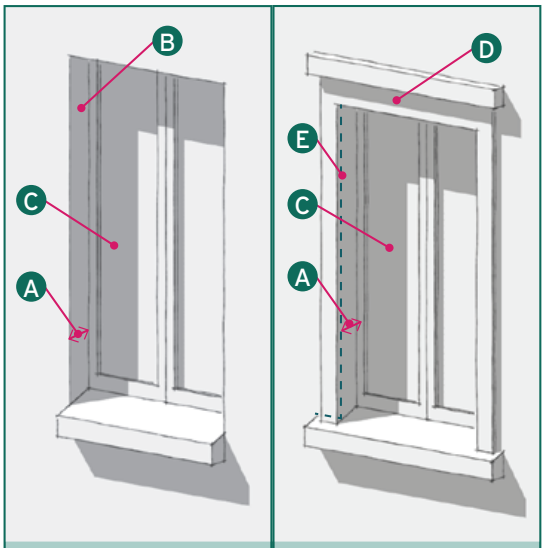
C10.4.3 FENESTRATION & FACADE OPENING RATIO

A Intent

Create building facades that reflect the traditional American Mercantile character of Main Street commercial development through balanced proportions of windows and wall surfaces to establish visual rhythm, reinforce facade composition, and promote architectural quality.

B Standards

1. **Maximum Facade Opening Ratio**. All buildings shall not exceed the maximum facade opening ratios described below. The ratio shall be calculated by dividing the total area of all street-visible openings on a facade by that facade's street-visible overall area. If allowed, facades that are set back more than 12 feet from the remainder of the facade shall count as a separate facade for purposes of this requirement.
   a. North-facing facades: 0.60 max
   b. South-facing facades: 0.50 max
   c. East-facing facades: 0.45 max
   d. West facing facades: 0.35 max
2. **Fenestration Shading.** Maximum Facade Opening ratios required in Subsection B.1 of this Section may be exceeded up to 10% where permanent exterior shading devices, such as operable shutters, awnings, balconies, and fins are incorporated.
3. **Fenestration Pattern.** Openings above the Base shall be aligned and stacked vertically and horizontally unless otherwise stated in this Section. Openings shall be separated from each other and from building corners by solid wall area between 18 inches and eight feet horizontally.
4. **Vertically-Proportioned Openings.** Individual openings shall be at least 12 inches taller than they are wide, except for openings connected to balconies, which may be a maximum of four feet wider than their height.



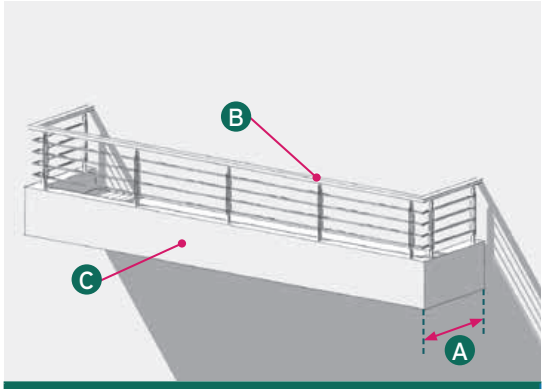
Window - No Trim | Window - Trim

Window Recess Diagram *Figure C10.4.3.b*

A	4" min. Window Recess
B	No Trim Opening (facade material wraps into the opening)
C	Window
D	Window Trim
E	Line of Face of Wall Plane

Note: Diagram used for illustrative purposes only.

5. **Parking Access.**
   a. Ground-floor openings to access vehicular parking areas shall be divided into entrance and exit openings with a solid pillar between them, which shall be between one and three feet wide and placed to align with a solid wall area of the building facade above.
   b. Where an alley is present, parking access shall be provided from the alley. Where no alley is present, parking access shall be provided from a secondary street, where present.
6. **Windows.** Windows shall comply with the following standards. Window replacements shall comply with the following standards even when the work does not otherwise trigger the applicability thresholds of these Objective Design Standards.
   a. Windows shall be recessed a minimum of four inches from the exterior wall plane, measured from the face of the wall surface to the window frame. Window trim, casing, molding, or other applied architectural elements shall not be included in the measurement.
   b. Windows with muntins shall utilize True Divided Lites (TDL) or Simulated Divided Lites (SDL). Grilles Between Glass (GBGs) windows are prohibited.
   c. Vinyl windows are prohibited.



Balcony Diagram *Figure C10.4.4.a*

A 4' max projection from facade

B Metal railing

C Concealed drainage within balcony structure

Note: Diagram used for illustrative purposes only.

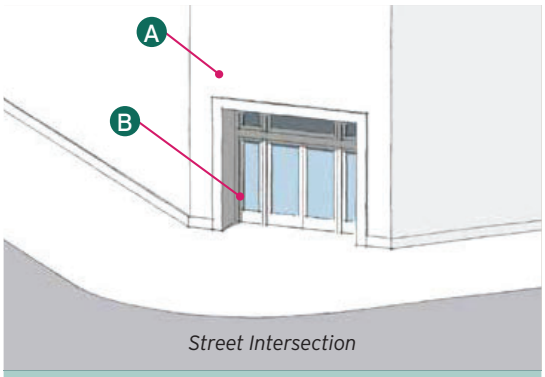
C10.4.4 ARCHITECTURAL ELEMENTS

A Intent

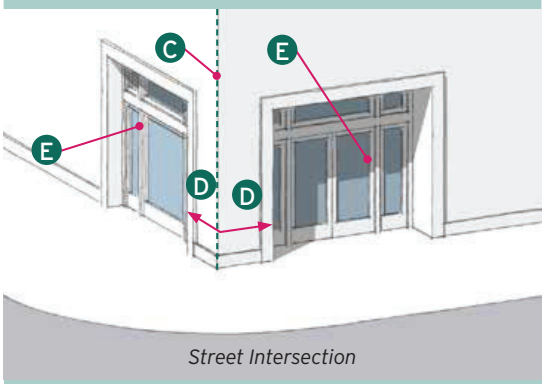
Create buildings that reflect the historic American Mercantile character of traditional Main Street commercial districts by incorporating consistent architectural detailing, facade articulation, and prominent corner treatments that enhance the pedestrian experience.

B Standards

1. **Architectural Elements.** All buildings shall include at least two of the following building elements:
    a. Cornices or banding
    b. Decorative panels or medallions
    c. Rooftop finials
    d. Engaged pilasters
    e. Balustrades at the roof edge only
    f. Balconies/railings that comply with the following standards:
        i. All balconies along a single facade shall have the same design, material, and color.
        ii. All balcony railings shall be an opaque material other than stucco and shall either incorporate a gap between the railing and the balcony surface for sheet-flow of drainage or, if no drainage gap is provided, both primary and overflow drainage shall be concealed within the building and/or balcony structure with no scuppers.
        iii. Balconies shall not extend beyond the facade break required in Subsection C10.4.1.B.2 of this Section.
        iv. Balconies may project a maximum of four feet in depth from a facade.
        v. The fascia and soffit of all projecting balconies shall be clad in a matching material other than stucco.



Corner - Chamfered



Corner - Solid

Building Corner Diagram *Figure C10.4.4.b*

A	Chamfered Building Corner at Street Intersection
B	Pedestrian Entrance into Commerical or Lobby Space
C	Building Corner at Street Intersection
D	Solid Wall Area, 3' min
E	Ground-Floor Opening

Note: Diagram used for illustrative purposes only.

2. **Building Corners.** Building corners at paseos and street intersections shall comply with the following standards:
   a. Building corners shall either be:
      i. chamfered to include a pedestrian entry, or
      ii. a solid outside corner with at least three feet of solid wall area from each side of the edge.
   b. Emergency egress doors shall not be located on building corners.

C10.4.5 MATERIALS & COLORS

A Intent

Create buildings that reflect the historic American Mercantile character of traditional Main Street commercial districts through a limited number of high-quality materials and colors. These standards are intended to promote visual coherence, reinforce the distinction between the Base, Middle, and Top, encourage durable and authentic building materials, and avoid the appearance of applied or synthetic architectural treatments.

B Standards

1. **Facade Recladding.** Facade recladding and repainting shall comply with the following standards even when the work does not otherwise trigger the applicability thresholds of these Objective Design Standards.
2. **Primary Materials.** The exterior solid wall area of all buildings shall have no more than two materials, which shall be no more than two colors.
    a. Variegated color mix of brick or stone material shall be considered one color.
    b. If two materials are used on the building:
        i. the entire Base shall be of either slab stone, precast concrete, porcelain tile or brick and shall require a projecting band of the same material at the top of the Base as required in Subsection C10.4.2.B.2.i. of this Section. Individual slab stone and porcelain tiles shall be at least four inches by 12 inches.
        ii. the Middle and Top of the building be smooth or 20/30 sand-finish plaster/stucco.
3. **Additional Materials & Colors.** Additional materials and colors may be used if they conform to the following standards:
    a. Wall areas surrounding recessed openings at the Middle and Top of a building may extend no more than six inches beyond the window and may have an additional color applied to all such areas, but shall be clad in the same material as the surrounding areas.
    b. Another color may be used if a precast concrete water table or impervious stone is applied at the bottom of the Base from the ground to a maximum height of 24 inches with a projection of one inch beyond the base material.
    c. A solid bulkhead consisting of four-inch by four-inch ceramic tiles for any color or precast concrete of any color may be used below storefront windows, extending from the ground to a maximum of 24 inches.
4. **Secondary Materials & Detailing.** Additional materials and colors and may be used if they conform to the following standards:
    a. All storefront frames, window frames and doors shall each be of the same material and color throughout the building exterior and may contrast with the exterior facade colors. Doors with specific building code ratings are not subject to this requirement (e.g., required fire-rated exit or mechanical doors).
    b. Cornices, banding, and decorative features shall be natural stone, cast stone or precast concrete if the building is clad entirely in stucco.
    c. Brick-clad buildings shall incorporate traditional brick details including projecting rowlock coursing at parapets, banding, and window sills; soldier courses at window headers; and corner bricks wrapping into openings and at building corners. Brick-clad buildings may also incorporate natural stone, cast stone, or architectural terracotta detailing in lieu or in combination with the brick detailing described above.
    d. Stone facade materials shall not be painted.
    e. The same material used to trim openings shall wrap the corners into the recessed opening to the full extent of the recess.

5. **Prohibited Materials.** The following materials are prohibited:
    a. CMU blocks, split-face blocks or slumpstone
    b. Glossy/reflective materials, other than glazed brick
    c. Faux materials (e.g. metal or composite materials with a faux wood or stone appearance)
    d. Corrugated metal
    e. EIFS or synthetic stucco
    f. Fiber cement siding or panels
    g. Foam trim systems
    h. Stucco with heavy-textured finishes, including lace, dash, skip-trowel, knockdown, and similar finishes
6. **Panelized Systems.** Panelized or rainscreen systems shall be clad only in the following materials:
    a. Full brick veneer, standard modular brick dimensions
    b. Stone, two-inch thick minimum
    c. Terracotta
    d. Glass Fiber Reinforced Concrete (GFRC)
    e. Architectural concrete
    f. Porcelain panels

C10.4.6 SHADING REQUIREMENTS

A Intent

Ensure common open spaces and seating areas provide meaningful protection from sun exposure during periods of peak afternoon heat. These standards are intended to increase comfort, usability, and long-term functionality of outdoor spaces.

B Standards

1. **Common Open Space.** At least 50% of the required common open space area shall be shaded at 3:00pm on August 21.
2. **Fixed Seating Areas.** At least 75% of fixed seating areas shall be shaded at 3:00pm on August 21.
3. **Children's Play Areas.** A minimum of 50% of children's play areas shall be shaded at 3:00pm on August 21.
4. **Qualifying Shade.** Shade required by this Section may be provided by buildings, permanent architectural features, proposed mature tree canopy, or a combination thereof.

For Illustrative Purposes Only

Chamfered Corner - Pedestrian Entry
Local Example: 921 Meridian Ave



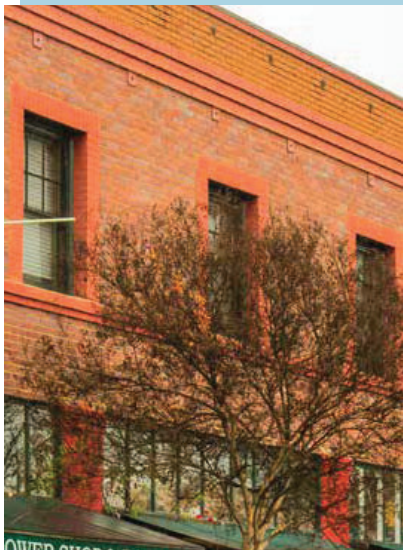


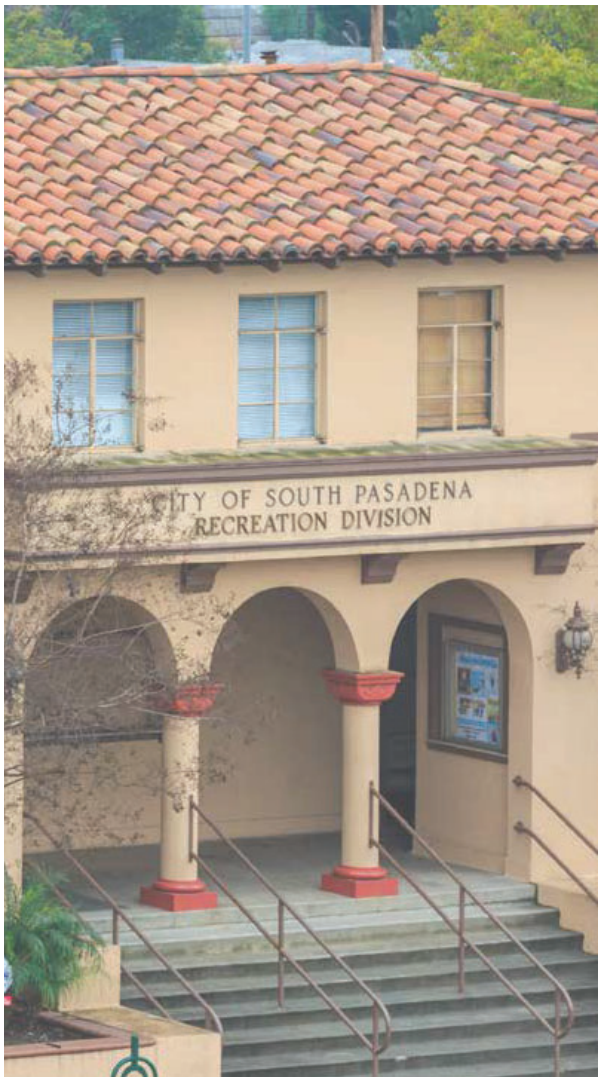
Commercial Storefront
Local Example: 1017 El Centro St



Commercial Ground Floor
Local Example: 1001 Mission St

Recessed Windows & Variegated Brick
Local Example: 950 Mission St





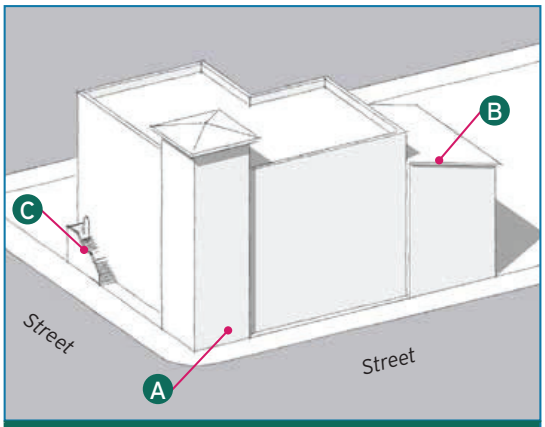
Spanish Colonial Revival

C10.5 OVERVIEW

Beginning in the 1920s, South Pasadena experienced a period of residential and commercial growth that coincided with the widespread adoption of Spanish Colonial Revival architecture throughout Southern California. Derived from Spanish, Mexican, and Mediterranean architectural precedents, the style was adapted to local building materials, construction methods, and climatic conditions.

Common characteristics include simple building forms, asymmetrical compositions, stucco wall surfaces, clay tile roofs, recessed openings, courtyards, decorative tilework, balconies, and ornamental metalwork. Spanish Colonial Revival buildings are found throughout South Pasadena in a variety of building types and scales. Although many of the City's historic examples were constructed as single-family residences, the architectural vocabulary is also applicable to multifamily and mixed-use development. The style is characterized by the organization of building massing through articulated volumes, varied roof forms, courtyards, and a distinct relationship between solid wall surfaces and carefully proportioned openings.

The Spanish Colonial Revival architectural pathway establishes objective design requirements derived from these recurring physical characteristics. The standards are intended to guide new development using the architectural principles and material characteristics found within South Pasadena's historic Spanish Colonial Revival buildings while accommodating contemporary residential and mixed-use development. The resulting standards provide an objective framework for contemporary development within the Downtown Specific Plan area.



Massing Diagram *Figure C10.5.1.a*

A Tower Element

B Change in Roofline by at least one Floor

C Uncovered Staircase

Note: Diagram used for illustrative purposes only.

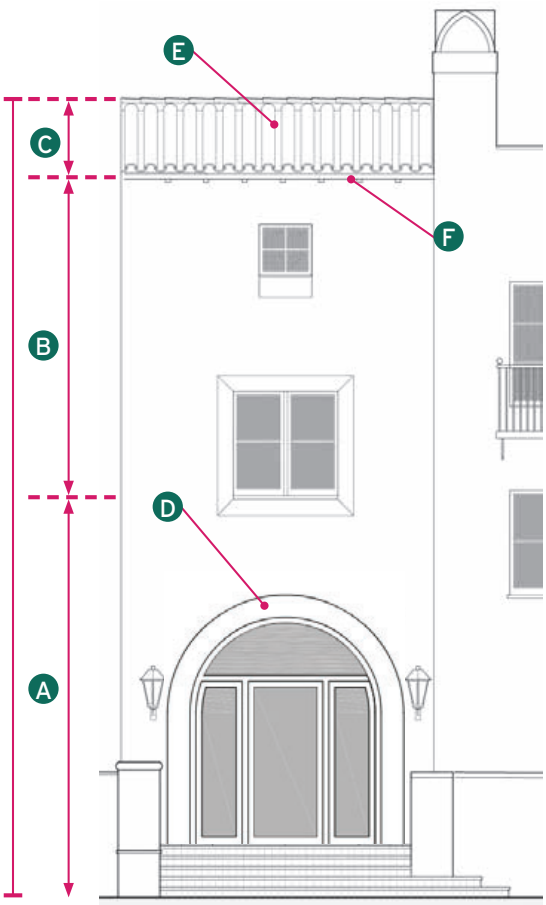
C10.5.1 MASSING & ARTICULATION

A Intent

Create building compositions that reflect the traditional Spanish Colonial Revival architectural style through simple, articulated building forms, varied rooflines, and carefully composed building volumes to reduce perceived mass, create visual interest, and ensure compatibility with surrounding development.

B Standards

1. **Articulated Massing.** All buildings shall have box massing with articulated subvolumes, or projecting or recessed walls or features as permitted herein. The buildings are required to incorporate at least two of the following features per street elevation:
    a. A tower at a street corner or paseo entrance. If used, this feature satisfies an articulation requirement for both street facades. Towers shall be between 15 and 25 feet higher than the building volumes that flank it, as measured from the immediately adjacent volume's eave fascia or top of parapet to the top of the tower's roof and shall be between 15 and 25 feet in width on each side. Corner towers shall also project or be recessed at least six inches beyond the wall planes of the immediately flanking volumes.
    b. An uncovered outdoor staircase from the ground to a second-floor entrance, which shall have terracotta treads and decorative tile risers.
    c. A covered or uncovered rooftop deck or terrace. Uncovered roof terraces shall terminate a building volume that is lower in height by at least one floor from the main building roofline. Coverings shall comply with Subsection C10.5.4.B.2.b of this Section except that they may be as deep as the terrace and may also have hipped roofs if they project beyond the exterior wall of the building by more than 24 inches. If railings are solid, both primary and overflow drainage shall be concealed within the building walls with no scuppers.
    d. A change in height by at least one floor and at least 25 feet in width. Adjoining building volumes of different heights shall have wall planes offset from each other by at least two feet.
2. **Roofs**. Roofs shall be flat, sloping (gabled, hipped, or mansard) or a combination. Changes in roof form shall only occur at towers or a change in height allowed in Subsection B.1 of this Section.
3. **Properties with Cultural Resources.** Projects on parcels with a cultural resource shall comply with the standards of Subsection C10.4.1.B.6 of this Section.
4. **Cultural Resources Adjacency.** Projects sharing a property line with a designated historic resource or cultural resource shall comply with the standards of Subsection C10.4.1.B.7 of this Section.



Base, Middle, & Top Design Diagram *Figure C10.5.2.a*	
A Base	D Arched Ground-Floor Opening
B Middle	E Clay Tile Sloping Roof
C Top	F Top-defining Rafter Tails
Note: Diagram used for illustrative purposes only.	

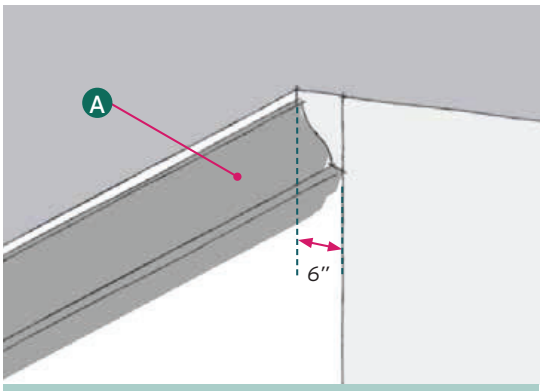
C10.5.2 BASE, MIDDLE, & TOP DESIGN

A Intent

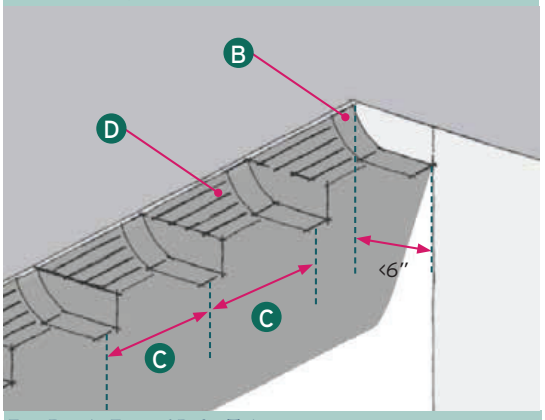
Create facade compositions that reflect the traditional Spanish Colonial Revival architectural style through a clearly articulated Base, Middle, and Top to establish visually balanced and well-proportioned elevations, reinforce facade hierarchy, and strengthen the pedestrian experience.

B Standards

1. **Visible Facades**. All facades of the building (including portions of interior, side, and rear elevations) that are visible from a street or alley shall be organized with a consistent Base, Middle, and Top, as further defined in this Section.
2. **Base.** The Base of the building shall comply with the standards of Subsection C10.4.2.B.2 of this Section, except as follows:
   a. The Base of the building shall be between 15 feet and 20 feet high measured from the sidewalk elevation closest to the primary building entrance to the bottom of the second-floor windows.
   b. A minimum of 50% of ground-level openings shall be arched. Arches shall be rounded, parabolic, or draped. Any ground-floor openings that are not arched shall be rectangular with right-angles.
   c. Ground-floor openings shall be separated from each other by solid wall area between two and ten feet wide.
   d. Ground-floor openings may have articulated cast stone, natural stone, or smooth plaster surrounds.
   e. Ground-floor unit entry doors shall be a standard 36-inch width and shall have vertical v-groove panels. Entry doors may include a small window near the top, with or without metal grillework and may also include black metal clavos.
   f. Exterior stairs allowed in Subsection C.10.5.1.B.1.b of this Section may result in greater opening separation than the maximum allowed in Subsection B.2.c of this Section to accommodate the stair, to a maximum of 40 feet.
   g. If a residential lobby entry is provided, the differentiation method of an articulated surround in Subsection C10.4.2.B.2.c of this Section shall not be allowed.
   h. In lieu of a residential lobby entry, buildings may have an opening providing access to a ground-level courtyard in compliance with Subsection C10.4.2.B.2.f of this Section.



Eave Detail - Ogee Cornice



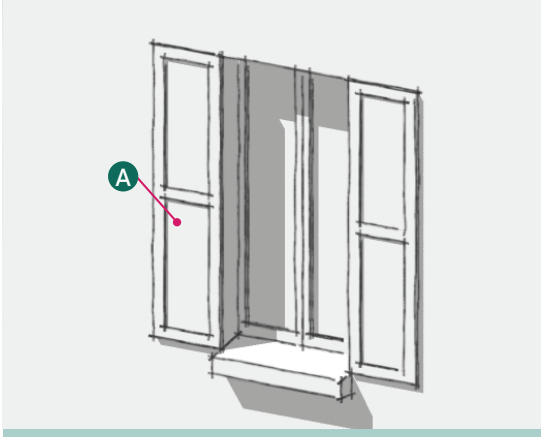
Eave Detail - Exposed Rafter Tail

Top Design Diagram *Figure C10.5.2.b*

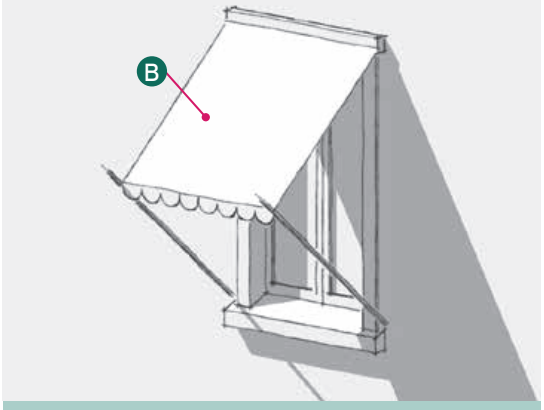
A	6" deep	Stone Ogee Cornice
B	< 6" deep	4x6 Rafter Tail
C	Rafter Tails spaced 16 - 32" on center	
D	Tongue-and-Groove Soffit	

Note: Diagram used for illustrative purposes only.

3. **Middle.** The Middle of the building shall consist of solid walls and windows in compliance with Subsection C10.5.3 Fenestration & Facade Opening Ratio, Subsection C10.5.4 Architectural Elements, and Subsection C10.5.5 Materials & Colors, of this Section.
4. **Top.** The Top of the building shall comply with the following standards:
   a. Sloping roofs shall have a maximum slope of 4:12 and shall be covered in clay barrel tiles and shall have eaves between six and 32 inches in depth beyond the building wall.
   b. Six-inch-deep eaves shall have an articulated ogee-profile cast stone or precast concrete cornice along the base of the eave. Eaves deeper than six inches shall have wood or smooth fiber-cement tongue-and-groove sheathing for soffits under the eave and 4x6 inch wood rafter tails set between 16 and 32 inches on center.



Fenestration Shading - Operable Shutters



Fenestration Shading - Awning

Fenestration Shading Diagram *Figure C10.5.3.a*

A Operable Shutters

B Awning

Note: Diagram used for illustrative purposes only.

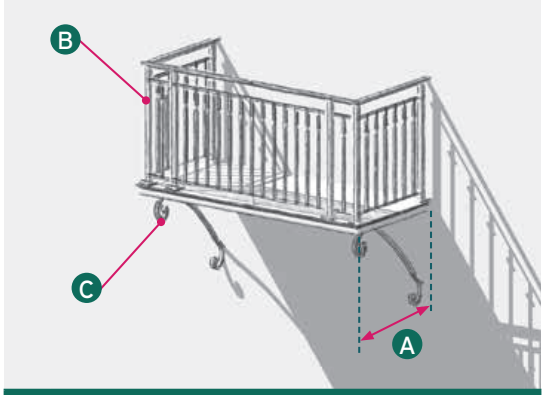
C10.5.3 FENESTRATION & FACADE OPENING RATIO

A Intent

Create facade compositions that reflect the traditional Spanish Colonial Revival architectural style through a carefully balanced relationship between openings and wall surfaces, vertically proportioned windows, and climate-responsive design strategies to establish depth, visual balance, and architectural cohesion.

B Standards

1. **Maximum Facade Opening Ratio.** All buildings shall not exceed the maximum facade opening ratios described below. The ratio shall be calculated by dividing the total area of all street-visible openings on a facade by that facade's street-visible overall area. If allowed, facades that are set back more than 12 feet from the remainder of the facade shall count as a separate facade for purposes of this requirement.
    a. North-facing facades: 0.35 max
    b. South-facing facades: 0.30 max
    c. East-facing facades: 0.25 max
    d. West facing facades: 0.20 max
2. **Fenestration Shading.** Maximum Facade Opening ratios required in Subsection B.1 of this Section may be exceeded up to 10% where permanent exterior shading devices, such as operable shutters, awnings, balconies, and fins or higher performance glazing are incorporated.
3. **Fenestration Pattern.** Windows shall be separated by solid wall area between one and ten feet horizontally and three and five feet vertically. Windows shall not extend vertically across multiple floors or horizontally across building corners. Openings are not required to be aligned or stacked.
4. **Vertically-Proportioned Openings.** Individual openings shall be square or taller than they are wide, but may not be wider than their height.
5. **Windows.** Windows shall comply with the standards of Subsection C10.4.3.B.6 of this Section.



Uncovered Metal Balcony Diagram *Figure C10.5.4.a*

A	4′ max projection from facade
B	Metal railing
C	Scrolled metal bracket

Note: Diagram used for illustrative purposes only.

C10.5.4 ARCHITECTURAL ELEMENTS

A Intent

Create building facades that reflect the traditional Spanish Colonial Revival architectural style through the incorporation of authentic architectural elements to provide visual richness, depth, and architectural detail while establishing a cohesive architectural expression.

B Standards

1. **Architectural Elements.** All buildings shall include at least two of the following architectural elements:
   a. Balconies/railings that comply with the following standards in Subsection B.2 of this Section.
   b. Half-round gutters and exposed round downspouts, both copper and only at sloping roof forms.
   c. Decorative metalwork.
   d. Decorative tilework other than at exterior stairs.
2. **Balconies.** Balconies shall comply with the following standards:
   a. All balconies shall project at least two feet, but no more than four feet, from the building facade and may also be recessed behind the facade.
   b. If roofed, balconies shall be shed-style, covered in clay barrel tiles over wood sheathing and rafters in compliance with Subsection C10.5.2.B.4 of this Section and the roof shall be supported by minimum 6x6 wood posts. Railings may be vertical wood or metal pickets with flat top and bottom rails. The fasciae and soffits of covered balconies shall be either plaster matching the building or wood and shall have wood corbels or purlins at the underside of the balcony.
   c. Uncovered balconies shall be either:
      i. Entirely metal (including soffits and fascia) with railings having vertical metal pickets with flat top and bottom rails and with scrolled metal brackets below, one at each end; or
      ii. Entirely plaster matching the building (including fascia and soffits) with scalloped or bracketed soffits, also coated in plaster. Railings shall be either solid or coated in matching plaster, a combination of plaster with panels of stacked terra cotta barrel tiles, or vertical metal pickets with flat top and bottom rails. If railings are solid, both primary and overflow drainage shall be concealed within the balcony structure and building walls with no scuppers.
   d. Multiple balcony designs in compliance with these standards are permitted on a building.

C10.5.5 MATERIALS & COLORS

A Intent

Create building facades that reflect the traditional Spanish Colonial Revival architectural style through a restrained palette of materials, colors, textures, and architectural detailing to establish a cohesive architectural expression and provide richness, texture, and visual depth.

B Standards

1. **Facade Recladding.** Facade recladding and repainting shall comply with the following standards even when the work does not otherwise trigger the applicability thresholds of these Objective Design Standards.
2. **Primary Material.** Exterior wall surfaces shall be finished in smooth stucco, lime plaster, or exterior-rated Venetian plaster systems.
    a. Heavy-textured finishes, including lace, dash, skip-trowel, knockdown, and similar finishes are prohibited.
    b. Control joints, if used, shall be painted the same color as the field finish and shall not exceed 1/2 inch in exposed width.
3. **Secondary Materials & Colors.** Additional materials and colors may be used if they conform to the following standards:
    a. Window frames shall be a contrasting color from the building walls and shall not be white or beige.
    b. All wood shall be solid dark walnut color, either painted or stained.
    c. All metal finishes shall be either matte black, green, blue, or brown.
    d. Smooth fiber-cement tongue-and-groove sheathing may be used on soffits.
    e. Rectangular inlays of decorative tile may be substituted for no more than 1% of the number of openings on a facade and shall, be recessed at least two inches from the exterior wall; shall be square or no more than six inches taller than they are wide; and shall not be larger than the smallest window on the facade.
    f. Gates shall be constructed of metal pickets and rails.
4. **Material Palette.** No materials other than stucco, wood, stone, metal, precast concrete, terra cotta or ceramic tile may be used. Metal siding above the base level may be used up to 20% of the total facade surface area and shall be either matte black or brown. A change in plane of at least four inches shall be provided when siding abuts another facade material.

C10.5.6 SHADING REQUIREMENTS

A Intent

Ensure common open spaces and seating areas provide meaningful protection from sun exposure during periods of peak afternoon heat. These standards are intended to increase comfort, usability, and long-term functionality of outdoor spaces.

B Standards

All buildings shall comply with the standards of Subsection C10.4.6.

For Illustrative Purposes Only



Clay Tile Roof
Local Example: 1040 Mission St

Fenestration Shading - Awning
Local Example: 1000 Fremont Ave



Massing Articulation - Facade Separation
Local Example: 820 Mission St




Mix n'
Unit A
OPEN
6
46

C11 Administration

C11.1 ADMINISTRATION

A Review Authority

This Section of the Downtown Code identifies the responsible body or individual that has the responsibility and authority to review and act upon applications submitted to the City within the Specific Plan boundaries.

B Applications

1 Non-Residential Projects.

Projects that do not include residential uses shall be subject to the applicable application requirements and approval processes as set forth in Division 36.400 of the Municipal Code unless otherwise established in the Specific Plan.

2 Residential and Mixed-Use Projects

a Ministerial Approvals:

i Projects meeting the following criteria shall be subject to ministerial approval by the Community Development Director:

a) Any residential or mixed-use project with ten or more residential units that provides affordable housing in compliance with the City's Inclusionary Housing Requirements (Division 36.375 of the Municipal code) and complies with the Objective Design Standards set forth in Section C10 of this Downtown Code.

b) Any residential or mixed-use project with nine or fewer residential units in which at least twenty percent (20%) of the units are affordable to lower income households and complies with the Objective Design Standards set forth in Section C10 of this Downtown Code.

ii The Community Development Director shall develop an application for ministerial approvals pursuant to this paragraph, and procedures for processing applications for the ministerial approvals. The procedures may include a limited design review process and applicable standards; however, any limited design review process shall not constitute a "project" for purposes of the California Environmental Quality Act.

iii If a project qualifies for ministerial processing pursuant to this Section (a), review of any density bonus application, including any requests for incentives or concessions, waivers, reduced parking requirements, shall be reviewed ministerially.

iv If a project qualifies for ministerial processing pursuant to this Section (a), the project shall be exempt from any requirement for a Certificate of Appropriateness pursuant to the Municipal Code, unless the project site is in a historic district designated by the South Pasadena city council or is a designated historic resource on the National Register, State Register, or South Pasadena Register of Landmarks and Historic Districts.

b Discretionary Applications:

Any residential or mixed-use project that is not subject to a ministerial approval pursuant to the foregoing Section (a) shall be subject to the applicable application requirements and approval processes as set forth in Division 36.400 of the Municipal Code.

c All multifamily and mixed use projects shall comply with the Objective Design Standards set forth in Section C10 of this Downtown Code.

3 Streamlining

Project applications shall be reviewed within 30 days of submittal and either deemed complete if all application information and materials have been provided, or deemed incomplete if missing information and/or materials have been identified. Once complete, project applications shall be reviewed in compliance with the Permit Streamlining Act.

C Special Exception Process

The purpose of a Special Exception is to allow projects that provide special amenities, design details, and/or aesthetic benefits to the community. If a Special Exception is requested, it will be processed pursuant to the procedures for Administrative Modifications found in Municipal Code Section 36.410.070. The application shall include a full description and explanation of the proposed project component that is the subject of the request, and shall provide justification based on the findings below.

Required Findings for Special Exceptions

Before a Special Exception may be granted the following findings must be made:

1. The proposed project, while not consistent wit ha specific provision of this code, is justified by its intent to pursue a comparable or better designed development;
2. The proposed project would result in development compatible with the scale and character of existing development in the vicinity; and
3. The proposed project would result in development that is not detrimental to and would not adversely impact adjacent properties.

Limitations: Applications for Special Exceptions shall be limited to exceptions to building placement, lot size, building types and frontage types.

D Preliminary Review Process

The purpose of the preliminary review process is to allow an applicant to submit a preliminary plan and receive comments from the City prior to formal submittal. Applicants proposing new construction are highly encouraged to request Preliminary Review early in their planning process. There is a "pre-application meeting fee" associated with this consultation.

C12 Definition

C12.1 DEFINITIONS OF GENERAL TERMS

Access, Building — The physical point(s) and type of pedestrian access to a building from the public sidewalk. Also see building access.

Access, Site — The physical point(s) of vehicular access from a street or other right-of-way to a site.

Access, Lot — The physical point(s) of access to an individual lot for vehicles and pedestrians from a street, other right-of-way or sidewalk.

Accessory Structure — A subordinate building such as garages, carports, storage sheds, shelters, pools or similar structures, the use of which is incidental to that of the main building (residential, commercial, or industrial) on the same lot and/or building site.

Alley — A low capacity thoroughfare with one shared lane, designed and intended for service and/or secondary access purposes.

Block — All property fronting on one side of a street between intersecting and intercepting streets, or between a street and a right-of-way, wash, end of an existing cul-de-sac, or city boundary.

Block Face — The aggregate of all the building facades on one side of a block. The block face provides the context for establishing architectural compatibility.

Block-scale Building — The physical appearance when a building by its physical length and overall size is massed and organized to be larger than a house in its footprint.

Building Access — Buildings are accessed in either of two ways: walk-up or point access.

a. Walk-up access means when an individual suite or dwelling is accessed by the pedestrian directly from a public sidewalk or private open space directly accessed by the public sidewalk. House-scale buildings are accessed only by walk-up access.
b. Point access means when individual suites or dwellings are accessed by the pedestrian through a common lobby. Block-scale buildings are accessed by either walk-up or point-access or, through a combination of the two.

Building Height — Building Height shall have the same meaning and measuring conventions as set forth in South Pasadena Municipal Code Section 36.300.040.

Building Type — A structure defined by the combination of configuration, placement and function. The building types used in the Downtown Code are listed and described in Section 5.0 Building standards.

Certificate of Appropriateness — The permit granted on the finding by the Cultural Heritage Commission that the application for demolition, alteration, or relocation of a cultural resource is in accordance with the city's design guidelines, the Secretary of the Interior Standards for the Treatment of Historic Properties, and other applicable criteria as provided in SMPC 2.65.

Civic	The term defining not-for-profit organizations dedicated to the arts, culture, education, government, transit and municipal parking facilities.
Civic Building	A structure operated by governmental or not-for-profit organizations and limited to civic uses.
Civic Space	An outdoor area dedicated for civic activities.
Courtyard	An unroofed area that is completely or partially enclosed by walls or buildings.
Cultural Resource	Historic (built environment) and prehistoric (archaeological and paleontological) resources that are significant in the history of the city, region, state or nation. Cultural resources include built or natural resources listed on or eligible for listing on: the National Register, California Register, South Pasadena inventory of cultural resources, or South Pasadena register of landmarks and historic districts. Cultural resources can include property improvements, buildings, structures, objects, sites, historic districts, signage, other manmade or natural features, and any resource within the categories of Historical Resources defined by CEQA Guideline [California Code of Regulations Title 14] Section 15064.5(a), as it may be amended from time to time.
Driveway	A vehicular lane within a lot, or shared between two lots, usually leading to a garage, other parking or loading area.
Encroachment	Any architectural feature or structural element, such as a fence, garden wall, porch, stoop, balcony, bay window, terrace or deck, that breaks the plane of a vertical or horizontal regulatory limit extending into a setback, beyond the build-to-line, into the public frontage, or above a height limit.
Facade Opening ratio	The ratio of the total area of all street-visible openings on a facade to the total street-visible area of that facade.
Fenestration	The arrangement and design of windows and other openings on a building's facade.
Frontage	A strip or extent of land abutting a thoroughfare, civic space or other public right-of-way. a. Frontage, Private. The area between the building facade and the shared lot line between the public right-of-way and the lot. b. Frontage, Public. The area between the curb of the vehicular lanes and the edge of the right-of-way.
Historic district	Any area or site containing a number of improvements or natural features that have a special character, historical/aesthetic value or interest, or that represent one or more architectural periods or styles typical of a period of the city's history and which constitute a distinct section of the city that has been designated a historic district by the South Pasadena City Council. A historic district shall have a significant concentration, linkage, or continuity of sites, buildings, structures, objects, or other features that are united in terms of historic development, architecture, or aesthetics. A historic district may contain both contributing resources and noncontributing resources.
House-scale	The physical appearance when a building is massed and organized similar to a single-family house.
Infill	A site developed within existing urban fabric, balancing, completing and/or repairing the surrounding area.
Landmark	Any cultural resource that has been designated by the South Pasadena City Council in accordance with the listing procedures of SPMC 2.63.

Lot	A parcel of real property shown on a plat recorded in the office of the county recorder.
Massing	The overall shape or arrangement of the bulk or volume of buildings and structures.
Nonconforming Buildings	A building or portion thereof which was lawful when established but which does not conform to subsequently established zoning or zoning regulations.
Nonconforming Use	A land use lawful when established but which does not conform to subsequently established zoning regulations.
Overlay	The method for addressing additional topics such as certain types of commercial frontage.
Parapet	A low wall along the edge of a roof or the portion of a wall that extends above the roof line.
Parkway (planting strip)	The landscaped area between the sidewalk and the curb which is reserved for trees which are intended to shade the sidewalk and provide spatial definition to the streetscape.
Paseo	A public place or path designed for walking that is often within a block, between buildings or along the edge of a public open space.
Pedestrian Shed	An area centered on a major destination. Its size is limited by an average distance that may be traversed at an easy walking pace in a given amount of time from its center to its edge. Pedestrian sheds are useful for planning walkable areas.
Podium	A continuous projecting base or pedestal under a building.
Setback	The area of a lot measured from a lot line to a building facade or elevation that must be maintained clear of permanent structures excepting galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first floor level) which are permitted to encroach into the setback.
Setback line, front yard (frontage zone).	The line which defines the depth of the required front yard for the lot in order to generate and support the intended public realm of the zoning district.
Setback line, rear yard or side yard.	The line which defines the width or depth of the required rear or side yard. Said setback line shall be parallel with the property line, removed therefrom by the perpendicular distance prescribed for the yard in the zoning district.
South Pasadena register of landmarks and historic districts	The list of landmarks and historic districts designated by the city of South Pasadena City Council pursuant to SPMC 2.63.
Story	A habitable level within a building from finished floor to finished ceiling.
Tree Canopy Measurement	Tree canopy coverage shall be calculated using the expected mature canopy spread of each proposed tree. The mature canopy spread shall be based on published information from the tree grower or nursery, a horticultural reference source, or documentation prepared by a licensed landscape architect or certified arborist. The source and mature canopy spread for each species shall be identified on the landscape plan, and each canopy shall be shown to scale. Where the published mature canopy spread is expressed as a range, the smallest dimension in the range shall be used.
Type	A form determined by function and confirmed by culture. A type is physically defined by its function, and its configuration, and in the case of buildings, its disposition on the lot including frontage and height.

Yard	The area between the Buildable Area on a lot and a lot line. a. Yard, Front. The area between the Buildable Area on a lot and the front lot line. b. Yard, Side. The area bounded by the Building Area on a lot, a side lot line, the front lot line and the rear lot line. c. Yard, Rear. The area between the Buildable Area on a lot and the rear lot line.

C12.2 DEFINITIONS OF LAND USE TERMS

Artisan/craft manufacturing	Establishments manufacturing and/or assembling small products primarily by hand, including jewelry, pottery and other ceramics, as well as small glass and metal art and craft products.
Assisted Living/Residential Care Home	A residential building or buildings that provides housing and personal and health care, as permitted by the Department of Social Services, designed to respond to the daily, individual needs of the residents. Assisted Living Facilities may include kitchenettes (small refrigerator, sink and/or microwave oven) within individual rooms. Assisted Living Facilities are required to be licensed by the California Department of Social Services, and do not include skilled nursing services.
Auto Service Station	Retail sale, from the premises, of vehicle fuel which may include the incidental sale of other petroleum products, tires, batteries, and replacement items, and the incidental minor repairs and lubricating services.
Bank/Financial Services	Financial institutions, including, but not limited to: banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, other investment companies, securities/commodity contract brokers and dealers, security and commodity exchanges, and vehicle finance (equity) leasing agencies. Does not include check-cashing stores.
Civic Building	A building that is operated by not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking.
Cultural Institution	A nonprofit institution engaged primarily in the performing arts or in the display or preservation of objects of interest in the arts or sciences that are open to the public on a regular basis. This classification includes performing arts centers for theater, dance and events, museums, art galleries, and libraries.
Day Care Center	Any child day care facility, licensed by the State of California, other than a family day care home, and includes infant care centers, preschools, and extended day care facilities.
Drive-through Services	Facilities where food or other products may be purchased or services may be obtained by motorists without leaving their vehicles. Examples of drive-through sales facilities include fast-food restaurants, drive-through coffee, photo stores, pharmacies, bank teller windows and ATMs, dry cleaners, etc., but do not include gas station or other vehicle services.
Dwelling	A room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

Dwelling Accessory	An auxiliary dwelling unit located within an accessory structure of a primary dwelling on the lot. Includes, but is not limited to dwelling units in guest houses, pool houses and carriage houses, above or beside a garage.
Electric Vehicle Charging Station	A facility, also known as a charge point or electric vehicle supply equipment (EVSE), that supplies electrical power for charging plug-in electric or hybrid vehicles. Such facilities may be located either in an off-street location or on the public right-of-way, and may be an accessory to a parking use.
Farmers' Market	A multi-vendor market event, typically outdoors, certified by the state of California or County of Los Angeles, where agricultural products are sold by producers directly to consumers. A Certified farmers' market may be operated by one (1) or more certified producers, by a non-profit organization, or a local government agency.
Group Homes	A dwelling in which persons reside in a group occupancy setting, but not including a hotel, motel, fraternity, sorority, rooming and/or boarding house. Residents of a facility may also receive medical treatment in addition to any non-medical supportive services in a residential or congregate care setting, as opposed to a hospital.
Health/Fitness Facility	Establishments offering participant sports within an enclosed building. Typical uses include bowling alley, billiards parlors, pool halls, indoor ice or roller skating rinks, indoor racquetball courts, indoor batting cages, and health or fitness clubs.
Home Occupation	Residential premises used for the transaction of business or the supply of professional services. Home occupation shall be limited to the following: agent, architect, artist, broker, consultant, draftsman, dressmaker, engineer, interior decorator, lawyer, notary public, teacher, and other similar occupations, as determined by the Director. No external employees are allowed.
Hotel, Motel	Establishments containing six or more rooms or suites for temporary rental and which may include incidental food, drink, and other sales and services intended for the convenience of guests.
Live Entertainment	Includes any live show, performance, singing, dancing, or artistic interpretation provided for the amusement of one or more persons, but which does not alter the nature or function of the primary land use or is not defined as "accessory." Live entertainment is subject to SPMC Chapter 19A (Noise Regulation). If alcohol is offered for purchase in conjunction with the live entertainment, the use shall constitute a Night Club use as defined in SPMC Chapter 36.700 and a Conditional Use Permit shall be required.
Live Entertainment, Accessory Use	Includes accessory entertainment to a primary use with amplified or non-amplified sound.
Medical Services, Clinic	A facility other than a hospital where medical, mental health, surgical and other personal health services are provided on an outpatient basis. Examples of these uses include: medical offices with licensed practitioners and/or medical specialties, outpatient care facilities, urgent care facilities, other allied health services. These facilities may also include incidental medical laboratories. Counseling services by other than medical doctors or psychiatrists are included under "Offices - Professional."

Meeting Facility	Consisting of group gatherings conducted indoors. Typical uses include churches, synagogues, mosques, temples, bingo halls, private clubs, fraternal, philanthropic and charitable organizations, and lodges. Does not include Theaters.
Neighborhood market/ convenience store	A neighborhood serving retail store of 5,000 square feet or less in gross floor area, which carries a range of merchandise oriented to daily convenience shopping needs.
Offices —Professional	Office-type facilities occupied by businesses that provide professional services, or are engaged in the production of intellectual property. Examples of these uses include: accounting, advertising agencies, attorneys, commercial art and design services, counseling services, urgent care clinic, and medical clinic, scientific and research organizations, financial management and investment counseling, literary and talent agencies, management and public relations services, media postproduction services, news services, and photography studios.
Parking Facility, Public or Private	Parking lots or structures operated by the City or a private entity, providing parking either for free or for a fee. Does not include towing impound and storage facilities.
Personal Services	Establishments providing non-medical services for the enhancement of personal appearances, cleaning, alteration, or reconditioning of garments and accessories, and similar non-business related or non-professional services. Typical uses include reducing salons, barber shops, tailors, shoe repair shops, self-service laundries, and dry cleaning shops, but exclude uses classified under the Office and Trade School.
Personal Services (Restricted)	Personal services that may tend to have adverse effects upon surrounding areas and which may need to be dispersed to minimize their adverse impacts. Examples of these uses include: bail-bonds, check cashing stores, massage (licensed, therapeutic, non-sexual),pawnshops, spas and hot tubs for hourly rental, tattoo and body piercing services, and tanning salons.
Production, Artisan	Establishments primarily engaged in on-site production of goods by hand manufacturing, involving the use of hand tools and small-scale equipment.
Restaurants	A commercial establishment where food is prepared for and served to the customer, for consumption on or off the premises. It shall be operated as a bona fide eating place that maintains approved and permitted suitable kitchen facilities within the establishment, thereby making actual and substantial sales of meals. A restaurant may provide entertainment for the customer by performers of the arts (music, dance, comedy, readings, etc.), and differs from a Night Club in that it does not provide floor space for customer dancing and dancing is prohibited. A restaurant differs from a Tavern because it must prepare and serve food at all times during business hours and the sale of alcoholic beverages is secondary to the sale of food. As allowed by the Downtown Code, a restaurant may operate on the sidewalk or open space adjacent to the main building in which the restaurant is located.

Retail	Stores and shops engaged in the sale of goods and merchandise such as antiques or collectibles, art galleries, art supplies, including framing services, bicycles, books, magazines, and newspapers, cameras and photographic supplies, clothing, shoes, and accessories, department stores, drug stores and pharmacies, dry goods, fabrics and sewing supplies, florists and houseplant stores, hobby materials, jewelry, luggage and leather goods, musical instruments, parts and accessories, orthopedic supplies, small wares, specialty shops, sporting goods and equipment, stationery, thirft shop (second hand store), toys and games, variety stores, videos, DVDs, records, CDs, including rental stores.
School	Elementary, Middle, Secondary. A public or private academic educational institution, including elementary (kindergarten through 6th grade), middle and junior high schools (7th and 8th grades), secondary and high schools (9th through 12th grades), and facilities that provide any combination of those levels. May include any of these schools that also provide room and board.
School — Business, Trade Schools, Colleges	A school that provides education and/or training, including tutoring, or vocational training, in limited subjects. Examples of these schools include art school, ballet and other dance school, business, secretarial, and vocational school, computers and electronics school, drama school, driver education school, establishments providing courses by mail, language school, martial arts, music school, professional school (law, medicine, etc.), seminaries/religious ministry training facility.
Studio — Art, Dance, Martial Arts, Music (School)	Small scale facilities, typically accommodating no more than two groups of students at a time, in no more than two instructional spaces. Examples of these facilities are individual and group instruction and training in the arts; production rehearsal; photography, and the processing of photographs produced only by users of the studio facilities; martial arts training studios; gymnastics instruction, and aerobics and gymnastics studios with no other fitness facilities or equipment. Larger facilities are included under the definition of "Schools. Business, Trade Schools, Colleges."
Supermarket	A grocery market having 15,000 or more square feet of floor area devoted principally to the sale of food.
Taverns	An establishment whose primary business is the sale of alcoholic beverages to customers for consumption on the premises. This does not include on-site manufacturing of alcoholic beverages. While a Tavern may have facilities for performers of the arts (music, comedy, etc.) for the entertainment of the customer, it differs from a Night Club in that customer dancing is prohibited. A Tavern differs from a Restaurant in that it is not required to prepare and serve food.



ORDINANCE NO. 2423

AN ORDINANCE OF THE CITY OF SOUTH PASADENA AMENDING SECTION 36.410.040 OF ARTICLE 4 (ZONING APPROVAL PROCEDURES) AND SECTION 36.700.020(O) OF ARTICLE 7 (DEFINITIONS) OF CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE TO APPLY THE DOWNTOWN SPECIFIC PLAN (DTSP) OBJECTIVE DESIGN STANDARDS (ODS) SET FORTH IN C10 (OBJECTIVE DESIGN STANDARDS) OF THE DTSP TO PROJECTS THAT QUALIFY FOR MINISTERIAL DESIGN REVIEW AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTIONS 15061(B)(3) AND 15060(C)(3) AND GOVERNMENT CODE SECTION 65912.160(C)(2)

WHEREAS, recent amendments and ongoing trends in state housing laws, including the Housing Accountability Act (Gov. Code, § 65589.5), the Housing Crisis Act of 2019 (Gov. Code, §§ 65941.1, 65905.5, 66300), and SB 79 (Gov. Code, § 65912.155 *et seq.*), limit the City's authority to disapprove or reduce the density of housing projects that comply with all objective General Plan, zoning and design standards; and

WHEREAS, Government Code Section 66300(a)(7) defines an "objective design standard" as a "standard that involves no personal or subjective judgment by a public official and is uniformly verifiable by reference to an external and uniform benchmark," and the City seeks to adopt and apply design standards meeting that definition; and

WHEREAS, the City conducted a publicly noticed joint study session on the concept of objective design standards ("ODS") with the City Council and the Planning Commission on April 8, 2026 during which the concept of ODS was introduced and discussed and the Council and Commission provided direction on potential ODS topics; and

WHEREAS, the City Council appointed ad-hoc committee members composed of two Council members and three Planning Commissioners to work closely with City staff and City consultant to decide on an approach regarding architectural styles, identify core design principles and priority areas of the City, resulting in creating a set of ODS for the Downtown Specific Plan (DTSP) area and another for outside of the DTSP area, and subsequently a draft amendment to the DTSP adding ODS was completed first leaving qualifying multifamily and mixed use projects without applicable objective design standards until the next phase of ODS is completed (the "Specific Plan Amendment"); and

WHEREAS, the proposed Specific Plan Amendment would not include multifamily and mixed-use projects that qualify for ministerial review outside of the

DTSP area, and the proposed Zoning Text Amendment was drafted to apply the DTSP ODS to said development projects; and

WHEREAS, the proposed Zoning Code Amendment would amend Section 36.410.040 of Article 4 (Zoning Approval Procedures) and Section 37.700.020(O) of Article 7 (Definitions) of Chapter 36 (Zoning) of the South Pasadena Municipal Code ("SPMC") to apply the DTSP ODS set forth in the proposed Specific Plan Amendment to projects that qualify for ministerial design review under SPMC Section 36.410.040.D.4 and other related amendments; and

WHEREAS, the City conducted a publicly noticed joint study session on the draft ODS for the DTSP area with the City Council and the Planning Commission on October 7, 2026, during which the proposed Specific Plan Amendment and Zoning Code Amendment were received and discussed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on October 20, 2026, at which time it considered all evidence presented, both written and oral, and at the end of the hearing on a 4-1 vote adopted Resolution No. PC 26-14, recommending the City Council adopt the proposed Specific Plan Amendment and the proposed Zoning Code Amendment; and

WHEREAS, on November 18, 2026, the City Council held a duly noticed public hearing, at which time it considered all evidence presented, both written and oral, and following receipt of public testimony closed the public hearing; and

WHEREAS, all legal preconditions to the adoption of this Ordinance have occurred.

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

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

SECTION 2. California Environmental Quality Act (CEQA). The proposed Zoning Code Amendment is exempt from the requirements of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the proposed Zoning Code Amendment, as described in the recitals of this Ordinance, will have a significant effect on the environment. The proposed Zoning Code Amendment is an administrative process of the City that will not result in direct or indirect physical changes in the environment. Further, the proposed Zoning Code Amendment is not subject to the requirements of CEQA because it is not considered a "project" under CEQA pursuant to Government Code Section 65912.160(c)(2) and CEQA Guidelines Section 15060(c)(3). The City Council has reviewed the administrative record concerning the proposed Zoning Code Amendment and the proposed CEQA determinations, and based on

its own independent judgement, finds that the proposed Zoning Code Amendment is not subject to, or is exempt from, the requirements of CEQA and the State CEQA Guidelines pursuant to CEQA Guidelines Sections 15061(b)(3) and 15060(c)(3) and Government Code Section 66912.160(c)(2).

SECTION 3. Findings. Based upon substantial evidence presented, including public testimony and written and oral staff reports, and the environmental documentation the City Council finds:

A. All necessary public hearing and opportunities for public testimony and comment have been conducted in compliance with applicable law because the Planning Commission conducted a duly noticed public hearing on October 20, 2026, to consider the proposed Zoning Text Amendment. Notice was provided on October 9, 2026, in accordance with South Pasadena Municipal Code ("SPMC") Section 36.620.040, Division 36.630, and applicable State law. The proposed Zoning Code Amendment and supporting materials were made available for public review, and interested persons were provided an opportunity to submit written comments and present oral testimony. The Planning Commission considered the staff report, the proposed Zoning Code Amendment, and the public comments before making its recommendation to the City Council. The City Council conducted a separately noticed public hearing on November 18, 2026, before taking action on the proposed Zoning Code Amendment. Notice was provided on November 6, 2026, in accordance with SPMC Section 36.620.040, Division 36.630, and applicable State law.

B. The proposed Zoning Code Amendment is consistent with the actions, goals objectives, policies, and programs of the General Plan. The proposed Zoning Code Amendment implements the General Plan's direction to accommodate housing while maintaining neighborhood character and promoting context-sensitive development. Specifically, Policy P3.1 and Action A3.1a support updating development regulations so that infill development maintains and enhances established neighborhood character. Policy P3.4 and Actions A3.4a and A3.4b support buildings that respond to their surroundings, reinforce the pedestrian environment, and enhance the City's architectural and cultural traditions. Policy P3.5 and Action A3.5a further call for removing barriers to good design through a form-based code for Downtown and objective design standards outside Downtown. The proposed Zoning Code Amendment advances these objectives by establishing measurable design requirements that provide consistent expectations for applicants and staff.

   The proposed Zoning Code Amendment also advances Housing Element Goal 3.0, which supports housing production through appropriate zoning,

objective design standards, and efficient, transparent review procedures. It supports Program 3.n—Zoning Changes—by providing an objective basis for design review and reducing reliance on subjective judgments in the review of qualifying residential development. Together, these provisions support compatible multifamily and mixed-use development while facilitating implementation of the City's housing policies.

C. The proposed Zoning Code Amendment will not be detrimental to the public interest, health, safety, convenience or general welfare of the City. The proposed Zoning Code Amendment promotes the public interest and general welfare by establishing clear, measurable design requirements for applicable multifamily and mixed-use development. These requirements guide building design and the relationship between development, adjacent properties, and the public realm, supporting neighborhood compatibility and a pedestrian-oriented environment. An objective framework also improves transparency and predictability by allowing applicants, residents, and staff to understand how compliance will be evaluated. Individual development proposals remain subject to applicable building, fire, accessibility, and other health and safety requirements. The proposed Zoning Cod Amendment therefore supports orderly development and housing opportunities while providing enforceable design expectations consistent with the purposes of the Zoning Code. The proposed Zoning Code Amendment does not authorize new development and therefore would not result in adverse impacts to public health, safety, or welfare. Instead, they strengthen existing regulatory processes in a manner that supports orderly development and the overall well-being of the community.

D. The proposed Zoning Code Amendment is internally consistent with other applicable provision of the Zoning Code. The proposed Zoning Code Amendment will integrate ODS into the Zoning Code's existing framework for regulating development and reviewing applicable housing projects. It advances the purposes identified in SPMC Section 36.100.010, including orderly development, conservation of neighborhood character, compatibility between land uses, and pedestrian-oriented development. The proposed Zoning Code Amendment identifies the projects subject to the standards and establishes their relationship to applicable zoning and specific plan requirements. The ODS operate together with other applicable development regulations and remain subject to State-law requirements governing housing approvals, density bonuses, incentives, concessions, and waivers. This coordinated framework provides a consistent basis for applying design requirements within the Zoning Code.

SECTION 4. Adoption of Zoning Code Amendment. Based on the foregoing, the City Council of the City of South Pasadena adopts the Zoning Code Amendment, amending Section 36.410.040 of Article 4 (Zoning Approval Procedures) and Section 36.700.020(O) of Article 7 (Definitions) of Chapter 36 (Zoning) of the South Pasadena Municipal Code, as set forth in Exhibit A, attached hereto and incorporated herein by this reference, with all the sections of Chapter 26 that have no amendments identified in Exhibit A remaining in effect without amendment.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase in this Ordinance or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of this Ordinance or the application of such provision to other persons or circumstances shall be adopted thereby. The City Council hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

SECTION 6. Effective Date. This Ordinance shall take effect thirty days after its adoption.

SECTION 7. Certification. The Chief City Clerk shall certify it's the adoption of this Ordinance, and shall cause the same to be published and posted in the manner required by law.

PASSED, APPROVED AND ADOPTED ON this __ day of _____, 2026.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sheila Rossi, Mayor

ATTEST:

Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

Exhibit A

Amend Subsection (A)(6) of Section 36.410.040 (Design Review) of Division 36.410 (Zoning Approvals or Disapprovals) of Article 4 (Zoning Approval Procedures) of Chapter 36 (Zoning) of the SPMC as follows:

"6. Ensure that development complies with all applicable City standards, objective design standards, and design guidelines, and does not result in an adverse affect on the City aesthetics, architectural, health, and safety-related qualities of adjoining properties or upon the City in general; and"

Amend Subsection (D)(4) of Section 36.410.040 (Design Review) of Division 36.410 (Zoning Approvals or Disapprovals) of Article 4 (Zoning Approval Procedures) of Chapter 36 (Zoning) of the SPMC as follows:

"4. Ministerial review of qualifying residential projects. The Director shall develop an application for ministerial approvals of qualifying residential projects pursuant to the requirements of State law, as well as procedures for processing applications for the ministerial approvals. The procedures ~~may~~ shall include a limited design review process for compliance with objective design standards as set forth in the Downtown Specific Plan (DTSP) Part C10 Objective Design Standards and applicable standards. However, any limited design review process shall not constitute a "project" for purposes of the California Environmental Quality Act. "Qualifying residential projects" are either:"

Amend Subsection (I)(1) of Section 36.410.040 (Design Review) of Division 36.410 (Zoning Approvals or Disapprovals) of Article 4 (Zoning Approval Procedures) of Chapter 36 (Zoning) of the SPMC as follows:

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

Amend Subsection (O) (Definitions, "O") of Section 36.700.020 (Definitions of Specialized Terms and Phrases) of Division 36.700 (Definitions/Glossary) of Article 7 (Definitions) of Chapter 36 (Zoning) of the SPMC to add the following definition of the term "objective design standard" in alphabetical order:

"Objective Design Standard. A design standard as defined by Government Code Section 66300(a)(7), as it may be amended from time to time. For the purposes of this title, such a design standard (i) involves no personal judgement, (ii) is uniformly verifiable by reference to external and objective benchmarks, and (iii) may be applied ministerially."

City Council Agenda Report

ITEM NO. 21

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Stephen Peterson, Senior Planner
Andrew Rodriguez, Lead Code Enforcement Officer

SUBJECT: **CONSIDERATION OF FIRST READING OF ORDINANCE NO. 2413, AN ORDINANCE OF THE CITY OF SOUTH PASADENA CALIFORNIA AMENDING CHAPTER 19A (NOISE REGULATIONS) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY**

Recommendation

It is recommended that the City Council:

1. Conduct a public hearing;
2. Introduce and waive full reading of Ordinance No. 2413 amending Chapter 19A (Noise Regulations) of the South Pasadena Municipal Code in its entirety.

Executive Summary

The City is proposing a comprehensive update to Chapter 19A (Noise Regulations) of the South Pasadena Municipal Code to modernize standards originally adopted in 1970, improve consistency with the City's 2023 General Plan, and establish clear, measurable, and enforceable noise limits. City Staff evaluated noise ordinances from more than 10 jurisdictions, conducted approximately 75 field measurements, and incorporated public input and City Council direction received during three City Council discussions in 2026.

The proposed regulations establish three zones based on land use and street classification, with separate daytime and nighttime limits for continuous and impulsive noise, standardized measurement protocols, and provisions allowing site-specific standards through existing City approvals. The update also retains existing provisions addressing power yard equipment, leaf blowers, and unruly gatherings; expands the Temporary Noise Permit to cover all noise sources; and identifies exempt activities. The proposed ordinance is intended to improve clarity, consistency, and enforceability while balancing neighborhood noise concerns with the needs of businesses, community activities, and the City's evolving development patterns. Staff recommends that the City Council consider the proposed ordinance for first reading.

Background

On October 21, 1970, City Council adopted Ordinance No. 1582 amending the South Pasadena Municipal Code (SPMC) to add Chapter 19A (Noise Regulations).

On April 17, 1991, City Council adopted Ordinance No. 1996 amending SPMC Chapter 19A (Noise Regulations) to address power yard maintenance equipment.

On September 27, 2023, City Council adopted the General Plan, including the Noise section within Part B, Chapter 6 (Our Healthy Community), but the Noise Regulations were not amended to provide consistency with the General Plan.

On September 3, 2025, City Council adopted Ordinance No. 2402 amending SPMC Chapter 19A (Noise Regulations) to address unruly gatherings.

On February 10, 2026, the City entered into a contract with Rincon Consultants to conduct a comprehensive update to SPMC Chapter 19A (Noise Regulations).

On May 20, 2026, City Council conducted a public hearing on a preliminary draft of the updated regulations, received public comment, and directed staff to conduct additional analysis and prepare revisions.

On September 16, 2026, City Council held a study session to review the revised draft regulations, received public comment, and directed staff to conduct additional analysis and prepare revisions.

On October 7, 2026, City Council held a second study session to receive additional information from staff, reviewed the revised draft regulations, received public comment, and directed staff to return with an ordinance for first reading.

Analysis

Chapter 19A of the South Pasadena Municipal Code was originally adopted in 1970 and has been amended periodically since to address specific noise concerns and activities. The chapter contains a patchwork of standards that vary by noise source and relies on a mix of subjective language and undefined measurement criteria such as ambient noise levels, without establishing a consistent method for determining ambient noise levels. These provisions require multiple measurements and can make enforcement outcomes difficult to explain and apply consistently. With the City's ongoing evolution toward denser development patterns and a more active downtown with increased nighttime activity, these limitations have become more pronounced.

The proposed update would replace source-specific and ambient-based provisions with standards intended to be easily measurable and consistently applied across comparable land-use settings.

<u>Process and Methodology</u>

City planning and code enforcement staff worked with Rincon Consultants to prepare the proposed Noise Regulations update, using the City’s 2023 General Plan noise compatibility ranges as guidance. The team reviewed noise ordinances from more than 10 jurisdictions, evaluated and purchased noise monitoring equipment, and conducted approximately 75 field measurements. These measurements helped assess whether the proposed limits would accommodate typical daily activities while providing measurable standards to address excessive noise.

Public input and City Council direction were received at a public hearing on May 20 and study sessions on September 16 and October 7, 2026. These discussions identified several issues for further consideration, including:

- Potential weaponization of the noise regulations.
- Acceptable noise levels for commercial properties located on main streets versus commercial properties located on local neighborhood streets.
- Relationship between Temporary Nosie Permits and the City's established permitting framework for Special Events and Temporary Uses.
- City's ability to set individual, specialized noise standards for Conditional Use Permit uses or Specific Plan areas.
- Clarification of standards and protocols when generating and receiving properties are in a different noise zone.

These areas of the Noise Regulations were further researched and refined in preparing the final Draft Noise Ordinance as proposed.

Key Features of the Proposed Noise Regulations

The proposed regulations establish measurable noise limits based on zoning districts, street designations, and time of day, along with procedures for consistent measurement and enforcement. The update also revises temporary noise permitting, retains recently adopted provisions, and identifies exempt activities. Key features are summarized below.

Noise Zones and Standards

Proposed noise standards are organized into three noise zones based on zoning districts and street designations:

- Zone 1: Residentially zoned properties, with the lowest noise limits.
- Zone 2: Open Space and Community Facilities zoning districts, and commercially zoned properties on local streets, with intermediate noise limits.
- Zone 3: Commercially zoned properties on designated main streets, with the highest noise limits.

Table 1 identifies the proposed exterior noise limits foreach zone. Nighttime limits apply from 10:00 p.m. to 7:00 a.m. are lower than daytime limits. Attachment 2 shows the proposed Noise Zone Map.

Table 1. South Pasadena Exterior Noise Standards

Noise Zone	Equivalent Continuous Sound Level (dBA Leq)	Impulsive Noise Level (dBA Lmax)	Time Period
Zone 1	65	80	7:00 a.m. - 10:00 p.m.
	55	70	10:00 p.m. - 7:00 a.m.
Zone 2	70	85	7:00 a.m. - 10:00 p.m.
	60	75	10:00 p.m. - 7:00 a.m.
Zone 3	75	90	7:00 a.m. - 10:00 p.m.
	65	80	10:00 p.m. - 7:00 a.m.

The regulations establish limits for average sound levels (Leq) and maximum sound levels (Lmax), replacing separate limits for individual noise sources, such as vehicles, amplified music, radios, and televisions.

Application and Measurement

- Site-specific standards. Noise standards established through a Conditional Use Permit, Administrative Use Permit, Specific Plan, or other City authorization supersede the generally applicable limits.
- Measurement locations. Noise may be measured at the property line of the noise source, the affected property, or both.
- Measurement procedures. The regulations specify equipment requirements, settings, measurement locations, and measurement duration.

Permits and Retained Provisions

- Temporary Noise Permit. The Amplified Sound Permit is renamed the Temporary Noise Permit, and its scope is expanded to include noise sources other than amplified sound.
- Existing provisions. Recently adopted provisions addressing power yard equipment, leaf blowers, and unruly gatherings are retained without separate noise limits.

Exempt Activities

The proposed regulations identify activities exempt from the noise standards, including school activities; emergency work responding to disasters or power outages; solid waste collection and removal; City-sponsored events; City construction projects; construction under an active building permit during permitted construction hours; and filming under an active permit during permitted filming hours.

The proposed update would provide a more consistent framework for evaluating noise complaints by establishing measurable limits and defined measurement procedures. The approach accounts for differing land-use settings and daytime and nighttime conditions while retaining flexibility through site-specific standards, temporary permits, and specified exemptions. These changes are intended to improve clarity for residents and businesses and support consistent enforcement while accommodating typical community activities.

Alternatives

As alternatives to the recommendation, the Council may consider:

1. Continuing the item, directing staff to make revisions to the draft noise regulations and to return to a future Council meeting for first reading introduction or
2. No action: City would continue to use the existing Chapter 19A Noise Regulations.

Fiscal Impact

Expenses related to amending Chapter 19A (Noise Regulations) in its entirety, including new noise monitoring equipment, were included in the Community Development Department's 2025-2026 Budget.

Public Notification

The community has been notified of this public hearing via a legal advertisement that appeared in the South Pasadena Review on Friday, November 6, 2026, and posting of the agenda on the City website on November 16, 2026.

Environmental Analysis

The noise standards utilized in the updated Chapter 19A Noise Regulations are within a range established in the General Plan (Table B6.5, City of South Pasadena Land Use/Noise Compatibility Matrix) and were analyzed previously in the General Plan EIR.

Further, the proposed amendment is routine, clarifies existing City regulations, does not include any development proposal, and can be see with certainty that there is no possibility that the activity in question may have significant effect on the environment. Therefore, the amendments qualify for the common sense exemption from the California Environmental Quality Act (CEQA), as found in CEQA Section 15061(b)(3).

Attachment:
Attachment No. 1 - Resolution and Chapter 19A Noise Regulation
Attachment No. 2 - Noise Zone Map

ORDINANCE NO. 2413
AN ORDINANCE OF THE CITY OF SOUTH PASADENA CALIFORNIA, AMENDING CHAPTER 19A (NOISE REGULATION) OF THE SOUTH PASADENA MUNICIPAL CODE IN ITS ENTIRETY

WHEREAS, On October 21, 1970, City Council adopted Ordinance No. 1582 amending the South Pasadena Municipal Code (SPMC) to add Chapter 19A (Noise Regulations); and

WHEREAS, On April 17, 1991, City Council adopted Ordinance No. 1996 amending SPMC Chapter 19A (Noise Regulations) to address power yard maintenance equipment; and

WHEREAS, On September 27, 2023, City Council adopted the General Plan, including the Noise section within Part B, Chapter 6 (Our Healthy Community), but the Noise Regulations were not amended to provide consistency with the General Plan; and

WHEREAS, On September 3, 2025, City Council adopted Ordinance No. 2402 amending SPMC Chapter 19A (Noise Regulations) to address unruly gatherings.; and

WHEREAS, On February 10, 2026, the City entered into a contract with Rincon Consultants to conduct a comprehensive update to SPMC Chapter 19A (Noise Regulations).; and

WHEREAS, On May 20, 2026, City Council conducted a public hearing on a preliminary draft of the updated regulations, received public comment, and directed staff to conduct additional analysis and prepare revisions. ; and

WHEREAS, On September 16, 2026, City Council held a study session to review the revised draft regulations, received public comment, and directed staff to conduct additional analysis and prepare revisions.and

WHEREAS, On October 7, 2026, City Council held a second study session to receive additional information from staff, reviewed the revised draft regulations, received public comment, and directed staff to return with an ordinance for first reading.; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1: RECITALS. The above recitals are hereby declared to be true and correct and are incorporated herein as findings of the South Pasadena City Council.

SECTION 2: EVIDENCE AND PUBLIC TESTIMONY. Based upon substantial evidence presented to the City Council during the Public Hearings, including public testimony and written and oral staff reports, and the environmental documentation, the City Council finds all necessary Public Hearings and opportunities for public testimony and comment have been conducted in compliance with applicable law.

SECTION 3: ENVIRONMENTAL FINDINGS. The noise standards utilized in the updated Chapter 19A Noise Regulations are within a range established in the General Plan (Table B6.5, City of South Pasadena Land Use/Noise Compatibility Matrix) and were analyzed previously in the General Plan EIR.

Further, the proposed amendment is routine, clarifies existing City regulations, does not include any development proposal, and can be see with certainty that there is no possibility that the activity in question may have significant effect on the environment. Therefore, the amendments qualify for the common sense exemption from the California Environmental Quality Act (CEQA), as found in CEQA Section 15061(b)(3).

SECTION 4: ZONING CODE AMENDMENT FINDINGS. South Pasadena Municipal Code (SPMC) Section 36.620.070(B) stipulates that a Zoning Map Amendment may be approved if the following findings are met:

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 Code Amendment (ZCA) is consistent with the actions, goals, objectives, policies, and programs of the General Plan because it would implement the following:

   Our Healthy Community Policy P6.6:

   Reduce the prevalence of unpleasant noise and smell.

   The comprehensive update to Chapter 19A (Noise Regulations) of the South Pasadena Municipal Code will modernize standards originally adopted in 1970, improve consistency with the City's 2023 General Plan, and establish clear, measurable, and enforceable noise limits. The proposed regulations establish three zones based on land use and street classification, with separate daytime and nighttime limits for continuous and impulsive noise, standardized measurement protocols, and provisions allowing site-specific standards through existing City approvals. The update also retains existing provisions addressing power yard

equipment, leaf blowers, and unruly gatherings; expands the Temporary Noise Permit to cover all noise sources; and identifies exempt activities. The proposed ordinance is intended to improve clarity, consistency, and enforceability while balancing neighborhood noise concerns with the needs of businesses, community activities, and the City's evolving development patterns. Therefore, the Zoning Code Amendment would be consistent with Policy P6.6 of the General Plan.

Our Healthy Community Action A6.6a:

Manage relationship between homes and major noise sources through zoning and environmental review.

The Noise Regulation Update manages the relationship between homes and noise sources through implementation of modernized clear numerical noise standards which include: 1) different noise standards for commercial and residential areas, 2) a distinct protocol for addressing noise from commercial properties that is affecting residential properties, and 3) provides adjusted noise standards for commercial properties located on main, thoroughfare and connector streets versus those located on access streets.

The Amendment also codifies proper sound measurement locations and procedures to ensure fair and consistent application of the Noise Regulations.

The Amendment creates an objective set of standards, measurement protocols and enforcement processes to manage the relationship between homes and major noise sources.

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

The proposed Zoning Code Amendment would benefit the public interest, health, safety, convenience, and general welfare by reducing noise pollution and nuisance noise.

The amendment does not authorize new development and therefore would not result in adverse impacts to public health, safety, or welfare. Instead, the updated Noise Regulations would strengthen existing regulatory processes in a manner that supports orderly development and the overall well-being of the community.

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

   The proposed Zoning Code amendment has been analyzed for internal consistency with other applicable provisions of the Zoning Code and has been determined by staff to be consistent.

   As stated above, the City Council can make all of the necessary findings listed in SPMC Chapter 36.620.070(B) to adopt the Zoning Code Amendment.

SECTION 5: 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 6: TIMELINE. This Resolution shall take effect 30 days after its adoption.

Based upon the foregoing, Chapter 19A entitled ”Noise Regulation” of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

“CHAPTER 19A
NOISE REGULATION

ARTICLE 1. GENERAL PROVISIONS
19A.1 Declaration of policy.
19A.2 Definitions.
19A.3 Violations: Misdemeanors.
19A.4 Violations: Additional remedies: Injunctions.
19A.5 Severability.

ARTICLE 2. GENERAL NOISE REGULATIONS
19A.6 Decibel measurement criteria.
19A.7 Noise, prohibition of.
19A.8 Exterior noise standards.

ARTICLE 3. EXEMPTIONS
19A.9 Exemptions.

ARTICLE 4. SPECIAL NOISE SOURCES
19A.10 Power yard maintenance equipment.
19A.11 Leaf blowers—Regulation of use.
19A.12 Power yard maintenance equipment—Violation and penalty.
19A.13 Loud or unruly gatherings.
19A.14 Construction of buildings and projects.

ARTICLE 5. TEMPORARY NOISE PERMIT
19A.15 Temporary noise permit.

ARTICLE 6. FILMING ACTIVITIES
19A.16 Filming activities.

ARTICLE 1. GENERAL PROVISIONS

19A.1 Declaration of policy.

It is declared to be the policy of the city to prohibit unnecessary, excessive, and annoying noises from all sources subject to its police power. At certain levels noises are detrimental to the health and welfare of the citizenry and in the public interest shall be systematically proscribed.

19A.2 Definitions.

As used in this chapter, unless the context otherwise clearly indicates, the words and phrases used in this chapter are defined as follows:

(a) A-WEIGHTED DECIBEL. “A-weighted decibel” (dBA) is the overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear as represented by the A-weighted network. The reference pressure is 20 micropascals.

(b) ACCESS STREET. “Access street” means a local/neighborhood serving street, typically with low volumes of traffic, primarily serving low- to medium-density residential uses. Illustrated in Figure B4.8 of Chapter 4 of the South Pasadena General Plan (2040).

(c) AFFECTED PROPERTY. “Affected Property” means any property, other than the Generating Property, where noise is received and can be heard, felt, or otherwise noticed.

(d) AMBIENT NOISE. “Ambient Noise” means the all-encompassing noise associated with a given environment, usually being a composite of sounds with many sources near and far.

(e) CONNECTOR STREET. “Connector street” means a crosstown street, typically with moderate volumes of traffic, primarily serving low- to medium-density residential uses. Illustrated in Figure B4.8 of Chapter 4 of the South Pasadena General Plan (2040).

(f) CONSTRUCTION ACTIVITY. “Construction Activity” is an activity requiring or exempted from a building permit, and defined to include, but not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, grading, assembly, repair, demolition, alteration or similar action on structures, rights-of-way, or land.

(h) DECIBEL. “Decibel” (db) is a unit measure of sound (noise) level relative to a standard reference sound on a logarithmic scale.

(i) EQUIVALENT CONTINUOUS SOUND LEVEL. “Equivalent Continuous Sound Level” (Leq) means the value of an equivalent, steady sound level which, in a 10-minute time period, has the same sound energy as the time-varying sound. The Leq metric is a single numerical value that represents the equivalent amount of variable sound energy received at a location over a specified duration.

(j) FILMING ACTIVITY. “Filming activity” is activity requiring a film permit and defined to include, but is not limited to, activities related to the setup for and engagement in commercial filming, videotaping or still photography.

(k) FREQUENCY. “Frequency” of the function periodic in time means the reciprocal of the primitive period. The unit is the cycle per unit time and shall be specified.

(l) GENERATING PROPERTY. “Generating Property” means any property where noise is created or originates from.

(m) HOLIDAY. Any holiday recognized by the City.

(n) IMPULSIVE NOISE. “Impulsive noise” means sound of short duration, usually less than one second, with an abrupt onset and rapid decay.

(o) LEAF BLOWER. “Leaf blower” means a machine, powered by a gasoline engine or electric motor, which uses a concentrated stream of air to blow, displace, or vacuum leaves, grass clippings, dirt, and/or other debris or material.

(p) LOT. “Lot” means an area of real property within the city as defined in Chapter 36 SPMC, zoning ordinance of the city.

(q) LOUD OR UNRULY GATHERING. “Loud or unruly gathering” means a gathering of two or more persons for a social occasion or any other activity at any residential unit or its curtilage during which loud or unruly conduct occurs that constitutes a violation of the California Penal Code or is otherwise a threat to the public peace, health, safety, or welfare, including, without limitation, any or all of the following:

(1) Loud noise or music from any source within the residential unit or its

(2) curtilage that interferes with the quiet enjoyment of residential property;

(3) Obstruction of a street or other public right-of-way, or a portion thereof, with vehicles or pedestrians;

(4) Public intoxication or drinking in public;

(5) The service of alcohol to minors;
(6) Possession and/or consumption of alcohol, marijuana, or narcotics by minors;

(7) Assaults, batteries, fights, domestic violence or other disturbances of the peace;

(8) Vandalism or destruction of real or personal property;

(9) Littering of any trash, debris, bottles, cans or other items of personal property on real property or on a public right-of-way;

(10) Urinating, vomiting, or defecating in public; or

(11) Other disturbances of the peace, including, but not limited to, throwing objects or spraying liquids into the public right-of-way, sidewalks or alleys, or other conduct that constitutes a threat to public health, safety, or quiet enjoyment of residential property or public property.

(r) MAIN STREET. “Main street” means a pedestrian-oriented retail street, typically with moderate volumes of traffic, primarily serving pedestrian oriented retail uses. Illustrated in Figure B4.8 of Chapter 4 of the South Pasadena General Plan (2040).

(s) MAXIMUM NOISE LEVEL. “Maximum Noise Level” (Lmax) means the highest root-mean-square sound level measured during a measurement period.

(t) MINOR. “Minor” means any person under the age of 18 years.

(u) NOISE LEVEL. “Noise level” means the “A-weighted” sound pressure level in decibels obtained by using a sound level meter at slow response with a reference pressure of twenty (20) micronewtons per square meter. The unit of measurement shall be designated as dBA.

(w) OWNER. “Owner” means any person(s), including any individual, firm, association, organization, partnership, trust, business, corporation, company or other entity, who owns the residential unit where a loud or unruly gathering occurs, as shown on Los Angeles County’s last equalized property tax assessment roll, or the supplemental roll, whichever is more current.

(x) PERSON. “Person” means a person, firm, association, co-partnership, joint venture, corporation, or any entity, public or private in nature.

(y) POWER YARD MAINTENANCE EQUIPMENT. “Power yard maintenance equipment” means any gasoline or electric powered engine-driven device or machine used primarily for the maintenance of lawns, shrubs, trees or other landscaping. Such devices include, but are not limited to, lawn mowers, leaf blowers, string trimmers, edgers, hedge trimmers, and chain saws.

(z) RESIDENTIAL UNIT. “Residential unit” means any “dwelling unit,” as defined in SPMC 36.700.020(D), and each unit of all “multi-family dwellings,” as defined in SPMC 36.700.020(M). A “residential unit” also includes:

(1) any other buildings, structures, and improvements on the premises, as well as balconies, decks, patios, yards, and all other interior and exterior areas; and

(2) common use or other areas of multi-family dwellings. “Residential unit” does not include any room or unit of a hotel or motel.

(aa) RESPONSIBLE PERSON. “Responsible person” means and includes, without limitation, any person(s), individual, firm, association, organization, partnership, trust, business, corporation, company, or other entity:

(1) Who is the owner or who rents, leases, uses or otherwise is in charge of the residential unit, regardless of whether such residential unit is rented, leased or used with or without compensation, where a loud or unruly gathering occurs; or

(2) Who organizes, promotes, or sponsors a gathering that becomes loud or unruly; or

(3) Receives money, compensation, or consideration for granting access to a residential unit where a loud or unruly gathering occurs.

(bb) SOUND AMPLIFYING EQUIPMENT. "Sound amplifying equipment" means any machine or device for the amplification of the human voice, music, or any other sound. "Sound amplifying equipment" shall not include standard automobile radios when used and heard only by the occupants of the vehicle in which the automobile radio is installed. "Sound amplifying equipment," as used in this chapter, shall not include authorized emergency warning devices.

(cc) SOUND LEVEL METER. "Sound level meter" shall mean an instrument meeting American National Standard Institute's Standard S1.4-2014 for Type 1 or Type 2 integrating sound level meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

(dd) SOUND PRESSURE LEVEL. "Sound pressure level" in decibels, of a sound means twenty times the logarithm to the base ten of the ratio of the pressure of this sound to the reference pressure, which reference pressure shall be explicitly stated.

(ee) THOROUGHFARE STREET. "Thoroughfare street" means a major regional street, typically with high volumes of traffic, primarily serving retail and high-density residential use. Illustrated in Figure B4.8 of Chapter 4 of the South Pasadena General Plan (2040).

19A.3 Violations: Misdemeanors.

Any person violating without satisfactory cause any of the provisions of this chapter shall be deemed guilty of a misdemeanor. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

19A.4 Violations: Additional remedies: Injunctions.

As an additional remedy, the operation or maintenance of any device, instrument, vehicle, or machinery in violation of any provision of this chapter shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

19A.5 Severability.

If any provision, clause, sentence or paragraph of this chapter, or the application thereof to any person or circumstances, shall be held invalid, such invalidity shall not affect the other provisions or application of the provisions of this chapter which can be given effect without the invalid provisions or application and, to this end, to provisions of this chapter are declared to be severable.

ARTICLE 2. GENERAL NOISE REGULATIONS

19A.6 Decibel measurement criteria.

(a) Measurement Equipment and Procedure: Noise level measurements made pursuant to the provisions of this chapter shall be performed using a sound level meter which meets at least American National Standards Institute (ANSI) Type 2 standards.

Noise level measurements to determine violations of the noise limits in this Chapter shall be measured at a height of at least four feet, at least four feet away from reflective surfaces, and for a duration of at least 10 minutes, where feasible. The measurements shall be made using the A-weighting network (dBA) with "slow" meter response. Impulsive noises shall be measured using "fast" meter response. Maximum Noise Level (Lmax) shall be used to determine noise violations for impulsive noise.

(b) Measurement Location: Noise level measurements shall be taken from an exterior location, at the parcel property line (or other legally accessible location) nearest to the noise source at the generating property.

When a noise complaint has been received from a specific address, noise level measurements may be made at the parcel property line (or other legally accessible location) of the affected property nearest the generating property, and at the generating property line (or other legally accessible location) nearest to the affected property.

(c) Site Specific Noise Standards: Where a City or other agency permit has established a noise standard specific to a certain property (which differs from the regular City noise standards established in Section 19A.8), it shall supersede the regular City noise standard.

(d) Ambient Noise Adjustment: At the discretion of the Community Development Director, if high ambient noise levels exist at the generating or affected property, an ambient noise measurement may be conducted. If the ambient noise level exceeds the exterior noise standard, the applicable standard may be increased to the ambient noise level. If the measurement is intended to adjust the limit for a higher ambient noise level, a minimum of three 10-minute measurements shall be taken over a 24-hour period, with no less than 3 hours between each measurement.

(e) Noise Complaints from Outside the City: If a noise complaint is received from outside the City's jurisdiction, the exterior noise standards shall be enforced at the City boundary closest to the complainant's location.

19A.7 Noise, prohibition of.

It is unlawful for any person within the city to make, continue or cause to be made or continued, or suffer or permit to be made, or continued, any noise exceeding the provisions of this chapter.

19A.8 Exterior noise standards.

Noise Zones are based on the zoning of the property as prescribed in Chapter 36 of the South Pasadena Municipal Code, the street classification as defined in this Chapter and shown on Figure B4.8 of the General Plan, and as illustrated in the Noise Zone Map below (Figure 2-1).

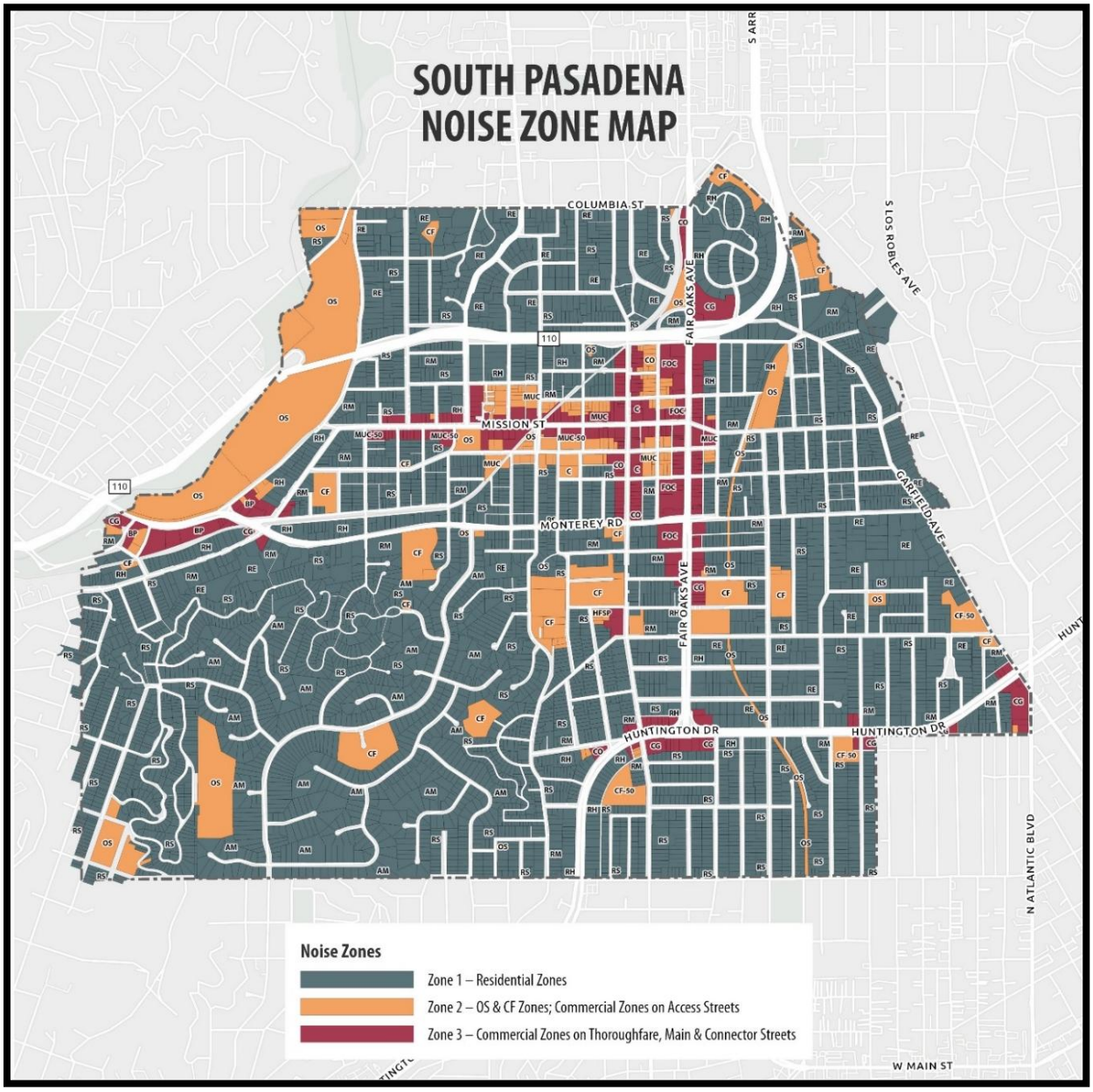


Figure 2-1. Noise Zone Map

Maximum allowable noise levels for each Noise Zone and time period are shown in the Exterior Noise Standards below (Table 2.1).

Table 2-1. Exterior Noise Standards			
Noise Zone	**Equivalent Continuous Sound Level (dBA Leq)**	**Maximum Noise Level (dBA Lmax)**	**Time Period**
Zone 1 •Residential Estate (RE) •Residential Single-Family (RS) •Residential Medium Density (RM) •Residential High Density (RH) •Altos De Monterey Residential (AM)	65	80	7:00 a.m.–10:00 p.m.
	55	70	10:00 p.m.–7:00 a.m.
Zone 2 •Open Space (OS) •Community Facilities (CF) •Holy Family Specific Plan (HFSP)* •Commercial General (CG)* •Commercial Office (CO)* •Business Park (BP)* •Mixed Use (MU)* •Downtown Specific Plan (DTSP)* *on Access Streets	70	85	7:00 a.m.–10:00 p.m.
	60	75	10:00 p.m.–7:00 a.m.
Zone 3 •Holy Family Specific Plan (HFSP)* •Commercial General (CG)** •Commercial Office (CO)** •Business Park (BP)** •Mixed Use (MU)** •Downtown Specific Plan (DTSP)** **on Thoroughfare, Main & Connector Streets	75	90	7:00 a.m.–10:00 p.m.
	65	80	10:00 p.m.–7:00 a.m.

ARTICLE 3. EXEMPTIONS

19A.9 Exemptions.

The following activities shall be exempt from the provisions of this chapter:

(a) Activities preempted by State or Federal law. The provisions of this chapter shall not apply to any activity to the extent regulation thereof has been preempted by State or Federal law.

(b) City projects. Construction activity conducted by City departments or a city-authorized contractor.

(c) City-sponsored or City-affiliated events. Any event organized or supported by the City. Examples of such events include, but are not limited to, the Festival of Balloons Parade, Arts Crawl, and Spring Eggstravaganza.

(d) Construction activity. Construction activity is any activity requiring or exempted from a building permit, during construction hours outlined in SPMC 19A.14.

(e) Emergency equipment. Any device, apparatus or equipment (including generators) used, related to or connected with emergency work.

(f) Emergency work. "Emergency work" means work made necessary to restore property to a safe condition following a calamity, work required to protect persons or property from an imminent exposure to danger, or work to provide temporary utility service or to restore utility service.

(g) Filming activity. Filming activity associated with an active film permit during permitted film hours.

(h) Public safety operations, equipment testing, and training. Noise generated by the Police Department, Fire Department, or other authorized public safety agencies in the performance of official duties, including but not limited to the inspection, testing, maintenance, and operation of emergency vehicles, sirens, air horns, public address systems, emergency warning devices, and other public safety equipment.

(i) School activities. School activities, held on school grounds or at school-owned facilities, such as school bands, school athletics, and school entertainment events.

(j) Solid waste collection and removal. Noise sources associated with solid waste collection and removal.

(k) Temporary Noise Permit. Activities conducted or noise generated in accordance with an approved Temporary Noise Permit.

ARTICLE 4. SPECIAL NOISE SOURCES

19A.10 Power yard maintenance equipment.

Power yard maintenance equipment shall be operated only between the following hours:

(a) Monday through Friday, 8:00 a.m. to 7:00 p.m.

(b) Saturday, 9:00 a.m. to 7:00 p.m.

(c) Sunday and holidays, 10:00 a.m. to 7:00 p.m.

19A.11 Leaf blowers —Regulation of use.

(a) Commencing October 1, 2022, it is prohibited for any property owner (including the city) or tenant or any employee, agent, or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose. The property owner or tenant, whichever person is responsible for authorizing the use of a gas-powered leaf blower, shall be responsible for violations of this section. The use of gasoline-powered leaf blowers approved by California Air Resources Board (CARB) shall be allowed until October 1, 2022.

(b) The property owner or tenant, whichever person is responsible for authorizing the use of a gas-powered leaf blower, shall be responsible for violations of this section. Until October 1, 2022, all gasoline-powered leaf blowers shall prominently display a city issued decal/seal verifying its status as approved by the California Air Resources Board (CARB).

(c) Commencing October 1, 2022, the following shall be exempt from the provisions of subsections (a) and (b) of this section:

(1) Leaf blowers (gas-powered or electrically powered) utilized by emergency responders for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm.

(2) Leaf blowers (gas-powered or electrically powered) used to clear downed trees in areas needing expedient clearance for the safety of the public.

(d) As of October 1, 2022, no leaf blower shall be operated in a manner that directs dust and debris onto any neighboring parcel, storm drain, public property, or public street.

(e) Commencing October 1, 2010, no business license shall be issued to any gardener and/or landscaper without proof of purchase of a leaf blower(s) allowed under subsection (a) of this section and a signed declaration that the company will not use prohibited leaf blowers in the city.

(f) The full blower nozzle extension shall be used for maximum efficiency and to minimize the spread of dust.

(g) After leaf blower use, debris and waste materials shall be disposed of in the appropriate disposal receptacle or any other equivalent container.

(h) Leaf blowers shall be in proper working order and all manufacturers' noise and dust control equipment on the leaf blower shall remain on the blower and be in operating condition.

19A.12 Power yard maintenance equipment—Violation and penalty.

No person, whether as principal, agent, employee or otherwise, shall violate, cause the violation or otherwise fail to comply with the provisions of SPMC 19A.10 through 19A.11. Any violation of SPMC 19A.10 through 19A.11 shall be punishable as follows:

(a) For the first violation, the city manager or his/her designee, upon determination that a violation of this chapter has occurred, shall issue a written warning notice to the person which authorizes the use of gas-powered leaf blowers which will specify the violation and the appropriate penalties in the event of future violations.

(b) Thereafter, the following schedule shall apply:

(1) A fine not exceeding $100.00 for the second violation;

(2) A fine not exceeding $200.00 for the third violation;

(3) A fine not exceeding $500.00 for the fourth and any subsequent violation that occurs.

19A.13 Loud or unruly gatherings.

(a) Loud or Unruly Gatherings Prohibited. Loud or unruly gatherings are unlawful and prohibited at any residential unit within the city and shall constitute a public nuisance subjecting the owner and/or responsible person to fines and/or penalties under this section. The city may abate a loud or unruly gathering by all available means, including, without limitation: (1) an order from a peace officer to the responsible person(s) to immediately terminate the loud or unruly gathering; and/or (2) an order of a peace officer to all non-resident persons at a gathering to immediately leave the premises. It shall be unlawful and a violation of this section for any person to fail to comply with an order of a peace officer that is issued in connection with a loud or unruly gathering. The abatement of a loud or unruly gathering by peace officers shall not preclude the city from exercising other remedies against persons who violate this section, including without limitation, the issuance of administrative or criminal citations.

(b) Liability and Notice Regarding a Loud or Unruly Gathering.

(1) When a peace officer responds to a complaint involving a loud or unruly gathering, or otherwise intervenes, by issuing one or more of the orders stated in subsection (b) of this section at a loud or unruly gathering, the responding officer(s) shall issue a written notice to the responsible person and/or owner if such person is available on the premises of the residential unit, warning and stating that such responsible person and/or owner will be held liable for the costs of providing police personnel over and above the normal services provided by the police department to those premises (i.e., special police services). This first warning shall be deemed to be the normal services provided. Further, the notice provided shall also state that if a subsequent police response(s) is necessary to address the same or another violation of this section at the same residential unit within one year after issuance of said notice, the responsible person(s) and/or owner shall be jointly and severally liable for the costs of each subsequent police response, including the costs of any law enforcement personnel from other jurisdictions, necessary to abate the condition, as set forth in subsection (h) of this section.

(2) The notice shall be signed by the responsible person and/or owner, acknowledging receipt of the warning, and a signed copy of the notice shall be left with the responsible person and/or owner. If a second or any subsequent response is required, police department personnel shall have the available responsible person and/or owner sign a "second response" notice, acknowledging the occurrence of the second response, and any subsequent additional notice for each response thereafter.

(c) Notice of Unlawful Loud or Unruly Gathering. When police department personnel become aware of any scheduled gathering which would be unlawful under this section, peace officers may issue a written notice to a responsible person describing the unlawful nature of the party. The notice provided shall state that if police department personnel are required to thereafter respond to the scheduled gathering, such response shall constitute special police services. The notice shall state the responsible person and/or owner will be assessed for the costs of each subsequent police response, including the costs of any law enforcement personnel from other jurisdictions, necessary to abate the condition, as set forth in subsection (h) of this section.

(d) Notice—Signature Unavailable. If no responsible person and/or owner is available at the residential unit to sign receipt of the notice described in subsections (c) and/or (d) (collectively "notice") when the police are present, or the responsible person and/or owner refuses to sign receipt of the notice, a copy of the notice shall be posted in a conspicuous place at the residential unit on each occasion the police provides notice. A refusal by a responsible person and/or owner at the residential unit to sign a receipt of the warning or any subsequent notice after being requested to do so by a peace officer is a misdemeanor.

(e) Removal of Posted Notice Prohibited. It shall be unlawful for any person to alter, tamper with or deface a posted notice described in subsection (e) of this section, or remove it prior to one year from the date of the posting. If a posted notice is altered, tampered with,

defaced, or removed prior to one year from the date of posting, the notice shall be replaced and a new one-year posting period shall commence on the date of replacement.

(f) Notice to Owner. A copy of the notice provided and/or posted under this section shall be served on the owner by personal service or by depositing in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid, addressed to the owner shown on the county's last equalized property tax assessment roll.

(g) Cost Reimbursement.

(1) The responsible person(s) or if such person is a minor, then the parents or legal guardians of the minor, and/or the owner, shall be jointly and severally liable for all of the following costs attributable to the loud or unruly gathering:

(A) The actual cost incurred by the city beyond the initial response by the city necessary to abate the loud or unruly gathering, including, without limitation, police and fire response;

(B) Damage to public property;

(C) Injuries to city personnel; and

(D) Administrative costs incurred by the city in connection with the billing and collection of such costs.

(2) The police department shall accurately compute the cost to the city of providing such services pursuant to subsection (i)(1) of this section. The responsible person(s) and/or owner shall be billed for these costs by the city and payment shall be due and payable within 15 days of the billing date. Should the amount of the bill not be paid when due, the city may collect the debt, as well as any costs incurred in collecting the debt due to nonpayment, pursuant to any available provision of the law.

(h) Fines and Penalties for Violations. A responsible person(s) and/or owner violating this section shall be issued a citation utilizing the administrative citation procedures set forth in Chapter 1A SPMC. For any violation of this section, the fine shall be $1,000 for each violation. The issuance of an administrative fine does not preclude other potential civil actions or criminal prosecutions under any other provision of law, including the prosecution for maintaining a public nuisance against the responsible person and/or the owner.

(i) Appeal. Any responsible person and/or owner receiving an administrative fine or a bill for police department services provided pursuant to this section, may file a written request for an appeal hearing pursuant to the provisions of Chapter 1A SPMC.

(j) Absentee Owner—Liability Exceptions. Any owner who does not reside within the residential unit at the time a loud or unruly gathering occurs shall not be liable under this

section if such owner has: (1) included covenants within the written lease or rental agreement for the premises on which a loud or unruly gathering occurs that contain specific language prohibiting the activities described in this section; and (2) demonstrated due diligence in abating an unmanageable tenant(s) or responsible person(s) for a loud or unruly gathering. An owner who does not reside within the residential unit and has a written lease or rental agreement dated on or before the effective date of this section for the residential unit on which a loud or unruly gathering has occurred shall only need to demonstrate due diligence in abating an unmanageable tenant(s) or responsible person(s) for a loud or unruly gathering to not be liable under subsection (h) of this section.

(k) Administrative Rules and Regulations. The chief of police may adopt administrative rules and regulations for the purpose of implementing the provisions of this section.

(l) The provisions of this section shall not apply to activities protected under the United States Constitution.

19A.14 Construction of buildings and projects.

It is unlawful for any person to perform any construction activity within a residential zone or within 500 feet thereof on:

(a) Monday through Friday before 8:00 a.m. and after 7:00 p.m.;

(b) Saturday before 9:00 a.m. and after 7:00 p.m.;

(c) Sundays and holidays before 10:00 a.m. and after 6:00 p.m.

ARTICLE 5. TEMPORARY NOISE PERMIT.

19A.15 Temporary noise permit.

Any person may file an application for a Temporary Noise Permit to temporarily exceed the noise limits in this chapter.

(a) Applications. The Temporary Noise Permit application shall include:

(1) All facts regarding the request, including a detailed description of the noise source and proposed dates and times the noise limits that would be exceeded;

(2) the reasons why compliance with the noise limits cannot be achieved and the basis for such a determination;

(3) all actions the applicant has taken, intends to take, and any proposed methods to minimize noise during the temporary activity; and

(4) any other additional information relevant to and requested by the Community Development Director or designee.

(b) Permit Fee. The application shall be accompanied by a fee in the current amount established by resolution of the city council. A separate application shall be filed for each noise source; provided, however, that several mobile noise sources under common ownership or several sources on a single property may be combined into one application.

(c) Application Deadline. Application for a Temporary Noise Permit must be submitted at least 10 business days before the proposed date. An applicant shall remain subject to the terms of this chapter unless and until a permit to temporarily exceed noise limits is granted.

(d) Community Development Director Review, Authority, and Decision. The Community Development Director shall consider the likely magnitude of nuisance caused by the proposed noise, the uses of property potentially affected by the noise, time of day factors related to potential impacts to surrounding property occupants, the general public interest and welfare and any other relevant considerations and make the following determinations:

(1) Granting the Temporary Noise Permit would be in the public interest and there is no feasible and prudent alternative to the activity, or other method of conducting the activity, for which the Temporary Noise Permit is sought, and;

(2) Strict compliance with the requirements of this chapter will cause practical difficulties, unnecessary hardship or unreasonable expense.

(e) Time Limit. A Temporary Noise Permit shall be for a limited period, not to exceed a maximum of 30 consecutive days.

(f) Permit Requirements. A Temporary Noise Permit may be subject to any terms, conditions or requirements as the Community Development Director deems reasonable to achieve maximum compliance with the provisions of this chapter. Such terms, conditions and requirements may include, but are not limited to, limitations on noise levels and operating hours, and implementation of noise attenuation measures.

(g) Decision. After reviewing the application and all relevant facts and information, the Community Development Director shall render a decision on the application. Such decision shall be transmitted to the applicant in writing and include the approved time period for the permit and any applicable terms, conditions or requirements.

ARTICLE 6. FILMING ACTIVITIES

19A.16 Filming activities.

(a) It is unlawful for any person to perform any filming activity within a residential zone or within 500 feet thereof on Monday through Friday before 7:00 a.m. and after 7:00 p.m., Saturday before 8:00 a.m. and after 7:00 p.m., and on Sundays and city recognized holidays before 8:00 a.m. and after 6:00 p.m.

(b) It is unlawful for any person to use any generators, sound amplifying equipment, forklifts, cranes, or any other machinery or equipment, whether such equipment or machinery is manual, gasoline or electric powered or equipment that runs on compressed air, in the performance of, or in conjunction with, filming within a residential zone or within 500 feet thereof on Monday through Friday before 8:00 a.m. and after 7:00 p.m., Saturday before 9:00 a.m. and after 7:00 p.m., and Sundays and city recognized holidays before 10:00 a.m. and after 6:00 p.m.

(c) Filming hours and the hours for the use of machinery and equipment for filming may only be extended beyond the hours provided in subsections (a) and (b) of this section if approved pursuant to the city's film policy, as adopted by resolution of the city council."

Section 2. 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 3. Effective Date. 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 ___ day of ___, 20__

AYES:
NOES:
ABSENT:
ABSTAIN:

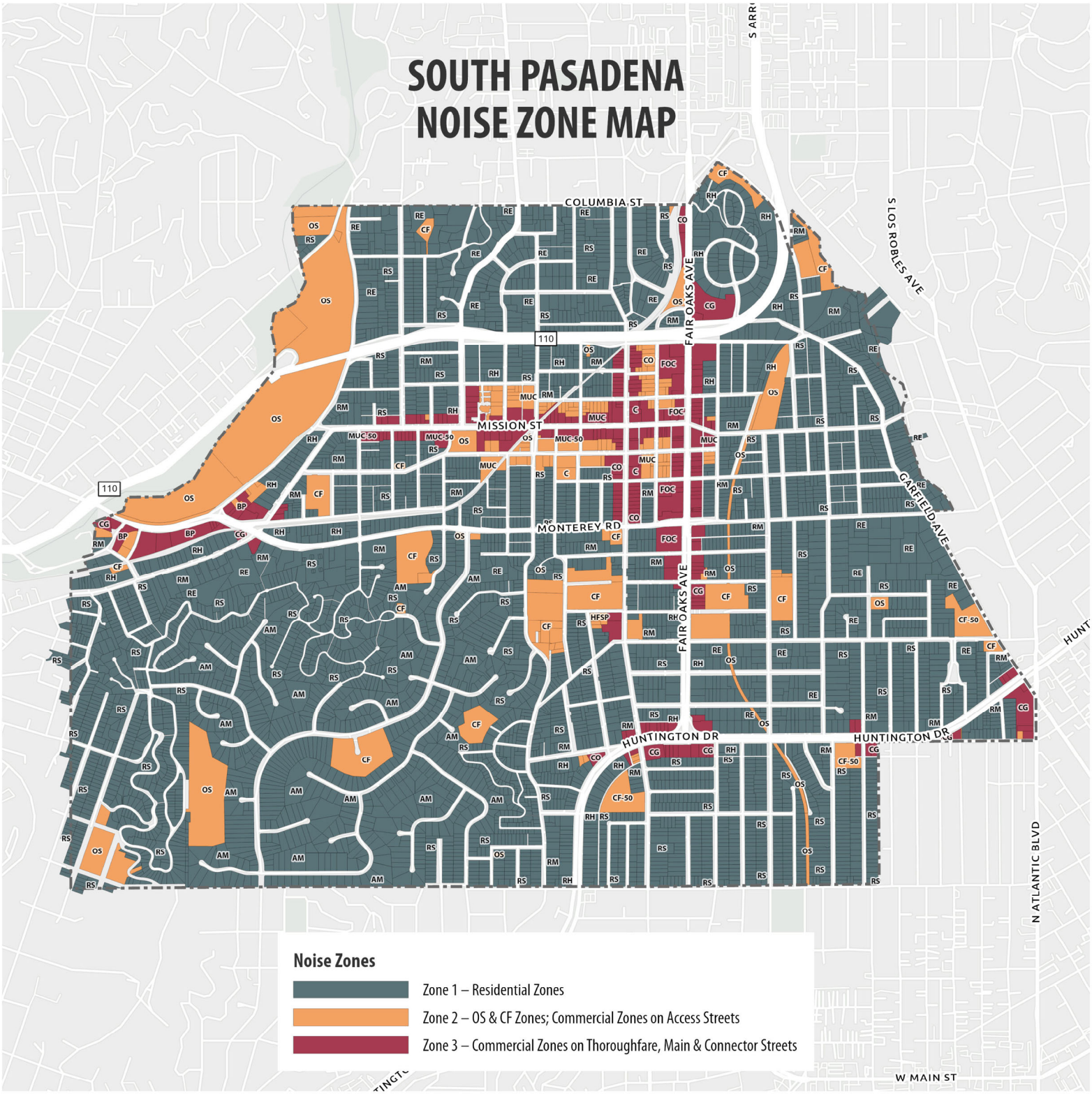
Sheila Rossi, Mayor

ATTEST:

Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney


SOUTH PASADENA
NOISE ZONE MAP
COLUMBIA ST
MISSION ST
MONTEREY RD
HUNTINGTON DR
HUNTINGTON DR
FAIR OAKS AVE
FAIR OAKS AVE
S LOS ROBLES AVE
GARFIELD AVE
N ATLANTIC BLVD
W MAIN ST
110
110
Noise Zones
Zone 1 – Residential Zones
Zone 2 – OS & CF Zones; Commercial Zones on Access Streets
Zone 3 – Commercial Zones on Thoroughfare, Main & Connector Streets

City Council Agenda Report

ITEM NO. 22

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Melissa Snyder, Community Services Director
Nathalie Wilcox, Community Services Supervisor

SUBJECT: **CONSIDERATION OF ADOPTION OF A REVISED FEE WAIVER POLICY AND RESCISSION OF THE EXISTING CO-SPONSORSHIP POLICY**

Recommendation

It is recommended that the City Council:

1. Adopt the proposed Fee Waiver Policy (Attachment No. 1);
2. Rescind the Co-Sponsorship Waiver Policy, Exhibit A (Attachment No. 2), effective upon adoption of the Fee Waiver Policy; and
3. Provide additional direction to staff, as appropriate.

Executive Summary

The City's Co-Sponsorship Policy, adopted in 2015, establishes the framework for certain fee waivers and reductions and identifies organizations and events previously approved for City support. Following City Council discussions on May 6 and September 2, 2026, staff reviewed the existing policy, Council feedback, and practices in neighboring jurisdictions.

The proposed Fee Waiver Policy establishes a standardized process for one-time and recurring requests, with consideration given to public benefit, financial need, and fiscal and operational impacts. The policy also clarifies approval authority, distinguishes waived fees from direct City costs, and establishes procedures for recurring approvals and formal agreements when appropriate. Staff recommends adopting the proposed policy and rescinding the existing Co-Sponsorship Policy and Exhibit A.

Background

On March 4, 2015, the City Council approved the City's Co-Sponsorship Policy, which established criteria for waiving or reducing certain City fees for co-sponsored programs or events. The policy also identified organizations and events approved for co-sponsorship at that time and provided that new requests or amendments to existing requests be brought to the City Council for approval.

On April 19, 2023, the City Council reviewed a proposed Special Event and Co-Sponsorship Policy and application, including staffing costs for co-sponsored events and business license requirements for vendors and sub-vendors. No formal action was taken; therefore, the City continues to rely on the existing application and co-sponsorship framework.

On May 6, 2026, the City Council conducted a study session regarding the City's Temporary Use Permit (TUP), facility and field rental, special event, and fee waiver processes. The City Council directed staff to return with additional information regarding fee waivers associated with special events before further action on the proposed changes.

On August 19, 2026, City Council adopted Administrative Policy AP-014, Memoranda of Understanding and Partnership Agreements, addressing the circumstances in which continuing organizational relationships warrant formal agreements.

On September 2, 2026, City Council received and filed an informational report and provided feedback for a revised fee waiver policy. The proposed policy incorporates feedback from the September 2 discussion and establishes procedures for evaluating future fee waiver and reduction requests.

Analysis

Current Co-Sponsorship Policy

The existing Co-Sponsorship Policy and Exhibit A (Attachment No. 2) identifies organizations and activities that were approved under the 2015 policy. However, the exhibit does not consistently specify the scope, term, maximum value, or conditions of each current arrangement. As a result, staff may be asked to interpret whether an existing approval extends to a new event, additional facility use, or other support not expressly identified in the original exhibit. The proposed policy would establish procedures for individual Council consideration of fee waiver requests and documentation of approved fees, activities, and terms.

City Council Discussion and Proposed Policy Provisions

The revised proposal addressed the principal policy issues discussed on September 2 as follows:

Issue Raised	Proposed Response
Financial need and ability to pay	Applicants provide a brief statement of financial need, available resources, and ability to contribute. Nonprofit status alone does not establish eligibility; detailed financial statements are requested only when warranted.
Direct City expenditures versus waived revenue	Distinguishes waived permit and rental fees from Police, Fire, Public Works, contracted services, and other actual City expenditures. Direct costs generally remain with the responsibility of the applicant unless Council separately authorizes funded support.
Ongoing youth sports and field stewardship	Recurring partnerships may identify maintenance contributions and mutual responsibilities through an agreement under AP-014 when appropriate; discussions with affected organizations will be handled separately.

Liability, insurance, and compliance	Maintains existing permit, insurance, indemnification, public safety, deposit, and compliance requirements; approval of a fee waiver does not constitute approval of an event.
Practical administration and accountability	Allows a brief supplemental request through existing applications, permits bundled recurring approvals, and uses existing records for an annual summary

Municipal Code and Approval Authority

South Pasadena Municipal Code Section 36.400.050(B) authorizes the City Council to waive fees required by the Council's Fee Resolution under the Zoning Code when the applicant demonstrates "sufficient cause," with the Council determining sufficient cause in its discretion. The section pertains to zoning-related applications, including the TUP framework, and does not independently authorize the waiver of every category of City fees. Other fees remain subject to the applicable Municipal Code provisions, fee resolutions, and law. Consistent with the proposed policy, one-time and recurring waivers would be presented for City Council consideration. The proposed policy does not confer new independent waiver authority on staff.

Eligibility, Financial Need, and Public Benefit

The proposed policy is not limited to organizations holding a particular tax-exempt designation. Potential applicants include Internal Revenue Code Section 501(c)(3) and 501(c)(6) organizations, governmental agencies, public schools, youth sports organizations, service clubs, and community service organizations without formal nonprofit status when the activity serves the community and otherwise meets the policy criteria. Organizations based outside the City may be considered where a substantial and direct benefit to South Pasadena residents is demonstrated. Activities primarily benefiting private commercial interests are not eligible.

The policy requires a reasonable showing of both public benefit and financial need. For routine applications, a short narrative describing available resources, expected event or program revenue, and the effect of paying the fees would generally suffice. The City may request supplemental documentation for unusually large, complex, or uncertain requests, but audited financial statements and tax returns would not be routinely required. The City Council may consider a partial reduction or full waiver based on the circumstances of the request. Meeting the eligibility criteria does not guarantee approval of a fee waiver. Each request will be evaluated based on its individual merit, demonstrated public benefit, financial need, and fiscal and operational impacts.

Eligible Fees, Direct Costs, and Risk

Eligible fee categories may include facility and field rentals, TUP application fees, certain banner and other permit fees, and other City fees that may lawfully be reduced or waived. As a general rule, applicant-specific staffing, overtime, public safety services, contracted services, equipment rental, and other pass-through expenses would remain payable by the applicant unless the City Council expressly approves a City-funded subsidy and adequate funding authority exists. Security deposits would not be waived. Insurance and other required approvals would continue to apply.

This distinction allows Council to evaluate the public benefit of waiving foregone rental or permit revenue separately from decisions that would require an actual City expenditure. Staff would use adopted fee schedules and existing departmental estimates rather than conducting new cost studies for routine requests.

One-Time and Recurring Requests; Relationship to AP-014

One-time approvals would be limited to the activity, fees, dates, and conditions authorized by the City Council. Recurring approvals may cover identified programs, activities, or seasons for up to three years, subject to Council-imposed conditions and renewal review. The proposal does not create perpetual or automatic eligibility. Recurring approvals would remain subject to compliance with the approved terms and conditions.

Material changes in an organization's circumstances, program activities, or scope of requested support may require additional review and City Council consideration. The City Council retains the authority to modify

Recurring or substantial partnerships may warrant an MOU or another written agreement pursuant to AP-014, particularly where the relationship includes regular use of City facilities, maintenance responsibilities, priority access, ongoing City support, or other shared obligations. The policy does not require an MOU for every one-time waiver, nor would an approved recurring applicant need to submit a new fee waiver application for each activity already covered by an approved term absent material changes.

Staff would continue discussions with youth sports organizations concerning appropriate field maintenance contributions and their broader relationships with the City. Any proposed maintenance responsibilities, fee adjustments, or formal agreements requiring Council approval would return separately for consideration, as necessary.

Annual Reporting and Accountability

To provide transparency and maintain appropriate oversight of public resources, staff would maintain records of approved fee waivers and reductions and prepare an annual information summary for the City Council.

The summary would identify, to the extent practicable, the organizations receiving approvals, the activities supported, the types of fees waived or reduced, the estimated value of the waivers, and the applicable approval terms or conditions.

This reporting approach would allow the City Council to monitor the overall use and estimated value of fee waivers without requiring organizations with existing recurring approvals to submit a new application new year.

Peer Agency Research

Staff reviewed published fee waiver and reduction materials from San Gabriel Valley and other Los Angeles County cities (Attachment No. 3). The approaches vary by type of fee, activity, approval authority, available budget, and whether actual City expenditures are eligible for relief. These peer examples are illustrative and not directly equivalent to one another. The proposed policy incorporates several elements identified in the research, including public benefit, eligibility criteria, financial considerations, and the treatment of direct costs. It does not establish a numerical scoring system or separate application review committee.

Alternatives
The City Council may consider the following alternatives to staff's recommendation:

1. Retain the existing Co-Sponsorship Policy and Exhibit A. Under this alternative, the existing Co-Sponsorship Policy and Exhibit A would remain in effect without modification.
2. Adopt the proposed Fee Waiver Policy with amendments. The City Council may revise eligibility criteria, financial-need documentation, treatment of direct costs, the term of recurring approvals, or reporting expectations before adoption.
3. City Council may direct staff to return with an alternative approval framework providing additional direction regarding the structure, eligibility requirements, or approval process for fee waivers.

Fiscal Impact
Adoption of the proposed policy would not by itself authorize new fee waivers, appropriate new funds, or establish an immediately quantifiable General Fund savings amount. Rescission of the existing Co-Sponsorship Policy and Exhibit A would end reliance on the standing list for prospective waiver requests; any current individual approvals or agreements would be reviewed during implementation to determine the appropriate transition to the new policy.

The table below identifies the estimated value of fees currently waived or reduced under the existing policy based on the fee waiver information reviewed by staff.

Fee Waiver Category	Estimated Amount Waived
Special Event-Related Permitting Fee Waivers	$29,430.00
Facility/Field Use Rental Fee Waivers	$577,056.50
Estimated Total Fee Waivers	**$606,486.50**

These are estimates of fee value rather than a calculation of actual City expenditures or collectible replacement revenue. They do not represent cash expenditures or a forecast of revenue that would necessarily be collected if existing waivers were discontinued. Changes to these amounts would depend on future Council decisions, facility usage, activity levels, and applicable adopted fees.

Future financial impacts would depend on the type and value of waivers, the number of requests, actual use of facilities, and any City-funded staffing or other direct-cost subsidies specifically approved by Council.

To support consistent evaluation of future requests, staff has developed a Fee Waiver Application and Staff Evaluation Framework (Attachment No. 5), outlining the information to be collected from applicants and the process for assessing financial and operational impacts. The framework provides for identifying applicable fees using adopted City fee schedules, estimating the value of proposed waivers or reductions, distinguishing waived fees from direct City costs, and identifying any proposed City-funded expenditures and applicable budget sources. This information would be included in future staff recommendations to assist the City Council in evaluating individual and recurring fee waiver requests.

Staff anticipates the standardized procedures to be implemented through existing departmental workflows; no additional appropriation is requested as part of this policy action. Administrative tracking and the annual summary would be performed using existing data to the extent practicable.

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

Attachment:
Attachment No. 1 - Proposed Fee Waiver Policy
Attachment No. 2 - Co-Sponsorship Fee Waiver Policy
Attachment No. 3 - Fee Waiver & Reductions Research
Attachment No. 4 - Tracked Changes Fee Waiver Policy
Attachment No. 5 - Fee Waiver Application and Staff Evaluation Framework

City of South Pasadena, CA
Administrative Policy

Subject: Fee Waiver Policy		AP-0XX
Effective Date: TBD	**Responsible Party:** Community Services Department	
Revision Date: N/A	**Approved by:** City Council	**Approval Date:** TBD

I. SCOPE

Applicable to all City departments and offices under the authority of the City Manager. This policy governs requests to waive or reduce City-adopted fees and charges associated with the use of City facilities, fields, parks, public property, permits, special events, programs, and other City services. It applies to nonprofit organizations, community-based and unincorporated service groups, service clubs, youth sports organizations, school-affiliated organizations, governmental entities, and other applicants requesting City financial or in-kind support through a fee waiver or reduction.

This policy establishes the approval authority for fee waiver requests. It does not independently authorize use of City property or replace any required permit, reservation, insurance, indemnification, licensing, public safety, or regulatory requirement.

II. POLICY STATEMENT

City fees and charges are established to support cost recovery and the equitable use of public resources. Applicable fees are generally due unless a waiver or reduction is authorized in accordance with this policy.

The City may waive or reduce eligible fees when the proposed activity provides a documented public benefit to South Pasadena residents, the applicant demonstrates a reasonable financial need for assistance, and the requested support is consistent with City goals, fiscal capacity, operational requirements, and applicable law. Requests shall be evaluated consistently based on the nature and scope of the activity, the amount and type of support requested, available applicant resources, fiscal and operational impacts, risk considerations, equitable access to City resources, and the approval authority established by this policy. All fee waiver and reduction requests under this policy require City Council approval.

Under South Pasadena Municipal Code Section 36.400.050(B), the City Council may waive fees required by the Council's Fee Resolution under the Zoning Code upon a showing of sufficient cause by the applicant, as determined at the Council's discretion. This provision applies to zoning-related fees and does not independently authorize waiver of other City fees. All requests remain subject to applicable fee resolutions, other provisions of the Municipal Code, and law; nothing in this policy authorizes a waiver otherwise prohibited.

The City shall not maintain a standing exhibit or permanent list of organizations automatically entitled to fee waivers. Each request shall be evaluated under this policy, and any approval shall apply only to the activity, duration, fees, and conditions specifically authorized. Prior approval does not create an entitlement to future fee waivers or City support.

When a request involves recurring use of City property, ongoing City support, shared responsibilities, or another relationship that warrants a formal written agreement, the City may require a Memorandum of Understanding ("MOU") or similar agreement consistent with Administrative Policy AP-014, Memoranda of Understanding and Partnership Agreements.

III. REASON FOR THE POLICY

The purpose of this policy is to establish a transparent, consistent, and fiscally responsible process for evaluating and approving requests to waive or reduce City fees. The policy is intended to:

- Promote transparency, consistency, and fairness in the consideration of fee waiver requests;
- Ensure that City financial and in-kind support is tied to documented public benefit and a reasonable demonstration of financial need;
- Distinguish one-time or limited requests from recurring, annual, seasonal, or otherwise ongoing requests, with both types subject to City Council approval;
- Protect City resources by identifying fees and direct costs that remain the responsibility of the applicant unless otherwise specifically authorized;
- Provide a clear record of the scope, value, duration, and conditions of approved City support; and
- Coordinate recurring or ongoing partnerships with Administrative Policy AP-014 when a formal agreement is appropriate.

IV. DEFINITIONS

For the purposes of this Policy, these terms are defined as follows:

A. Eligible City Fee: A City-adopted fee or charge that may lawfully be waived or reduced under this policy. Eligible fees may include, as applicable, facility or field rental fees, Temporary Use Permit or application fees, banner fees, tent permit fees, encroachment permit fees, street closure-related fees, and other City fees determined to be eligible for waiver or reduction.

B. Fee Reduction: An approved partial decrease in an otherwise applicable City fee or charge.

C. Fee Waiver: An approved elimination in full of an otherwise applicable City fee or charge.

D. Direct Cost: A cost incurred by the City specifically because of an applicant's activity, including staff or overtime costs, Police or Fire services, contracted services, materials, utilities, equipment, repair or replacement costs, and other pass-through or out-of-pocket expenses.

E. Organization: A nonprofit organization (including an organization recognized under Internal Revenue Code Section 501(c)(3) or 501(c)(6)), community-based organization, service club, youth sports organization, friends group, school-affiliated organization, governmental entity, unincorporated community service group, or other applicant requesting City support under this policy.

F. Public Benefit: A documented benefit to South Pasadena residents or the community, including cultural, educational, recreational, health, civic, youth, senior, environmental, service, or other activities that advance City goals or provide meaningful community access or services.

G. Recurring Request: A request for substantially similar fee waivers or City support that occurs seasonally, annually, repeatedly, or as part of an ongoing relationship with the City.

H. City Support or Co-Sponsorship: Financial or in-kind support authorized by the City, including an approved fee waiver or reduction. A fee waiver does not, by itself, create a legal partnership, joint venture, agency relationship, or property right.

V. EXCEPTIONS AND AMENDMENTS

The City Manager, or designee, may approve procedural or administrative exceptions when warranted by extraordinary circumstances or operational requirements, provided the exception is consistent with applicable law and does not waive or reduce City fees or bypass City Council approval required under this policy. Material amendments to this policy shall be presented to the City Council for approval.

VI. POLICY

A. Eligibility and Evaluation Criteria

Fee waivers and reductions are discretionary. An organization is not entitled to City support solely because it has received support in the past, has nonprofit status, or because a similar organization or activity has received a waiver. As threshold considerations, a request shall identify a meaningful public benefit and explain the financial need for City assistance. For routine requests, a short explanation of financial need is generally sufficient. The City may consider whether a partial reduction, rather than a full waiver, would reasonably meet that need. Supporting financial documentation may be requested when warranted by significant City costs, the amount of assistance, or material

uncertainty, but audited statements or tax returns shall not routinely be required. In evaluating a request, the City shall consider the following factors as relevant to the nature and amount of the request; a separate investigation or analysis of every factor is not required:

a. The extent to which the activity provides a direct and identifiable benefit to South Pasadena residents or the community;
b. Consistency with the City's economic, social, cultural, educational, recreational, environmental, health, or civic goals and services;
c. The degree to which the activity is accessible to the community and whether participation fees, admission charges, or other barriers affect public access;
d. The proposed location, date, time, duration, attendance, and potential impacts on surrounding neighborhoods or other users of City facilities;
e. The amount and type of City fees requested to be waived or reduced and the overall fiscal impact to the City;
f. The level of City staffing, equipment, public safety, maintenance, or other operational support required;
g. The organization's history of compliance with City permits, agreements, facility rules, insurance requirements, and payment obligations;
h. The applicant's reasonable financial need, ability to pay some or all applicable fees, and available funding, together with appropriate planning and organizational capacity;
i. The availability of City funds, facilities, staff, and other resources and whether approval would reduce or impair other City services or public access;
j. Whether the primary purpose of the request is community benefit rather than private or commercial benefit; and
k. Any other fiscal, legal, operational, risk, equity, or policy consideration relevant to the request.

Organizations eligible for consideration include nonprofit organizations recognized under Internal Revenue Code Section 501(c)(3) or 501(c)(6), governmental agencies, public schools, and community service groups or other organizations without formal tax-exempt status when the City Council determines the activity meets community needs and serves the public interest. Nonprofit status alone does not establish financial need or entitlement to a waiver. Organizations based outside South Pasadena may be considered when the activity provides a substantial and direct benefit to residents. Requests involving private businesses or other commercial entities remain subject to the same public-benefit and financial-need criteria and City Council approval; activities whose primary purpose is private commercial benefit are not eligible.

City support shall not be used for campaign activity supporting or opposing a candidate or ballot measure, unlawful activity, or an activity whose primary purpose is private commercial benefit. Requests involving religious organizations shall be evaluated under the same neutral criteria as other applicants and shall be limited to activities eligible for City support under applicable law.

B. Eligible Fees and Costs Not Ordinarily Waived

Subject to legal authority, applicable fee resolutions, and the approval requirements of this policy, eligible City fees may include:

a. Facility, room, park, or athletic field rental fees;
b. Temporary Use Permit or other City application fees;
c. Street banner, tent, encroachment, or street closure-related permit fees;
d. Other City fees specifically identified and approved through the applicable review process.

The following costs shall remain the responsibility of the applicant unless the City Council expressly authorizes a waiver, reduction, or City-funded subsidy and adequate budget authority exists:

a. Police, Fire, Public Works, Community Services, or other staff time or overtime attributable to the activity;
b. Contracted services, equipment rentals, materials, utilities, or other direct City costs;
c. Third-party or outside-agency fees, licenses, or permits;
d. Repair, replacement, remediation, or damage-related costs; and
e. Other pass-through or out-of-pocket costs incurred by the City.

In estimating fiscal impact, staff should use adopted fee schedules, existing cost information, and reasonable departmental estimates; a separate cost study is not required for routine requests. A fee waiver may reduce City revenue but is distinct from an appropriation or subsidy for direct City expenditures.

Security deposits shall not be waived. The City may apply all or a portion of a deposit to unpaid charges, damage, cleanup, or other costs in accordance with applicable facility, permit, or reservation requirements.

C. Application Requirements

An applicant requesting a fee waiver or reduction shall submit a brief written request, which may be included as a supplement to the applicable Temporary Use Permit, facility reservation, or other City application. Information already provided to the City need not be resubmitted. Requests associated with special events should generally be submitted at least 60 days before the event unless the responsible department authorizes a shorter period that still allows

necessary review and Council consideration. The request shall include, as applicable:

a. Organization or applicant name and contact information, and nonprofit designation if claimed (supporting proof may be requested when needed);
b. Description and purpose of the event, program, project, or activity;
c. Requested City facility, property, street, field, or other location, including dates and times;
d. The City fee categories requested for waiver or reduction and an estimated amount, if known (City staff may confirm applicable fees);
e. A brief description of the public benefit to South Pasadena residents or the community;
f. A brief explanation of financial need, including anticipated event or program revenue, available funding or sponsorships, and why payment of the applicable fees would affect the activity; detailed financial statements are not routinely required;
g. Any City staffing, equipment, public safety, traffic control, maintenance, or other direct support requested, to the extent not already described in the applicable permit or reservation;
h. Any permits, site plans, insurance, licenses, or outside-agency approvals required for the activity, to the extent not already supplied through the applicable City process; and
i. Other information reasonably necessary to resolve a material fiscal, operational, legal, or public-benefit issue. Additional financial documentation should be requested only when warranted by the size or circumstances of the proposed waiver or subsidy.

A fee waiver request does not reserve a City facility or property and does not substitute for any required application, permit, reservation, insurance, or other approval.

D. One-Time Requests

A one-time request applies to a single event, program, project, activity, or other limited use. All one-time requests shall be presented to the City Council for consideration and approval.

A one-time request should include the following characteristics:

a. The request applies to a single event, program, project, activity, or other limited use;
b. The applicant and activity satisfy the eligibility, public-benefit, and financial-need criteria established by this policy;
c. The request identifies the specific eligible City fees proposed for waiver or reduction and the estimated value of the requested City support;

d. The activity can be administered through the applicable City permit, reservation, insurance, indemnification, and risk-management requirements;
e. The approval is limited to the specific activity, dates, fees, and conditions authorized by the City Council; and
f. The request does not establish an expectation or entitlement to recurring or future fee waivers.

A one-time approval shall be documented through the City Council action and shall identify, as appropriate, the approved activity, applicable fees, amount or percentage waived or reduced, duration of approval, and any conditions of City support.

Repeated or substantially similar requests occurring on an annual, seasonal, multi-event, or otherwise recurring basis should be considered as recurring requests rather than separate one-time requests.

E. Recurring Requests

A recurring request applies to annual, seasonal, multi-event, or otherwise ongoing fee waivers or City support. All recurring requests shall be presented to the City Council for consideration and approval.

A recurring request may include one or more of the following:

a. An event, program, activity, or use that is expected to occur on a recurring annual, seasonal, or other repeated basis;
b. Multiple events, dates, programs, or activities proposed for approval as part of a defined term;
c. Recurring use of City facilities, fields, parks, public property, or other City resources associated with an approved fee waiver or reduction;
d. Ongoing City financial or in-kind support, including recurring fee waivers, reductions, staffing, services, equipment, or other authorized support;
e. A recurring relationship that may warrant a Memorandum of Understanding or other formal written agreement under Administrative Policy AP-014; or
f. Any substantially similar request that has been approved previously and is being requested again as part of an ongoing or recurring relationship.

A recurring approval shall identify the scope, duration, applicable fees, estimated value, and conditions of the authorized City support. The City Council may authorize an approval period of up to three years, covering specified events or seasons, and may require a written agreement when appropriate. An applicant need not submit a new fee waiver request for activities covered by an

existing approval if the activities, financial circumstances, and requested City support have not materially changed.

A recurring approval does not create a perpetual entitlement to a fee waiver or City support. A brief annual confirmation of covered activities and material changes may be requested when appropriate. Renewal or continuation beyond the approved term shall require City Council approval unless expressly authorized otherwise by the City Council.

F. Relationship to Administrative Policy AP-014

This Fee Waiver Policy establishes the approval framework for fee waiver and reduction requests. Administrative Policy AP-014 establishes when an organization's broader relationship with the City warrants an MOU, Partnership Agreement, Lease Agreement, or other formal written arrangement.

When a request involves recurring facility or property use, significant ongoing City support, shared responsibilities, priority access, stewardship, fundraising, programming, operations, or another continuing relationship, the responsible department shall evaluate whether a formal agreement is appropriate under AP-014. A routine one-time fee waiver does not, by itself, require an MOU. When both policies apply, the request and agreement should be coordinated without duplicative paperwork; City Council approval under this policy remains required for waivers or reductions regardless of the approval authority for the related agreement.

A formal agreement involving City financial or in-kind support should identify, as applicable:

- The programs, events, facilities, or activities covered by the agreement;
- The term of the agreement and renewal process;
- Each party's responsibilities, including field or facility maintenance contributions when appropriate;
- Applicable City fees and the specific fees approved for waiver or reduction;
- City-provided services, equipment, staffing, or other in-kind support;
- The form of sponsorship acknowledgement or recognition associated with the City's support;
- Insurance, indemnification, reporting, and coordination requirements; and
- Procedures for modification, renewal, suspension, and termination.

G. Conditions of Approval

The following conditions apply to all approved fee waivers or reductions unless otherwise expressly authorized:

a. The organization shall comply with all City permits, reservations, facility rules, insurance and indemnification requirements, safety standards, and applicable federal, State, County, and local laws;
b. Approval of a fee waiver does not guarantee approval of the underlying event, permit, reservation, or use of City property;
c. The organization remains responsible for all fees and costs not specifically waived or reduced in the written approval;
d. The organization is responsible for the full cost of damage, loss, excessive cleanup, remediation, repair, replacement, or other costs attributable to its activity;
e. Any approved fee waiver or reduction is nontransferable and may be used only for the activity and term authorized;
f. The City may impose reasonable operational conditions to minimize impacts to City facilities, surrounding neighborhoods, City services, or other users;
g. The City may revoke or suspend an approved waiver if the organization fails to comply with this policy, the terms of approval, an applicable agreement, permit conditions, or other legal requirements; and
h. Approval does not create a vested right, property interest, expectation of renewal, or entitlement to future City support.

H. Sponsorship Acknowledgement and Recognition

When the City provides a fee waiver, reduction, or other material in-kind support, the City may require appropriate acknowledgement of that support. The form and placement of recognition shall be determined by the responsible department and shall be proportionate to the nature and value of the City's contribution.

When required, recognition may include acknowledgement of the City of South Pasadena as a sponsor, co-sponsor, partner, or contributor on promotional materials, websites, signage, programs, announcements, or at the event or activity. Use of the City name, logo, seal, or other City marks is subject to City approval and applicable branding requirements. Failure to provide required acknowledgement may be considered in determining eligibility for future City support.

I. Documentation, Reporting, and Periodic Review

The responsible department shall maintain a brief record of approved fee waivers and reductions, including the applicant, activity, type of request (one-time or recurring), applicable fees, estimated amount waived or reduced, any separately approved City-funded direct costs, duration, conditions, and related agreement, if any.

The Community Services Department shall coordinate a concise annual informational summary of fee waivers approved under this policy for presentation to the City Council, using existing permit, reservation, and financial records to the extent practicable. The summary should distinguish forgone fee revenue from actual City expenditures or subsidies. Routine applicants shall not be required to submit separate annual financial reports solely for this purpose. The summary does not renew or reapprove any prior waiver.

Recurring arrangements shall also be reviewed in accordance with AP-014 and any applicable agreement terms. Continued support shall be evaluated based on public benefit, compliance, fiscal impact, operational needs, equitable access, and the availability of City resources.

VII. POLICY ACKNOWLEDGEMENT

Individual employee acknowledgement is not required. Department heads and designated staff responsible for permits, facility use, fee administration, organizational partnerships, or agreement administration shall be familiar with and implement this policy.

VIII. ROLES AND RESPONSIBILITIES

A. Each department head shall identify requests that may qualify for a waiver or reduction, confirm applicable fees and reasonably available direct-cost estimates, assess public benefit and the applicant's brief financial-need explanation, coordinate additional review only as warranted, administer approved conditions, and maintain appropriate documentation.

B. The Community Services Department shall coordinate policy administration, provide streamlined guidance to departments and applicants, maintain or coordinate fee waiver records using existing systems where practicable, and prepare the annual informational summary for the City Council.

C. The Finance Department shall assist in verifying applicable fees, fiscal impacts, budget authority, and accounting or reporting requirements associated with fee waivers and reductions.

D. The City Attorney shall advise on legal authority, equal-treatment requirements, risk allocation, agreement terms, and other legal issues associated with fee waivers, reductions, and City support, as appropriate.

E. The City Manager, or designee, shall oversee administrative review of fee waiver requests, distinguish one-time from recurring requests, and forward recommendations to the City Council. The City Manager may establish

simplified administrative procedures but may not approve a waiver or reduction without City Council authorization under this policy and applicable law.

F. The City Council shall exercise approval authority for one-time and recurring fee waiver requests and approve material amendments to this policy. The City Council may approve, deny, modify, or condition requests, determine sufficient cause when required by the Municipal Code, and establish terms, reporting requirements, sponsorship acknowledgement, or formal agreement requirements as part of its approval.

Introduction:
The City of South Pasadena routinely receives requests from non-profit organizations, service clubs, and others requesting to co-sponsor various activities, or to waive temporary use permit fees and /or rental fees for the use of City facilities. Examples of these activities include public music performances, art exhibitions, cultural, service club, sporting and school events.

Recognizing the value of partnering with local organizations and the benefits to the community while still upholding its fiscal responsibilities, the City has established the following policy to direct when fees may be waived or co-sponsorship approved.

Policy:
Fees may be waived or reduced when co-sponsored by the City when the City Council makes a determination that the program or event: 1) is of significant value to the community or to a significant portion of its residents, and 2) is within the scope of services normally provided by the City.

Before recommending approval, the City Council or his/her designee will also consider factors including but not limited to: benefit to the City, proposed event location and time of day, impact on the surrounding neighborhood and city staff and resources.

While individuals, organizations, agencies and private enterprises may qualify for fee waivers or co-sponsorship based on meeting this policy's criteria, the City does not guarantee all requests will be accommodated. The City Council (or his/her designee) may determine not to provide support, due to lack of adequate funds or other resources, or when the request represents a conflict of interest or is not in the best interest of the City.

Activities specifically prohibited from City co-sponsorship or waiver of fees include those that: enhance private business; are held on behalf of, in support of, or in opposition to any political candidate or ballot measure or advocate a political position; advocate or promote adult – oriented businesses; or that solicit criminal activity. Religious organizations, companies or groups may obtain fee waivers or co-sponsorships if the proposed program, event, or project neither promotes religious messages nor advocates for or promotes religious beliefs.

All resources to be provided by the City in co-sponsorship of an event or program shall be within current funding allocations, and expenditures shall not result in a reduction of other City services. The City Council intermittently approves the City Fee Schedule. Fee waivers may be reflected in reduced revenue totals at fiscal year end.

The City reserves the right to assess all activities at any time to ensure all rules, regulations, conditions of use, City and health and safety laws are not violated. Co-sponsorships and fee waivers can be revoked at any time effective immediately, if the recipient agency or organization fails to comply with this policy or any other local, State or Federal regulation.

Qualifications for those seeking fee waivers or co-sponsorship:

1. Must be a valid non-profit or community service organization based within the City of South Pasadena; (proof of non-profit status is required if applicable.)
2. All the following criteria shall be demonstrated by the applicant:
    a. Consistent with the City's economic, social, or recreational goals.
    b. Free and open to the public, unless otherwise authorized by the City Council (or his/her designee)
    c. Demonstrate community pride and involvement
    d. Not have a religious or political purpose

Co-sponsorship may include any of the following:

1. Fee waiver or reduction for
    a. Use of a facility
    b. Temporary Use Permit
    c. Street Banner
    d. Tent Permit
    e. Encroachment Permit
    f. Street Closure and /or traffic control plan

Procedures

The following information should be submitted by the non-profit organizations when requesting use of City streets, right-of-ways, and other City properties. The request must be made in writing, at least 60 days prior to event and must include details of the event, including, but not limited to:

1. Name and mailing address of organization making request
2. City facility, property, or street requested for use
3. Proof of non-profit status if applicable
4. Description and purpose of event
5. Time of event and time access to the site is needed
6. Proposed street closure or traffic control plan, prepared and stamped by a registered engineer (if applicable)
7. Concession information, including whether food or drink will be sold
8. List of equipment that will be brought in for the event
9. List of event sponsors and their role (if any)

10. A description of the benefits the non-profit will receive and the benefit the City or its residents will receive from the event
12. Detailed description of any support needed from City staff, including police, fire or public works. **(NOTE: These costs will be the responsibility of the event organizers)**
13. City equipment and supplies will not be available for use or rent unless the facility that is being used houses these items such as tables and chairs. The following will not be used or rented for outdoor use: Audio visual, Public Address System, Tables, Chairs, Canopies, or Electrical Outlets.

Alcohol:
City Ordinance allows liquor on the premises (wine, beer, whiskey, etc.) under special conditions. Obtain an ABC permit by calling the Department of Alcohol & Beverage at (626) 927-1060. See City Staff for additional info on ABC requirements. Alcohol may not be sold or served to minors. Failure to comply, monitor and enforce this law is grounds for terminating the activity and forfeiting all deposits, fees and co-sponsorship. Injuries caused to any person or damage to City premises, shall be the sole responsibility of the organizations, its sponsor or the adult representative. Alcohol may not be served or sold during set-up time. Service for any alcoholic beverage must end one hour before the time stated on the contract for the event to end. Alcohol is only permitted in the rented facility (senior Center and War Memorial Building only) Alcohol may not be served or consumed in parking lots, public patio areas, or outside grounds adjacent to rented facility.

The following conditions apply once fee waiver and or co-sponsorship is approved:
1. Appropriate recognition of the City of South Pasadena as co-sponsor of or contributor to the event or program will be provided on all promotional materials and at all events and programs. The City Manager (or his/her designee) must approve promotional materials, the event/program schedule and activities. If the City is not recognized for its contributions to the event/program, the organization could potentially lose future co-sponsorship opportunities with the City.
2. All non-profits must complete a Facility Use Permit with the Recreation Division of Community Services Department. Conditions may be placed on the use to minimize impacts to facilities or costs to the City, or to restore facilities to pre-event conditions.
3. Proof of General Liability Insurance with the City additionally insured for $1 million per occurrence as well as a hold harmless agreement must accompany the Facility Use Permit.
4. A refundable security deposit is required. Deposit amounts are set to ensure proper clean up and cover the City's costs for remediation of any damage or loss. If the full deposit is not accompanied with the Facility Use Permit by the specified date, the facility request shall be cancelled and approval withdrawn. Security Deposits will be refunded within four (4) to six (6) weeks of the event or activity, if standards have been met. Security Deposits will not be waived.
5. Applicants are responsible for payment of the full cost of materials, labor, replacement, repairs, or damages related to the event, project or program, regardless of the amount. If damage

occurs and the complete remediation costs the City less than the amount of the deposit, the difference shall be refunded.
6. Secure necessary additional permits, e.g., vendors need business license, from food sales need County Health Department permits, and alcohol use permits.

The attached exhibit A is a list of current co-sponsored organizations or city committees and events that have been approved in the past. If any new organizations request co-sponsorship by the City, that request will come to the City Council for approval. If an existing organization would like to amend their current request, that request will also be brought to City Council for approval.

This policy and list of events and organizations will be approved once a year by the City Council.

Attached: Exhibit A – List of Current Co-Sponsored Organizations or City Committees and Events

Approved by City Council:
March 4, 2015

Exhibit A

Current Co-Sponsored Organizations and Events

Chamber of Commerce	Farmers Market Eclectic Music Festival Art Crawl	Every Thursday May February
American Cancer Society	Relay for Life	April
Aztlan Athletics	Greenest Fastest Mile	July
South Pasadena High School Boosters	Tiger Run Booster Bash	December September
AQMD	Clean Air Car Show and Green Living Expo	July
Chinese American Club	Moon Festival	September
Vecinos de South Pasadena	Career Fair Dia de los Muertos	September October
South Pasadena Educational Foundation	Parti Gras	May
Kiwanis	4th of July Pancake Breakfast	July
South Pasadena Unified School District	Fun Fair	May
South Pasadena Little League	Baseball and softball fields, storage and facilities for meetings	February - December
AYSO	Soccer fields, storage and facilities for meetings	August - March
Holy Family	Field rental – flag football	August - November
The Place	Facility rental at mid-level of Orange Grove	School Year
Boy Scouts	Troop meetings at various facilities	Year Round
Girl Scouts	Troop Meetings at various facilities	Year Round
South Pasadena Beautiful	Garden Tour	April
Rotary	Taste of South Pasadena	April

Current Co-Sponsored City Committee Events

4th of July Committee	Festival of Balloons daylong event	July
South Pasadena Tournament of Roses	Classic Car Show Float Building and Storage Crunch Time Party Spring Fling	September August – February December April
Friends of the South Pasadena Library	Multiple cultural events throughout the year	Year round

Fee Waivers & Reductions | Peer City Quick Sheet

San Gabriel Valley: Published policies and standard processes

CITY	PUBLIC MATERIAL / STATUS	WHAT IS AVAILABLE OR ALLOWED	DECISION / LIMITATIONS
Arcadia	2025 adopted Community Events Sponsorship Policy; current application page Source [01]	Annual application for in-kind event support (permit fees, staff/overtime, materials); applicant must be Arcadia nonprofit or business; free, public event; event budget, attendance, public benefit and track record considered.	City Manager/designee decides within annual budget. Post-event report due in 90 days. Not a cash grant.
La Cañada Flintridge	Municipal Code §4.05.055; waiver application Source [02]	Parade/special-event cost categories: A = $100 application; B = qualifying service costs under $1,000; C = $1,000 or more. Public entities, 501(c)(3)s and qualifying local citizens/groups may be eligible.	City Manager may waive A/B; Council only for C. Eligibility varies by category, community benefit and City relationship.
La Verne	FY 2026–27 public fee schedule Source [03]	Special-event permit: $150 standard; $25 local nonprofit (no cleanup deposit); $50 other nonprofit; additional departmental costs may apply. City Manager may waive up to $1,000 for local nonprofit/community-service projects with community benefit.	Published lower fees reduce discretionary requests. $200 expedited-review fee cannot be waived/refunded.
Monterey Park	Municipal Code §9.57.070(d) Source [04]	Special-event waivers available to 501(c)(3), 501(c)(6), government agencies, public schools and non-501(c)(3) community-service groups when Council finds public interest by resolution.	Applicant requests; director may refer request to City Council. Separate financial hardship test applies only to free-speech traffic-control fee.
Pasadena	Municipal Code §3.24.030(E); City fee-waiver briefing Source [05]	Responsible department directors may allow free use of facilities for local civic/patriotic organizations; ordinance expanded eligibility to events collecting donations/admission. City reports nonprofit rental-fee support.	City may still charge insurance, reconditioning and direct opening/closing/supervisory staff expenses.
Temple City	2024 Picnic Shelter Policies Source [06]	Public written request pathway to waive picnic-shelter reservation fees. Requests involving Commission approval should be received at least 45 days before event.	Parks and Recreation Commission reviews written requests. Deposit and potential staff/law-enforcement charges separately noted.

Other Published Examples & LA County Models

San Gabriel Valley: Individual actions or narrower public materials

CITY	PUBLIC MATERIAL / STATUS	WHAT IS AVAILABLE OR ALLOWED	DECISION / LIMITATIONS
Sierra Madre	2026 review webpage; 2016 historical policy Source [07]	City reviewing event permits, waivers, staff costs and renewals. Historic 2016 text considers community benefit and fees' financial impact.	No new policy finalized as of Oct. 7, 2026. Historic policy status not verified.
San Gabriel	2024 public Council staff report Source [08]	Case-specific request to waive $2,453 for free community pet-wellness event at Mission Playhouse. Report discusses community benefit and a rental-subsidy account.	Council review. Report states prior practice waived rental costs while charging staffing separately; not a verified citywide policy.
West Covina	2026 public event-vendor instructions Source [09]	Local nonprofits and regional nonprofits serving West Covina may request fee relief for booths at the "Let It Snow" event; organization letter/status and description requested.	Applies to event booth fees only; does not establish a general permit/facility waiver policy.

Additional Los Angeles County models

CITY	PUBLIC MATERIAL / STATUS	WHAT IS AVAILABLE OR ALLOWED	DECISION / LIMITATIONS
Signal Hill	2026 revised Policy 4.16; Commission report Source [10]	Tier 1 eligible groups may seek full facility fee waiver; Tier 2 groups may request 50% reduction. Groups categorized by City affiliation, residency and type.	Parks and Recreation Commission reviews qualifying applications. Staffing fees excluded from 50% relief in cited example.
Long Beach	2018 Parks waiver policy, still linked on City reservations page Source [11]	Public Parks and Recreation Commission process; community benefit and financial hardship are among criteria. Certain nonresident groups may receive up to 50% relief.	Direct labor, security, deposits and other out-of-pocket charges generally not waived. Current webpage asks 60-day lead time.
Culver City	Current annual Special Event Grant Program	Centralized annual sponsorship/funding process for public-benefit events; smaller charitable/community events and larger regional events may apply.	Annual application and preapplication meeting. Different from individual

	Source [12]		discretionary fee-waiver review.

Additional historical reference: El Monte's 2021 user-fee study describes reduced nonprofit/government facility rates and limited Parks fee relief. Current adoption or revisions were not established in this scan; use only as historical comparison [13].

Source Directory / Staff-Report Notes

Direct public document links

[01] Arcadia — Open primary source
Community Events Sponsorship Policy (2025) / current intake page
Supplemental policy / attachment

[02] La Cañada Flintridge — Open primary source
Municipal Code §4.05.055 / special-event application
Supplemental policy / attachment

[03] La Verne — Open primary source
FY 2026–27 Comprehensive Fee Schedule, pp. 4, 6–7

[04] Monterey Park — Open primary source
Municipal Code §9.57.070(d), special-event fee waivers

[05] Pasadena — Open primary source
Municipal Code §3.24.030(E); 2025 budget briefing
Supplemental policy / attachment

[06] Temple City — Open primary source
Picnic Shelter Reservation Policies, updated 2024

[07] Sierra Madre — Open primary source
Special Events Permit Review (October 2026)
Supplemental policy / attachment

[08] San Gabriel — Open primary source
Council staff report: Mission Playhouse fee-waiver request (August 2024)

[09] West Covina — Open primary source
Public nonprofit booth fee-waiver instructions (2026 event)

[10] Signal Hill — Open primary source
Policy 4.16 and commission implementation report (September 2026)

[11] Long Beach — Open primary source
Parks fee-waiver policy (2018) linked on current reservation forms page
Supplemental policy / attachment

[12] Culver City — Open primary source
Special Event Grant Program and City Sponsorship

[13] El Monte — Open primary source
2021 user-fee study (historical reference; present practice not confirmed)

City of South Pasadena, CA
Administrative Policy

Subject: Fee Waiver Policy		AP-0XX
Effective Date: TBD	**Responsible Party:** Community Services Department	
Revision Date: N/A	**Approved by:** City Council	**Approval Date:** TBD

I. SCOPE

Applicable to all City departments and offices under the authority of the City Manager. This policy governs requests to waive or reduce City-adopted fees and charges associated with the use of City facilities, fields, parks, public property, permits, special events, programs, and other City services. It applies to nonprofit organizations, community-based ~~organizations,~~ and unincorporated service groups, service clubs, youth sports organizations, school-affiliated organizations, governmental entities, and other ~~organizations~~ applicants requesting City financial or in-kind support through a fee waiver or reduction.

This policy establishes the approval authority for fee waiver requests. It does not independently authorize use of City property or replace any required permit, reservation, insurance, indemnification, licensing, public safety, or regulatory requirement.

II. POLICY STATEMENT

City fees and charges are established to support cost recovery and the equitable use of public resources. Applicable fees are generally due unless a waiver or reduction is authorized in accordance with this policy.

The City may waive or reduce eligible fees when the proposed activity provides a documented public benefit to South Pasadena ~~residents~~ residents, the applicant demonstrates a reasonable financial need for assistance, and the requested support is consistent with City goals, fiscal capacity, operational requirements, and applicable law. Requests shall be evaluated consistently based on the nature and scope of the activity, the ~~level~~ amount and type of ~~City~~ support requested, available applicant resources, fiscal and operational impacts, risk considerations, equitable access to City resources, and the approval authority established by this policy. All fee waiver and reduction requests under this policy require City Council approval.

Under South Pasadena Municipal Code Section 36.400.050(B), the City Council may waive fees required by the Council's Fee Resolution under the Zoning Code upon a showing of sufficient cause by the applicant, as determined at the Council's discretion. This provision applies to zoning-related fees and does not independently authorize waiver of other City fees. All requests remain subject to applicable fee resolutions, other provisions of the Municipal Code, and law; nothing in this policy authorizes a waiver otherwise prohibited.

The City shall not maintain a standing exhibit or permanent list of organizations automatically entitled to fee waivers. Each request shall be evaluated under ~~the applicable approval tier,~~ this policy, and any approval shall apply only to the activity, duration, fees, and conditions specifically authorized. Prior approval does not create an entitlement to future fee waivers or City support.

When a request involves recurring use of City property, ongoing City support, shared responsibilities, or another relationship that warrants a formal written agreement, the City may require a Memorandum of Understanding ("MOU") or similar agreement consistent with Administrative Policy AP-014, Memoranda of Understanding and Partnership Agreements.

III. REASON FOR THE POLICY

The purpose of this policy is to establish a transparent, consistent, and fiscally responsible process for evaluating and approving requests to waive or reduce City fees. The policy is intended to:

- Promote transparency, consistency, and fairness in the consideration of fee waiver requests;
- Ensure that City financial and in-kind support is tied to ~~a~~ documented public ~~benefit;~~benefit and a reasonable demonstration of financial need;
- ~~Establish a two-tier approval framework that distinguishes one-time, limited,~~ Distinguish one-time or ~~non-recurring~~ limited requests from recurring, annual, seasonal, or otherwise ongoing requests, with both ~~tiers~~ types subject to City Council approval;
- Protect City resources by identifying fees and direct costs that remain the responsibility of the applicant unless otherwise specifically authorized;
- Provide a clear record of the scope, value, duration, and conditions of approved City support; and
- Coordinate recurring or ongoing partnerships with Administrative Policy AP-014 when a formal agreement is appropriate.

IV. DEFINITIONS

For the purposes of this Policy, these terms are defined as follows:

A. Eligible City Fee: A City-adopted fee or charge that may lawfully be waived or reduced under this policy. Eligible fees may include, as applicable, facility or field rental fees, Temporary Use Permit or application fees, banner fees, tent permit fees, encroachment permit fees, street closure-related fees, and other City fees determined to be eligible for waiver or reduction.

B. Fee Reduction: An approved partial decrease in an otherwise applicable eligible City fee or charge.

C. Fee Waiver: An approved elimination in full of an otherwise applicable eligible City fee or charge.

D. Direct Cost: A cost incurred by the City specifically because of an applicant's activity, including staff or overtime costs, Police or Fire services, contracted services, materials, utilities, equipment, repair or replacement costs, and other pass-through or out-of-pocket expenses.

E. Organization: A nonprofit ~~organization,~~ organization (including an organization recognized under Internal Revenue Code Section 501(c)(3) or 501(c)(6)), community-based organization, service club, youth sports organization, friends group, school-affiliated organization, governmental entity, unincorporated community service group, or other ~~entity~~ applicant requesting City support under this policy.

F. Public Benefit: A documented benefit to South Pasadena residents or the community, including cultural, educational, recreational, health, civic, youth, senior, environmental, service, or other activities that advance City goals or provide meaningful community access or services.

G. Recurring Request: A request for substantially similar fee waivers or City support that occurs seasonally, annually, repeatedly, or as part of an ongoing relationship with the City.

H. City Support or Co-Sponsorship: Financial or in-kind support authorized by the City, including an approved fee waiver or reduction. A fee waiver does not, by itself, create a legal partnership, joint venture, agency relationship, or property right.

V. EXCEPTIONS AND AMENDMENTS

The City Manager, or designee, may approve procedural or administrative exceptions when warranted by extraordinary circumstances or operational requirements, provided the exception is consistent with applicable law and does not waive or reduce City fees or bypass City Council approval required under this policy. Material amendments to this policy shall be presented to the City Council for approval.

VI. POLICY

A. Eligibility and Evaluation Criteria

Fee waivers and reductions are discretionary. An organization is not entitled to City support solely because it has received support in the ~~past~~ past, has nonprofit status, or because a similar organization or activity has received a waiver. As threshold considerations, a request shall identify a meaningful public benefit and explain the financial need for City assistance. For routine requests, a short explanation of financial need is generally sufficient. The City may consider whether a partial reduction, rather than a full waiver, would reasonably meet that need. Supporting financial documentation may be requested when warranted by significant City costs, the amount of assistance, or material

uncertainty, but audited statements or tax returns shall not routinely be required. In evaluating a request, the City shall consider the ~~totality~~ following factors as relevant to the nature and amount of the ~~circumstances, including the following:~~request; a separate investigation or analysis of every factor is not required:

a. The extent to which the activity provides a direct and identifiable benefit to South Pasadena residents or the community;
b. Consistency with the City's economic, social, cultural, educational, recreational, environmental, health, or civic goals and services;
c. The degree to which the activity is accessible to the community and whether participation fees, admission charges, or other barriers affect public access;
d. The proposed location, date, time, duration, attendance, and potential impacts on surrounding neighborhoods or other users of City facilities;
e. The amount and type of City fees requested to be waived or reduced and the overall fiscal impact to the City;
f. The level of City staffing, equipment, public safety, maintenance, or other operational support required;
g. The ~~organization's~~applicant's history of compliance with City permits, agreements, facility rules, insurance requirements, and payment obligations;
h. The ~~organization's~~ applicant's reasonable financial need, ability to ~~demonstrate~~ pay some or all applicable fees, and available funding, together with appropriate ~~planning, financial responsibility,~~ planning and organizational capacity;
i. The availability of City funds, facilities, staff, and other resources and whether approval would reduce or impair other City services or public access;
j. Whether the primary purpose of the request is community benefit rather than private or commercial benefit; and
k. Any other fiscal, legal, operational, risk, equity, or policy consideration relevant to the request.

Organizations eligible for consideration include nonprofit organizations recognized under Internal Revenue Code Section 501(c)(3) or 501(c)(6), governmental agencies, public schools, and community service groups or other organizations without formal tax-exempt status when the City Council determines the activity meets community needs and serves the public interest. Nonprofit status alone does not establish financial need or entitlement to a waiver. Organizations based outside South Pasadena may be considered when the ~~proposed~~ activity provides a substantial and direct benefit to ~~South Pasadena~~ residents. Requests involving private businesses or other commercial entities ~~shall be evaluated under~~ remain subject to the same public-benefit and ~~eligibility~~ financial-need criteria ~~established by this policy~~ and

~~remain subject to~~ City Council ~~approval.~~approval; activities whose primary purpose is private commercial benefit are not eligible.

City support shall not be used for campaign activity supporting or opposing a candidate or ballot measure, unlawful activity, or an activity whose primary purpose is private commercial benefit. Requests involving religious organizations shall be evaluated under the same neutral criteria as other applicants and shall be limited to activities eligible for City support under applicable law.

B. Eligible Fees and Costs Not Ordinarily Waived

Subject to legal ~~authority~~ authority, applicable fee resolutions, and the approval requirements of this policy, eligible City fees may include:

a. Facility, room, park, or athletic field rental fees;
b. Temporary Use Permit or other City application fees;
c. Street banner, tent, encroachment, or street closure-related permit fees;
d. Other City fees specifically identified and approved through the applicable review process.

The following costs shall remain the responsibility of the applicant unless the City Council expressly authorizes a waiver, reduction, or City-funded subsidy ~~as part of its approval under Tier 1 or Tier 2~~ and adequate budget authority exists:

a. Police, Fire, Public Works, Community Services, or other staff time or overtime attributable to the activity;
b. Contracted services, equipment rentals, materials, utilities, or other direct City costs;
c. Third-party or outside-agency fees, licenses, or permits;
d. Repair, replacement, remediation, or damage-related costs; and
e. Other pass-through or out-of-pocket costs incurred by the City.
f. In estimating fiscal impact, staff should use adopted fee schedules, existing cost information, and reasonable departmental estimates; a separate cost study is not required for routine requests. A fee waiver may reduce City revenue but is distinct from an appropriation or subsidy for direct City expenditures.

Security deposits shall not be waived. The City may apply all or a portion of a deposit to unpaid charges, damage, cleanup, or other costs in accordance with applicable facility, permit, or reservation requirements.

C. Application Requirements

An ~~organization~~ applicant requesting a fee waiver or reduction shall submit a brief written ~~request through~~ request, which may be included as a supplement to the ~~responsible~~ applicable Temporary Use Permit, facility reservation, or

other City ~~department sufficiently in advance of~~ application. Information already provided to the ~~proposed activity to allow for review. Unless otherwise authorized by the responsible department, requests~~ City need not be resubmitted. Requests associated with ~~a~~ special ~~event~~ events should generally be submitted at least 60 days before the ~~event.~~ event unless the responsible department authorizes a shorter period that still allows necessary review and Council consideration. The request shall include, as applicable:

a. Organization ~~name, address,~~ or applicant name and contact information, and nonprofit designation if claimed (supporting proof ~~of nonprofit status, if applicable;~~may be requested when needed);
b. Description and purpose of the event, program, project, or activity;
c. Requested City facility, property, street, field, or other location, including dates and times;
d. The ~~specific~~ City ~~fees~~ fee categories requested ~~to be waived~~ for waiver or ~~reduced~~ reduction and ~~the~~ an estimated ~~value of the request;~~amount, if known (City staff may confirm applicable fees);
e. A brief description of the public benefit to South Pasadena residents ~~and~~ or the ~~benefit, if any, received by the organization;~~community;
f. ~~Anticipated attendance, participation~~ A brief explanation of financial need, including anticipated event or program revenue, available funding or sponsorships, and why payment of the applicable fees ~~or admission charges, sponsors, concessions, fundraising, or other~~ would affect the activity; detailed financial ~~activity associated with the request;~~statements are not routinely required;
g. ~~A description of~~ Any City staffing, equipment, public safety, traffic control, maintenance, or other direct support ~~requested;~~requested, to the extent not already described in the applicable permit or reservation;
h. Any permits, site plans, insurance, licenses, or outside-agency approvals required for the ~~activity;~~ activity, to the extent not already supplied through the applicable City process; and
i. ~~Any additional~~ Other information ~~requested by the City~~ reasonably necessary to ~~evaluate the~~ resolve a material fiscal, operational, legal, or public-benefit ~~implications~~ issue. Additional financial documentation should be requested only when warranted by the size or circumstances of the ~~request.~~proposed waiver or subsidy.

A fee waiver request does not reserve a City facility or property and does not substitute for any required application, permit, reservation, insurance, or other approval.

D. ~~Tier 1 -~~ One-Time Requests

~~Tier 1~~ A one-time request applies to a ~~fee waiver~~ single event, program, project, activity, or ~~reduction request that is one-time, limited, or non-recurring in nature.~~

other limited use. All ~~Tier 1~~ one-time requests shall be presented to the City Council for consideration and approval.

A ~~Tier 1~~ one-time request should include the following characteristics:

a. The request applies to a single event, program, project, activity, or other limited use;
b. The ~~organization~~ applicant and activity satisfy the ~~eligibility~~ eligibility, public-benefit, and ~~public-benefit~~ financial-need criteria established by this policy;
c. The request identifies the specific eligible City fees proposed for waiver or reduction and the estimated value of the requested City support;
d. The activity can be administered through the applicable City permit, reservation, insurance, indemnification, and risk-management requirements;
e. The approval is limited to the specific activity, dates, fees, and conditions authorized by the City Council; and
f. The request does not establish an expectation or entitlement to recurring or future fee waivers.

~~Tier 1~~ A one-time approval shall be documented through the City Council action and shall identify, as appropriate, the approved activity, applicable fees, amount or percentage waived or reduced, duration of approval, and any conditions of City support.

Repeated or substantially similar requests occurring on an annual, seasonal, multi-event, or otherwise recurring basis ~~shall~~ should be ~~evaluated~~ considered as ~~Tier 2~~ recurring requests rather than ~~as~~ separate ~~Tier 1~~ one-time requests.

E. ~~Tier 2 -~~ Recurring Requests

~~Tier 2~~ A recurring request applies to ~~recurring,~~ annual, seasonal, multi-event, or otherwise ongoing fee ~~waiver requests~~ waivers or City support. All ~~Tier 2~~ recurring requests shall be presented to the City Council for consideration and approval.

A ~~Tier 2~~ recurring request may include one or more of the following:

a. An event, program, activity, or use that is expected to occur on a recurring annual, seasonal, or other repeated basis;
b. Multiple events, dates, programs, or activities proposed for approval as part of a defined term;
c. Recurring use of City facilities, fields, parks, public property, or other City resources associated with an approved fee waiver or reduction;
d. Ongoing City financial or in-kind support, including recurring fee waivers, reductions, staffing, services, equipment, or other authorized support;

e. A recurring relationship that may warrant a Memorandum of Understanding or other formal written agreement under Administrative Policy AP-014; or
f. Any substantially similar request that has been approved previously and is being requested again as part of an ongoing or recurring relationship.

~~Tier 2~~ A recurring approval shall identify the scope, duration, applicable fees, estimated value, and conditions of the authorized City support. The City Council may ~~establish~~ authorize an approval period of up to three years, covering specified events or seasons, and may require a ~~defined approval term, require periodic reporting or review, and require an MOU or other~~ written agreement when ~~appropriate.~~appropriate. An applicant need not submit a new fee waiver request for activities covered by an existing approval if the activities, financial circumstances, and requested City support have not materially changed.

~~Tier 2~~ A recurring approval does not create a perpetual entitlement to a fee waiver or City support. ~~Recurring approvals shall~~ A brief annual confirmation of covered activities and material changes may be ~~reviewed at the end of~~ requested when appropriate. Renewal or continuation beyond the approved ~~term, and any renewal or continuation~~ term shall require City Council approval unless expressly authorized otherwise by the City Council.

F. Relationship to Administrative Policy AP-014

This Fee Waiver Policy establishes the approval framework for fee waiver and reduction requests. Administrative Policy AP-014 establishes when an organization's broader relationship with the City warrants an MOU, Partnership Agreement, Lease Agreement, or other formal written arrangement.

When a request involves recurring facility or property use, significant ongoing City support, shared responsibilities, priority access, stewardship, fundraising, programming, operations, or another continuing relationship, the responsible department shall evaluate whether a formal agreement is ~~required~~ appropriate under AP-014. A routine one-time fee waiver does not, by itself, require an MOU. When both policies apply, the ~~fee waiver~~ request and ~~formal~~ agreement should be ~~coordinated; however,~~ coordinated without duplicative paperwork; City Council approval under this ~~Fee Waiver Policy~~ policy remains required for ~~the waiver~~ waivers or ~~reduction of City fees,~~ reductions regardless of the approval authority ~~applicable to~~ for the related ~~agreement under AP-014.~~agreement.

A formal agreement involving City financial or in-kind support should identify, as applicable:

- The programs, events, facilities, or activities covered by the agreement;
- The term of the agreement and renewal process;

- Each party's ~~responsibilities;~~responsibilities, including field or facility maintenance contributions when appropriate;
- Applicable City fees and the specific fees approved for waiver or reduction;
- City-provided services, equipment, staffing, or other in-kind support;
- The form of sponsorship acknowledgement or recognition associated with the City's support;
- Insurance, indemnification, reporting, and coordination requirements; and
- Procedures for modification, renewal, suspension, and termination.

G. Conditions of Approval

The following conditions apply to all approved fee waivers or reductions unless otherwise expressly authorized:

a. The organization shall comply with all City permits, reservations, facility rules, insurance and indemnification requirements, safety standards, and applicable federal, State, County, and local laws;
b. Approval of a fee waiver does not guarantee approval of the underlying event, permit, reservation, or use of City property;
c. The organization remains responsible for all fees and costs not specifically waived or reduced in the written approval;
d. The organization is responsible for the full cost of damage, loss, excessive cleanup, remediation, repair, replacement, or other costs attributable to its activity;
e. Any approved fee waiver or reduction is nontransferable and may be used only for the activity and term authorized;
f. The City may impose reasonable operational conditions to minimize impacts to City facilities, surrounding neighborhoods, City services, or other users;
g. The City may revoke or suspend an approved waiver if the organization fails to comply with this policy, the terms of approval, an applicable agreement, permit conditions, or other legal requirements; and
h. Approval does not create a vested right, property interest, expectation of renewal, or entitlement to future City support.

H. Sponsorship Acknowledgement and Recognition

When the City provides a fee waiver, reduction, or other material in-kind support, the City may require appropriate acknowledgement of that support. The form and placement of recognition shall be determined by the responsible department and shall be proportionate to the nature and value of the City's contribution.

When required, recognition may include acknowledgement of the City of South Pasadena as a sponsor, co-sponsor, partner, or contributor on promotional

materials, websites, signage, programs, announcements, or at the event or activity. Use of the City name, logo, seal, or other City marks is subject to City approval and applicable branding requirements. Failure to provide required acknowledgement may be considered in determining eligibility for future City support.

I. Documentation, Reporting, and Periodic Review

The responsible department shall maintain ~~documentation~~ a brief record of approved fee waivers and reductions, including the ~~organization,~~ applicant, activity, ~~approval tier, fees~~ type of request (one-time or recurring), applicable fees, estimated amount waived or reduced, ~~estimated value,~~ any separately approved City-funded direct costs, duration, conditions, and ~~any~~ related ~~MOU or agreement.~~agreement, if any.

The Community Services Department shall coordinate ~~an~~ a concise annual informational summary of fee waivers approved under this policy for presentation to the City ~~Council.~~ Council, using existing permit, reservation, and financial records to the extent practicable. The summary ~~is intended~~ should distinguish forgone fee revenue from actual City expenditures or subsidies. Routine applicants shall not be required to ~~provide transparency regarding City support and~~ submit separate annual financial reports solely for this purpose. The summary does not ~~constitute automatic renewal~~ renew or ~~reapproval of~~ reapprove any prior waiver.

Recurring arrangements shall also be reviewed in accordance with AP-014 and any applicable agreement terms. Continued support shall be evaluated based on public benefit, compliance, fiscal impact, operational needs, equitable access, and the availability of City resources.

VII. POLICY ACKNOWLEDGEMENT

Individual employee acknowledgement is not required. Department heads and designated staff responsible for permits, facility use, fee administration, organizational partnerships, or agreement administration shall be familiar with and implement this policy.

VIII. ROLES AND RESPONSIBILITIES

A. Each department head shall identify requests that may qualify for a ~~fee~~ waiver or reduction, ~~verify~~ confirm applicable fees and ~~direct costs, evaluate~~ reasonably available direct-cost estimates, assess public benefit and the ~~request under this policy,~~ applicant's brief financial-need explanation, coordinate ~~required departmental review,~~ additional review only as warranted, administer approved conditions, and maintain appropriate documentation.

B. The Community Services Department shall ~~serve as the responsible department for~~ coordinate policy administration, provide streamlined guidance to departments and ~~organizations,~~ applicants, maintain or coordinate

~~centralized~~ fee waiver ~~records,~~ records using existing systems where practicable, and prepare the annual informational summary for the City Council.

C. The Finance Department shall assist in verifying applicable fees, fiscal impacts, budget authority, and accounting or reporting requirements associated with fee waivers and reductions.

D. The City Attorney shall advise on legal authority, equal-treatment requirements, risk allocation, agreement terms, and other legal issues associated with fee waivers, reductions, and City support, as appropriate.

E. The City Manager, or designee, shall oversee administrative review of fee waiver requests, ~~ensure requests are classified as Tier 1 or Tier 2 based on whether the request is~~ distinguish one-time ~~or recurring,~~ from recurring requests, and forward recommendations to the City ~~Council for consideration.~~ Council. The City Manager may establish simplified administrative procedures ~~for implementing this policy~~ but may not approve a ~~fee~~ waiver or reduction without City Council ~~authorization.~~authorization under this policy and applicable law.

F. The City Council shall exercise approval authority for ~~both Tier 1~~ one-time and ~~Tier 2~~ recurring fee waiver requests and approve material amendments to this policy. The City Council may approve, deny, modify, or condition ~~any request~~ requests, determine sufficient cause when required by the Municipal Code, and ~~may~~ establish terms, reporting requirements, sponsorship acknowledgement, or formal agreement requirements as part of its approval.

Fee Waiver Application and Staff Evaluation Framework

Purpose

This outline describes the information applicants would provide and the process staff would use to evaluate one-time and recurring fee waiver requests. It is intended to implement the proposed Fee Waiver Policy through existing City applications and departmental workflows, without establishing a numerical scoring system or requiring extensive supporting documentation for routine requests.

A. Information collected from applicants

Applicants would submit a short-written supplement to an existing permit, facility reservation, or other City application through the department responsible for the underlying activity. For example, fee waiver requests associated with special events may be submitted with a Temporary Use Permit (TUP) application, while requests associated with athletic field use may be coordinated with a field reservation or applicable Memorandum of Understanding (MOU) process. Information previously submitted to the City would not need to be provided again. The items below would be collected as applicable to the request.

1. Organization and contact. Organization/applicant name, contact information, organization type, brief purpose, and nonprofit designation if claimed (verification only when needed).

2. Event or activity details. Activity description and purpose; location, date(s), time(s), duration and frequency; expected attendance/participants; public access and admission or participation charges.

3. Community benefit. Brief explanation of how the activity serves South Pasadena residents or the community; intended participants or beneficiaries; approximate number of local residents served, if known.

4. Requested fee relief. One-time or recurring request; full waiver or partial reduction; City fee categories for which relief is requested; estimated amount only if known. Staff would identify and confirm the applicable City fee amounts.

5. Financial need. Short narrative describing anticipated revenue, registrations, donations, sponsorships or other available support; general activity expenses and organizational resources; effect of paying City fees; ability to contribute toward the requested amount.

6. City services and recurring use. City staffing, equipment, public safety, traffic, maintenance or other support requested (if not already in the permit); for recurring requests, proposed schedule, scope, duration of approval (up to three years) and any continuing responsibilities or agreement.

Documentation standard: Routine requests generally require only the short explanation above. Detailed financial statements, tax returns, and audited reports would not ordinarily be requested. Staff may request targeted additional information when necessary for a large, complex, or materially uncertain request.

B. Staff evaluation and analysis

The responsible department would review the application using existing records and consult Finance, Risk Management, Public Works, Police, Fire, or other departments only as warranted by the request. The assessment would be qualitative and proportionate to the scale of City support.

Review area	Staff analysis
Eligibility and public benefit	Confirm an identifiable benefit to South Pasadena; consider community access, service to local residents, and consistency with City goals.
Financial need and ability to pay	Review the applicant's brief explanation, revenue sources, resources and ability to contribute; consider whether partial relief reasonably meets the need.
Fee value and direct expenditures	Calculate requested eligible fee relief from adopted schedules; separately estimate staffing, public safety, equipment, contractors or other direct City costs.
Operations and equitable access	Consider availability of facilities and staffing, competing uses, neighborhood impacts, ongoing maintenance and access by other users.
Compliance, risk and legal authority	Review relevant permit, payment and agreement history; confirm insurance and other approvals; verify authority to waive the identified fee.

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C. Fiscal analysis presented with each recommendation

Staff would distinguish the estimated face value of waived fees (foregone fee revenue) from any cash expenditures attributable to the activity. The amount of a waiver is not necessarily revenue that would otherwise be collected.

Item	How staff would report it
Applicable City fees	Fee categories, standard fee amount, and source in the adopted fee schedule.
Proposed relief	Dollar value or percentage of the full waiver / partial reduction requested and recommended.
Applicant responsibility	Remaining City fees, security deposits, and applicant-paid direct costs.
Direct City costs	Reasonable departmental estimate of staff, safety, equipment, contracted services, or other out-of-pocket costs; identify who would pay.
City-funded subsidy, if any	Explicitly identify any proposed City-paid direct cost, budget source and Council action needed; otherwise report no City-funded subsidy requested.

Illustrative fee waiver analysis **Example only**

(Hypothetical community event — not actual City fees or a pending application)

Item	Fees
Temporary Use Permit fee	$250
Facility rental fee	$500
Total eligible fees	$750
Proposed fee waiver (100%)	($750)
Estimated direct City staffing cost	$300
Applicant-paid staffing cost	$300
Proposed City-funded direct cost	$0

Value of proposed fee waiver **$750** Additional City-funded direct costs **$0**

Any required security deposit would remain payable separately. The $750 represents the face value of waived fees, not necessarily revenue the City would otherwise collect.

For multi-event or recurring requests, staff would identify the approval term and an estimated aggregate or annual fee value, as practicable, without duplicating the same waiver in the total.

D. Council action, documentation and reporting

- **Staff recommendation**: Full waiver, partial reduction, or denial, with the proposed fee categories, estimated value, activity and dates, operational implications, and recommended conditions.
- **Approval authority**: All requests under the proposed policy are subject to City Council approval. A fee waiver does not itself approve the underlying permit, reservation or activity.
- **One-time requests**: Approval applies only to the specific activity, dates, fees and conditions authorized.
- **Recurring requests**: Council may authorize a defined term of up to three years. For recurring athletic field users, fee waiver requests may be coordinated with the City's MOU process under Administrative Policy AP-014, while community event requests may be submitted in conjunction with the Temporary Use Permit (TUP) process. Neither an MOU nor an approved TUP independently authorizes a fee waiver. A new fee waiver application is not required for activities covered under an existing Council-approved waiver, absent material changes.
- **Annual reporting**: Each department processing an approved fee waiver would maintain records of the applicable fees, approved reduction or waiver amount, activity, approval period, and any City-funded direct costs. The Community Services Department would coordinate the annual summary using information provided by the responsible departments and Finance, as applicable.

Reference: Proposed Fee Waiver Policy, Section VI (Eligibility; Eligible Fees; Application Requirements; One-Time/Recurring Requests; Documentation) and Section VIII (Roles and Responsibilities).

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Applying for a City Fee Waiver

A quick guide for organizations requesting reduced or waived City fees for an event, program, or community activity.

Who may apply?

Nonprofit organizations, service clubs, youth sports groups, schools, governmental agencies, and community or volunteer groups (including groups without formal nonprofit status) may request consideration when an activity benefits South Pasadena residents or the community. An organization's nonprofit status alone does not guarantee approval.

What fees may be considered?

Depending on legal authority and the applicable City fee schedule, requests may involve park, field or facility rentals; Temporary Use Permit/application fees; certain banner and other permit fees; or other eligible City fees. You may request a full waiver or partial reduction.

Important: Security deposits are not waived. Applicant-specific costs for staffing, public safety, equipment, contractors, or cleanup generally remain payable unless the City Council separately authorizes funded support.

What should I include in my request?

About your organization: Name, contact, type of organization, and nonprofit designation (if applicable).

About your activity: A short description, dates, location, expected participants, whether it is open to the public, and any admission or participation charge.

Community benefit: Who will benefit and how South Pasadena residents will be served.

Assistance requested: The fees you would like waived or reduced, full or partial support, and any additional City services requested. City staff can confirm fee amounts.

Financial need: A short explanation of available funding (such as registration fees, donations, and sponsorships), anticipated expenses, how paying City fees would affect the activity, and whether your group can pay a portion.

For recurring activities: The anticipated schedule and requested approval period. Recurring approvals may cover up to three years.

How does the process work?

1. Contact the City department handling the event permit or facility reservation and submit a brief fee waiver request with the applicable application. There is no need to resubmit information already provided.

2. For special events, submit the request generally at least 60 days before the event, unless the responsible department permits a shorter period that still allows review and Council consideration.

3. City staff review community benefit, financial need, applicable fees, direct costs, and operational considerations, then prepare a recommendation.

4. The City Council considers and decides the request. An approval is limited to the activities, dates, fees, and conditions specified by Council.

Before you plan your event: A fee waiver is not guaranteed and does not replace required permits, facility reservations, insurance, safety requirements, or other approvals.

This information sheet describes a proposed policy and is intended for use only after Council adoption and any necessary implementation updates.

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City Council Agenda Report

ITEM NO. 23

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Joseph Cisneros, Deputy Director of Public Works
Anteneh Tesfaye, Water Operations Manager

SUBJECT: **CONSIDERATION TO APPROVE THE PURCHASE OF TWO (2) FORKLIFTS FROM CROWN LIFT TRUCKS FOR PUBLIC WORKS OPERATIONS UTLIZING THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM**

Recommendation

It is recommended that the City Council:

1. Review and discuss the three proposed purchasing options for two forklifts to support Public Works operations at Mission Yard and Garfield Reservoir, with estimated costs ranging from $120,237.42 to $158,744.54;
2. Select and approve a preferred purchasing option, subject to applicable regulatory requirements and City policies;
3. Authorize the necessary additional appropriations of up to $38,744.54, depending on the option selected; and
4. Authorize the City Manager to execute the necessary purchase agreements and related documents with Crown Lift Trucks.

Executive Summary

The Public Works Department seeks City Council direction and approval to purchase two forklifts for Mission Yard and Garfield Reservoir to replace inoperable equipment and improve operational efficiency and safety. There are three purchasing options through Crown Lift Trucks: (1) two propane-powered forklifts for $120,237.42; (2) one electric and one propane-powered forklift for $139,490.98; and (3) two electric forklifts for $158,744.54.

The FY 2026–27 Adopted Budget includes $120,000 that is available for this purchase, requiring additional funding of up to to $38,744.54, depending on the option selected.

Background

The City's existing forklift (1) at Mission Yard was purchased in the late 1990s and is no longer operational and beyond repair, necessitating replacement. Staff recommends purchasing two new forklifts, each with a lifting capacity of 5,000 pounds, to provide dedicated equipment at Mission Yard and Garfield Reservoir. This will allow both facilities to independently receive deliveries, improve operational efficiency, and safely handle materials without relying on shared equipment.

Analysis
The Public Works Department utilizes forklifts as a critical piece of equipment to support daily operations, including receiving deliveries and loading, unloading, moving, and storing equipment, materials, and supplies necessary for maintaining the City's infrastructure and public facilities. The current forklift is beyond repair, causing City staff to spend a significant amount of time manually lifting smaller loads that could be completed in a fraction of the time, and more safely, using a forklift.

Procurement Process
To identify suitable replacements, Public Works staff coordinated with Crown Lift Trucks to evaluate equipment options, specifications, and pricing. On September 16, 2026, Crown representatives conducted an on-site assessment of the City's operational needs at Garfield Yard. Following the assessment, Crown Lift Trucks provided formal quotations on September 23, 2026, for an electric and propane-powered forklifts utilizing Sourcewell cooperative purchasing pricing.

Staff evaluated two forklift models, each with a 5,000-pound lifting capacity, and obtained quotations through Sourcewell Contract No. 053024-CRO. The City's Purchasing Ordinance (Section 2.99-29(19) expressly authorizes procurement through cooperative purchasing, such as the purchasing cooperative at Sourcewell. Cooperative purchasing provides competitive pricing and reduces administrative costs. This approach uses an existing competitively solicited contract, streamlining procurement.

Crown C-5 Propane-Powered Forklift: The Crown C-5 is a CARB-compliant, propane-powered pneumatic-tire forklift that supports extended operations through quick refueling without dedicated charging infrastructure. It includes a catalytic muffler to meet applicable emissions requirements but still produces combustion-related emissions. Propane has lower CO2 emissions per unit of fuel energy than gasoline; however, the Crown C-5's actual emissions depend on fuel consumption, operating conditions, and engine emissions controls.

Crown CB25X-7 Electric Forklift: A battery-electric pneumatic-tire forklift that produces no on-site exhaust emissions and supports the City's transition toward zero-emission equipment. The electric model requires compatible charging infrastructure and sufficient charging time. The Garfield facility has an existing dedicated 240-volt electrical outlet that may accommodate the equipment.

Both models would meet the Department's anticipated lifting capacity requirements. Staff evaluated three purchasing options based on acquisition costs, operational flexibility, infrastructure requirements, and environmental considerations.

Option 1 – Two Propane-Powered Forklifts
Purchase two Crown C-5 propane-powered forklifts for the Mission and Garfield facilities. This option offers the lowest initial acquisition cost, standardized maintenance and fueling procedures, and operational flexibility without requiring charging infrastructure.

Although propane is a cleaner-burning alternative to conventional gasoline and diesel, it continues to produce combustion-related emissions. The City's Fleet Replacement Policy prioritizes zero-emission equipment but allows exceptions based on documented operational needs, infrastructure limitations, equipment suitability, and lifecycle costs. Given the cost savings and operational benefits, this option may warrant consideration under the City's

exception process.

Option 2 – One Electric and One Propane-Powered Forklift
Purchase one Crown CB25X-7 electric forklift for the Garfield facility and one Crown C-5 propane-powered forklift for the Mission facility. This option balances operational flexibility with the introduction of zero-emission equipment.

Option 3 – Two Electric Forklifts
Purchase two Crown CB25X-7 electric forklifts, one for each facility. This option provides the greatest environmental benefit by eliminating on-site exhaust emissions and supporting the City's zero-emission equipment objectives. However, it has the highest cost and may require additional electrical infrastructure at the Mission facility.

The proposed purchase costs are summarized below:

Description	Option 1: Two Propane	Option 2: Electric + Propane	Option 3: Two Electric
Electric forklift(s) – CB25X-7	—	$79,372.27	$158,744.54
Propane forklift(s) – C-5	$120,237.42	$59,330.99	—
Total Purchase Cost	$120,237.42	$139,490.98	$158,744.54
Adopted Budget	$100,000.00	$100,000.00	$100,000.00
Additional Funding Required	$20,237.42	$39,490.98	$58,744.54

Costs include equipment options, applicable sales tax, freight, and optional maintenance services. Options 1 and 3 assume the quoted unit prices apply to two identical forklifts and are subject to vendor confirmation. Additional charging infrastructure costs, if required, are not included.

The electric forklift requires an additional upfront investment of $19,253.56 per unit compared with the propane model, using adjusted package totals. The updated quotes do not specify delivery dates. Previously reported estimates were February 2027 for electric and April 2027 for propane; staff must obtain updated delivery commitments before issuing purchase orders.

Staff recommends that the City Council review the proposed forklift purchasing options, select and approve a preferred option, and provide direction regarding the allocation of funds necessary to complete the purchase.

Fiscal Impact
The City's FY 2026–27 Adopted Budget includes $120,000 available for the replacement of two forklifts, allocated as follows:

Fund	Account	Budget
General Fund (101)	101-6010-6601-8540-000	$5,000
Facilities Maintenance Fund (105)	105-6010-6601-8540-000	$10,000
Sewer Enterprise Fund (210)	210-6010-6501-8540-000	$30,000
State Gas Tax Fund (230)	230-6010-6116-8540-000	$15,000

Water Enterprise Fund (500)	500-6010-6710-8540-000	$60,000
Total		**$120,000**

The additional funding required would depend on the option selected:

- Option 1 – Two Propane: No additional funding necessary.
- Option 2 – One Electric and One Propane: $19,490.98
- Option 3 – Two Electric: $38,744.54

Pending direction regarding Options 2 or 3, staff will recommend budget transfers from other funding sources during the mid-year budget review to cover the cost.

Estimated annual operating and maintenance costs are $5,000 for the propane forklift and $2,500 for the electric forklift, excluding battery replacement if needed. These expenses will be funded through the Department's applicable operating budgets. Any electrical infrastructure improvements would be evaluated separately.

Attachment:
Attachment No. 1 - Electric Forklift - Sourcewell Quote
Attachment No. 2 - Propane Forklift - Sourcewell Quote

Crown Lift Trucks - Los Angeles
1300 Palomares Ave
La Verne, CA 91750
6269684721
crown.com

Quotation
11/10/2026
Quote No. 1172809
City of South Pasadena

City of South Pasadena
545 Adelyn Drive
South Pasadena, CA 91030

Dear Rigoberto,

Crown is pleased to present this proposal for a material handling solution designed to help you meet your company's operational goals. Our dedicated team of professionals is committed to providing integrated solutions that deliver a low total cost of ownership and exceptional long-term value.

Crown's award-winning line of lift trucks demonstrates its reputation for advanced product design, engineering, and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with innovative, forward-thinking solutions designed to improve performance and reduce operating cost.

Many top ranked companies choose Crown due to the extraordinary trust they place in the company and its products, as well as the support they receive from the most comprehensive customer support and service network in the industry. Our goal is to be one of your best business decisions.

Thank you for the opportunity to present this proposal and the prospect of supporting your business success.

Sincerely,

Joshua Powers
JOSHUA.POWERS@CROWN.COM

C-B SERIES

ROBUST PERFORMANCE ELECTRIC POWER



C-B Series

Crown's robust C-B Series 5,000-7,000 lb electric counterbalance lift trucks bring reliability, capability and efficiency to demanding indoor and outdoor applications. With 80V electric power and solid pneumatic tires, the C-B Series provides an excellent alternative to internal combustion forklifts in harsh environments.

Discover the pure electric power of the Crown C-B Series.

Robust Performance



C-B Series lift trucks provide powerful performance and are built to last. Designed with durable components, including a heavy-duty steer axle, they offer sustained reliability for challenging indoor and outdoor tasks.

Operator Comfort



Experience a new level of comfort and confidence all shift long. C-B Series lift trucks provide a comfortable environment for operators, with a wide variety of options including an adjustable steering column and armrest, a premium seat, an integrated storage bin and multiple cabin options.

Precise Control



The C-B Series includes easy-to-reach controls and an intuitive instrument panel. Standard operator assist systems help reduce mast sway, decrease travel speed on turns and apply the automatic parking brake. Optional fingertip controls enable precise movements with minimal effort.

Excellent Visibility



Designed with visibility and safety in mind, C-B Series lift trucks utilize an overhead guard design with angled roof bars and hydraulic hoses strategically aligned with the mast uprights to provide a wide-open view. Optional panoramic mirror and bright LED worklights also enhance visibility.

Crown Service and Support



Take advantage of Crown's extensive regional service and support network. The C-B Series is backed by quality parts and the expertise of the Crown Integrity Service System to keep your lift truck up and running.

The Crown C-B Series Electric Counterbalance Pneumatic Forklift, rugged and reliable power that's built to last.

Contact your local Crown dealer or visit crown.com.

V-FORCE

Enhance Uptime and Productivity

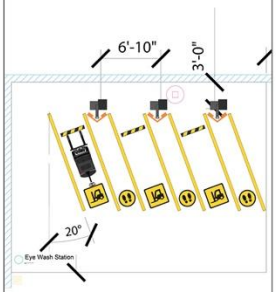
Charging Stations



Improve the performance and availability of your forklift power with Crown's strategically designed V-Force Charging Stations. Each design considers the charging area, lift truck dimensions, product workflow, direction of forklift travel, charger mounting position and more. Thoughtful design helps protect charging equipment, increase uptime and boost productivity.

Discover how V-Force Charging Stations consider each component of a smartly designed charging environment:

Designed Around the Truck



Crown designs charging stations using actual truck CAD blocks with correct lateral charge port locations, ensuring each charger is positioned correctly for the specific truck model and application—reducing cable stress, misalignment, and operator frustration.

End to End Expertise



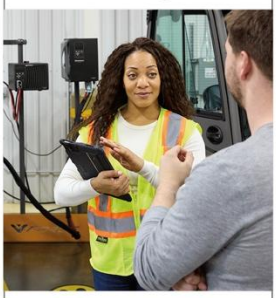
Crown is one of the few providers that sells and services trucks, batteries, chargers, and charging stations, allowing a uniform, coordinated design that protects the entire power system rather than assembling components in isolation.

Proven Layout Standards



Crown identifies clearances, pedestrian walkways, and parking controls developed specifically for lift truck charging environments—improving operator safety while helping prevent cable damage, communication faults, and unplanned downtime.

Site Specific Design



Every charging station layout is informed by a structured site survey that captures electrical infrastructure, fleet usage, shift patterns, and charging behavior—ensuring the solution fits the facility instead of forcing operational compromises.

Application Driven



Crown designs charging stations to support opportunity charging, lithium applications, and mixed fleets, accounting for lateral charge port orientation, charging frequency, and ergonomic access to deliver a better end user experience.

Choose Crown's V-Force Charging Stations for performance and uptime.

crown.com

CROWN

V-FORCE

A Winning Power Combination

A time-proven, affordable power source, lead-acid batteries – matched with the right Crown lift trucks and V-Force high-frequency chargers – keep all light- and heavy-duty cycle applications running with dependable productivity. Crown service provides an extra boost of power to help keep fleets on the go.

Discover how V-Force Lead-Acid Batteries provide reliable, power across a range of duty cycles:



Proven Technology



Lead-acid batteries continue to be a tried and true, cost-effective source of lift truck power for a wide range of material handling applications, from single to multi-shift.

Lead-Acid Solutions



Crown delivers high-performance tubular lead-acid batteries engineered for durability and reliability across demanding applications. Paired with a versatile range of chargers, our solutions are tailored to meet your unique duty cycles, maintenance protocols, and material handling needs.

Total Solutions Provider



Work with a Crown representative to find the right integrated solution – lift truck, battery and charger – to deliver the performance and efficiency needed for your material handling application and fleet.

Accessories & Supplies



Crown also offers a wide range of battery and charger accessories, including battery connectors, watering accessories, battery acid indicators, monitoring devices, service tools, and charger stands and cords.

Long-Term Crown Support



You can count on the Crown network of trained technicians to service your forklifts and V-Force batteries and chargers to avoid unplanned downtime and increase productivity.

Choose Crown's V-Force Lead-Acid Batteries for dependable power and productivity in your forklift fleet.

crown.com

CROWN

VFORCE

POWER UP WITH VERSATILITY



Keep your forklift fleet moving with the smart, versatile and scalable V-HFM³ Series charger. The V-HFM³ can do the work of multiple chargers for a range of battery voltages and battery types including lead-acid or lithium-ion. It's the charger that delivers a powerful, efficient return on investment.

Discover the difference:

Efficiency

97%

In a small, stackable footprint, the V-HFM³ packs more efficiency – up to 97% -- than many other high frequency chargers. Intelligent design helps reduce charge time and energy costs.

Intelligent Control



When auto-voltage sensing is enabled, the charger identifies batteries upon connection to apply the correct charging profile, from 24 to 96 volts. Displays with easy-to-read color LED indicators continually update charging status, cooling time, equalizing and watering needs – for easy, safe and reliable charging.

Flexibility



Charge virtually any lift truck battery in your fleet, whether lead-acid or lithium-ion, with conventional, opportunity and fast charging methods. Add a module to an available slot to easily scale up for growing application demands.

Connectivity



Options for remote monitoring and diagnostics with the optional battery monitoring device (BMID), provides access to important battery and charger state of health.

Crown Service Support



Call on our responsive network of service technicians and motive power specialists to provide product support and consulting services that help reduce your downtime and raise your productivity.

V-HFM³ Series Chargers, a key part of Crown's total motive power solutions.

To learn more, contact your local Crown dealer or visit crown.com.

CROWN

Crown Lift Trucks - Los Angeles
1300 Palomares Ave
La Verne, CA 91750
6269684721
crown.com

Quotation
11/10/2026
Quote No. 1172809
City of South Pasadena

Items highlighted in yellow are alternate options to Sourcewell Package to fit the City of Pasadena application. Alternate option pricing is added as a line item in the pricing section.

Features and Options

CB25X-7 5,000 lb. Capacity, 80 Volt, Electric Pneumatic Tire

Standard Chassis includes: 80 Volt chassis, AC Controller and Motors, Electric Motor Braking System, Power Steering, Electric Assist Braking, Tilt Steering Wheel and 2 Front Floodlights.

Model Number with Capacity F_GENE	CB25X-7 GENE_4270
Destination Country	United States
Mast Type	FFT (TT) - Three stage, Full free lift
Lift Height F_MAST	189"/4800mm
Collapsed Height	86"/2185mm
Tilt Options F_TILT	5 Degrees Back / 6 Degrees Forward TILT-1030
Static Strap F_STRP	Static Strap STRP-1000
Tire Options F_TIRE	Drive: Solid Soft Ride- 23x10-12 / Steer: 18x7-8 TIRE-1110
Fork Carriage Type	Hook Type
Fork Carriage Width F_CARR	Hook Type, Class II, 43"/1092mm, FFT Mast CARR-1020
Load Backrest Size F_BART	Class II, 44"/1118mm BART-1000
Forks F_FORK	1.6" x 4" x 41" / 40mm x 100mm x 1040mm FORK-1110
Hydraulic Lines Group F_ATLI	3 Way for Hook-On Sideshifter ATLI-1020
Overhead Guard Height F_OVHD	Standard Overhead Guard 86"/2185mm OVHD-1020
Seat Option F_SEAT	Vinyl Suspension Seat with Hip Restraint SEAT-2040
Travel Alarm F_ALAR	Inside Mount Alarm (Smart Alarm) ALAR-1060
Combination Lights F_LCOM	Combination Lights with Front Flood Lights-LED LCOM-1420
Strobe Light F_LSTB	Amber Strobe- Mounted Below Overhead Guard LSTB-1030
Hydraulic Control Valve F_CRVE	3 Way 3 Levers CRVE-1020
Sideshifter F_SDSF	Hang-On 43"/1090mm,Class II, Cascade SDSF-3960
USB Port F_APPK	USB Port and 12V Power Socket APPK-1030
Guardian Stability System F_DGSS	Guardian Stability System DGSS-1240
Enclosed Drive and Hydraulic Pump Motors F_DMTR	Enclosed Drive and Hydraulic Pump Motors DMTR-1020

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Emergency Stop Switch F_EMPD	Yes EMPD-1010
EE Rating F_HOMO	E Rated (Standard)
Steering Knob F_KNOB	Steering Knob KNOB-1000
Mirror Options F_MIRR	Two Rear View Mirrors MIRR-1010
Drive Motor Cover F_MOCV	Drive Motor Cover MOCV-1000
Rear Grab Bar F_GRBR	Rear Grab Bar with Horn Button RGBR-1000
Battery Connector Type F_BACO	SBE 320 BACO-1830
Battery Connector Color	Black

Warranties:

Standard Warranty	Standard - 24 Month / 3,000 Hours Power Train - 36 Month / 6,000 Hours Oil Cooled Disc Brakes 60 Month/10,000 Hours

Battery and Charger Specifications

Battery Information

Type	Vforce VTA
Order Code	80V4TPZS500
Amp Hour Capacity	500.00
KWH Rating	38.80
Weight	4352
Battery Size	40.28" X 27.76" X 24.68"
Battery Connector Type	SBE320
Battery Connector Color	Black
Battery Cable Position	A
Battery Cable Length	20"/508mm
Battery Charging Profile	Conventional
Standard Warranty	5 Years 1500 Cycles
Quantity	1

Battery Accessory Information

Manufacturer	Crown
Order Code	352223
Description	Blinky - Tubular
Quantity	1

Battery Accessory Information

Manufacturer	Crown
Order Code	300316-040-01
Description	80V V-Force SPW Watering Kit - DIN
Quantity	1

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Charger Information

Model Number	FS3-MP342-2
Charger Type	Lead Acid
Charging Profile	Conventional
Battery Voltage	80
Line Voltage	240
Phase	3
Conventional AH	300-625
Amp Hour Setting	500
Charger Cable Size and Length	3/0 AWG - 8'
Charger Connector Type	SBE 320 Inside
Charger Connector Color	Black
AC Charger Inlet	No
Quantity	1

Charger Accessory Information

Manufacturer	Crown
Order Code	168176-003
Description	L-Bracket with Heavy Duty Pogo Stick - Includes Tender Kit
Quantity	1

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Pricing Information

Quantity	Products	Price Each	Extended
1	CB25X-7 GENE_4270 – Sourcewell Package	$65,762.00	$65,762.00
1	Battery - V-Force Lead Acid - 80V 500AH	Included	Included
1	Charger - V-Force Charger - FS3-MP342-2	Included	Included
1	Freight Total	$4,336.00	$4,336.00
	Total Package Delivered Price:		**$70,098.00**
	(Est. tax included in price)		*Plus est. tax (11%) $7,710.78*
			$77,808.78

Crown's Sourcewell Contract #: 053024-CRO

Sourcewell
Awarded Contract
Contract # 053024-CRO

Quantity	Optional Products	Price Each	Extended
1	Battery Accessory - Blinky - Tubular	$76.87	$76.87
1	Battery Accessory - 80V V-Force SPW Watering Kit - DIN	$535.80	$535.80
1	Charger Accessory - L-Bracket with Heavy Duty Pogo Stick - Includes Tender Kit	$145.88	$145.88
2	Forklift Maintenance over 12-Month Period	$160.00	$320.00
2	Battery Maintenance over 12-Month Period	$110.00	$220.00
1	Charger Maintenance over 12-Month Period	$110.00	$110.00

Total Package Adjusted Price: **$71,506.55**
(Est. tax included in price)
Plus est. tax (11%) $7,865.72
$79,372.27

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Quotation

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CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

Prices quoted are based upon quantities specified above.
If **City of South Pasadena** cannot accept merchandise at the time of shipment from our supplier, **City of South Pasadena** will be invoiced and normal terms will apply.

Above prices are subject to all state and local taxes
FOB: Delivered
Terms: Net 10 DAYS

Crown Lift Trucks

Joshua Powers

Joshua Powers

City of South Pasadena

By _____

Title _____

Date _____

Crown Lift Trucks - Los Angeles
1300 Palomares Ave
La Verne, CA 91750
6269684721
crown.com

Quotation
11/10/2026
Quote No. 1170204
City of South Pasadena

City of South Pasadena
545 Adelyn Drive
South Pasadena, CA 91030

Dear Rigoberto,

Crown is pleased to present this proposal for a material handling solution designed to help you meet your company's operational goals. Our dedicated team of professionals is committed to providing integrated solutions that deliver a low total cost of ownership and exceptional long-term value.

Crown's award-winning line of lift trucks demonstrates its reputation for advanced product design, engineering, and integrated manufacturing processes. Offering a broad range of forklifts, as well as automation and fleet management technologies, Crown seeks to provide customers with innovative, forward-thinking solutions designed to improve performance and reduce operating cost.

Many top ranked companies choose Crown due to the extraordinary trust they place in the company and its products, as well as the support they receive from the most comprehensive customer support and service network in the industry. Our goal is to be one of your best business decisions.

Thank you for the opportunity to present this proposal and the prospect of supporting your business success.

Sincerely,

Joshua Powers
JOSHUA.POWERS@CROWN.COM

C-5 SERIES

DELIVERING DURABILITY & COMFORT



Crown Redefines IC with a True Industrial Truck Line. You've been settling for the limitations of gas lift trucks for years: engines intended for automobiles that run hotter than they should, brakes and cooling systems that are not up to the task and service that seems never ending.

Discover the durable and comfortable C-5 Series LPG Pneumatic forklift:

Industrial 2.4L Engine



Designed for the toughest applications, this Crown-designed engine offers more durability with 4x fewer oil change requirements.

Crown's Power Disc Brake



The full circle pads provide up to 3x longer life and require 93% less service checks.

On-Demand Cooling®



Crown's standard On-Demand Cooling brings extra cooling and radiator clearing to the efficient dual-radiator system in high-heat and high-debris environments.

Operator Comfort



Operators benefit from an adjustable armrest that aligns the right arm to the manual hydraulic levers for comfort and productivity. Multiple seat options and a spacious operator compartment add to the all-day comfort.

Service & Support



The C-5 Series is a robust forklift backed by Crown's nationwide service and support network, including quality parts and the assured performance of the Crown Integrity Service System®.

Enjoy more durability and comfort with the C-5 Series Pneumatic LPG forklift.

Contact your local Crown dealer or visit crown.com.

CROWN

Crown Lift Trucks - Los Angeles
1300 Palomares Ave
La Verne, CA 91750
6269684721
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Quote No. 1170204
City of South Pasadena

Items highlighted in yellow are alternate options to Sourcewell Package to fit the City of Pasadena application. Alternate option pricing is added as a line item in the pricing section.

Features and Options

C5P1050-50 5,000 lb. Capacity, IC Pneumatic Tire

Model Number with Capacity	C5P1050-50
Destination Country	United States
Mfg. Standard for Destination	ANSI
Mast Type	TT
Lift Height	188"/4775mm
Collapsed Height	86"/2185mm
Tilt Options	5 Degrees Back / 5 Degrees Forward
Steer Axle Mounting	Rigid Steer Axle
LP Bottle Bracket Type	Fold Down Single Strap
Overhead Guard Options	Isomounted Operator Cell
Sideshifter	Crown Integral Sideshifter
Accessory Hydraulics	Single Accessory Hydraulic
3rd Lever (w/ Single or Double Function Hydraulics)	Sideshift Symbol
Fork Carriage Width	44"/1120mm
Thrust Rollers on Carriage	Lower and Upper Thrust Rollers
Zinc Plated Corrosion Resistant Chain	Zinc Plated Chain and Lube
Fork Type	Partial Tapered Forks
Fork Size	1.8" x 4" / 45mm x 100mm
Fork Length	42"/1065mm
Fork Spread	42"/1065mm
Load Backrest Size	45" x 48"/1145mm x 1220mm(WxH)
Battery Type	Wet Cell - Severe Duty
Alternator	12 V 90 Amps Standard
Exhaust System	LPG Catalytic Muffler
Radiator Type	Dual Opencore Radiator
Counterweight Grille	Counterweight Wedge
Air Intake	Single Element Mech. Indicator
Seat Option	FlexSeat™ Vinyl
Seatbelt	High Visibility Orange Seatbelt
Steering Wheel Option	13" Steering Wheel
Spinner Knob	Yes
Number of Pedals	Separate Inching and Brake Pedal (3 Pedals)
Horn	Yes

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B-post horn	Right Rear Handle with Horn
Brake System	Power Brakes
Tread Width	Standard Tread
Drive Tire Manufacturer	Solideal Xtreme
Drive Tire Options	26 x 7-12 Resilient/Super Elastic
Steer Tire Manufacturer	Solideal Xtreme Solid Soft - Pneumatic
Steer Tire Options	6.00-9 Resilient/ Super Elastic
Rear View Mirror	Plastic Rear View Mirror
Work Light Package	Work Light Package
Front Work Lights	OHG Mounted LED w/ Turn Signals
Brake and Backup Light Pkg	Brake and BackUp Light Package
LED Flashing Light	LED Amber Flashing Light
Travel Alarm	Smart (Reverse-PUF)
Tow Hitch Pin	Tow Pin
Mud Scraper / Step Plate	Mud Scraper / Step Plate
Paint Color	Crown Beige/Gray
Label & Decal Language	US English
Shipment Handling	Standing

Warranties:

Standard Warranty	Standard - 1 Year / Unlimited Hours

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Quotation
11/10/2026
Quote No. 1170204
City of South Pasadena

Pricing Information

Quantity	Products	Price Each	Extended
1	C5P1050-50 – Sourcewell Package	$48,838.00	$48,838.00
1	Alternate Options	Included	Included
1	Propane Tank	$400.00	$400.00
1	Total Freight	$4,543.00	$4,543.00

Total Package Delivered Price: **$53,781.00**
(Estimated tax included in price)

Plus est. tax (11%)
$5,915.91
$59,696.91

Crown's Sourcewell Contract #: 053024-CRO

Sourcewell
Awarded Contract
Contract # 053024-CRO

Quantity	Optional Products	Price Each	Extended
2	Forklift Maintenance over 12-Month Period	$160.00	$320.00
1	Oil and Filter – Addition to Scheduled Maintenance	$60.00	$60.00

Total Package Adjusted Price: **$54,161.00**
(Est. tax included in price)

Plus est. tax (11%)
$5,957.71
$60,118.71

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City of South Pasadena

CUSTOMER AGREES: (1) PRICES ARE FIRM FOR FIFTEEN (15) DAYS FROM THE DATE OF THIS QUOTATION; (2) THIS QUOTATION INCORPORATES CROWN'S TERMS AND CONDITIONS OF SALE AVAILABLE AT crown.com/en-us/terms-and-conditions ("TERMS") AS IF FULLY RESTATED IN THIS QUOTATION (THIS QUOTATION AND THE TERMS ARE COLLECTIVELY THE "AGREEMENT"); (3) IT HAS READ, OR HAS HAD THE OPPORTUNITY TO READ, THE AGREEMENT; AND (4) UNDERSIGNED HAS THE AUTHORITY TO BIND CUSTOMER AND ENTER INTO THE AGREEMENT.

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Above prices are subject to all state and local taxes
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Terms: Net 10 DAYS

Crown Lift Trucks

Joshua Powers

Joshua Powers

City of South Pasadena

By _____

Title _____

Date _____

City Council Agenda Report

ITEM NO. 24

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONTINUED PUBLIC COMMENT - GENERAL**
This time is reserved for speakers in the Public Comment queue not heard during the first 30 minutes of Item No. 2. No new speakers will be accepted at this time.

City Council Agenda Report

ITEM NO. 25

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **COUNCILMEMBER COMMUNICATIONS**

City Council
Agenda Report

ITEM NO. 26

DATE: November 18, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CITY MANAGER COMMUNICATIONS**

Docusign Envelope ID: 3132F8C6-4A8E-8AA6-8210-1AA7E611132C

MEMORANDUM OF AGREEMENT

Between the City of South Pasadena and the
Public Service Employees Association (PSEA)

This Memorandum of Agreement ("Agreement") is entered into between the City of South Pasadena ("City") and the Public Service Employees Association ("PSEA"), collectively referred to as the "Parties," to memorialize their discussions and mutual understanding regarding the proposed modifications to the Deputy City Clerk classification.

I. BACKGROUND

The Deputy City Clerk classification was last substantially revised more than twenty years ago. Following the recent vacancy of the position, the City conducted a comprehensive review of the classification to ensure that the job specification accurately reflects the position's current responsibilities, organizational expectations, and operational needs.

On October 16, 2026, the City provided PSEA with a written justification memorandum outlining the proposed revisions to the Deputy City Clerk job specification, the basis for changing its Fair Labor Standards Act (FLSA) designation from non-exempt to exempt, and the rationale for removing the classification from the PSEA bargaining unit and placing it within the City's unrepresented management group.

On October 19, 2026, representatives from the City and PSEA met to discuss the proposed changes. During the meeting, the City reviewed the justification memorandum, explained the operational and organizational considerations supporting the proposed modifications, and addressed questions raised by PSEA. At the conclusion of the meeting, PSEA indicated that it would further discuss the proposals internally and communicate its position to the City.

On October 20, 2026, PSEA communicated its concurrence with the City's proposed changes.

II. MUTUAL AGREEMENT

Based on the discussions and information exchanged, the Parties acknowledge and mutually agree to the following:

1. Revised Job Specification

PSEA concurs with the City's proposed revisions to the Deputy City Clerk job specification, including the updated duties, responsibilities, minimum qualifications, and expectations associated with the classification. The revisions reflect the expanded scope of responsibilities, increased accountability, and level of independence and discretion necessary to support the operational needs of the City Clerk's Office.

2. FLSA Exempt Designation

PSEA concurs with the City's proposed change in designation of the Deputy City Clerk classification from FLSA non-exempt to exempt, based on the revised duties, responsibilities, and level of independent judgment associated with the position. The City remains responsible for ensuring that the classification satisfies all applicable FLSA exemption requirements.

3. Bargaining Unit Representation

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PSEA concurs with the proposed removal of the Deputy City Clerk classification from the PSEA bargaining unit and its placement within the City's unrepresented management group.

The Parties acknowledge that the Deputy City Clerk classification's responsibilities, degree of independence, administrative authority, and organizational accountability establish a community of interest more closely aligned with the City's unrepresented management classifications than with positions represented by PSEA.

Accordingly, PSEA agrees to the proposed bargaining unit modification, subject to completion of any applicable legal and administrative requirements.

III. CITY COUNCIL APPROVAL AND IMPLEMENTATION

The Parties acknowledge that implementation of the proposed changes will require formal action by the South Pasadena City Council.

The City will prepare and present a resolution to the City Council for consideration and approval to formalize the applicable classification and bargaining unit modifications, including the revised job specification, FLSA designation, and placement of the Deputy City Clerk classification within the City's unrepresented management group.

Implementation of the proposed changes shall be contingent upon City Council approval and completion of any applicable administrative or legal requirements. The effective date of the changes shall be established through the applicable City Council action.

IV. ACKNOWLEDGMENT AND CONCURRENCE

By signing below, the Parties acknowledge that they have participated in discussions regarding the proposed modifications to the Deputy City Clerk classification and have reached mutual agreement concerning the three matters identified in Section II.

The Parties further acknowledge that this Agreement memorializes the outcome of their discussions on October 19, 2026, and PSEA's subsequent concurrence communicated on October 20, 2026.

This Agreement shall serve as the formal record of the Parties' understanding and concurrence, subject to the required City Council approval and applicable legal and administrative procedures.

V. SIGNATURES

The Parties have executed this Agreement through their authorized representatives as of the dates set forth below.

CITY OF SOUTH PASADENA

Name: Roger Sung

Date: 10/20/2026

Title: Human Resources Director

Signature: Signed by: Roger Sung

PUBLIC SERVICE EMPLOYEES ASSOCIATION

Docusign Envelope ID: 3132F8C6-4A8E-8AA6-8210-1AA7E611132C

Name: Olivia Radbill

Date: 10/20/2026

Title: Senior Librarian – PSEA President

Signature: Signed by: Olivia Radbill 7B0CC5A5EC4AEC4B8...

CITY COUNCIL APPROVAL

Approved by the South Pasadena City Council on: _____

Resolution or Agenda Item No.: _____